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2 THE SPIVAK LAW FIRM

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6 Attorneys for Plaintiff(s),

7 MARIA JACQUELINE BATRES, and all others similarly situated

(Additional attorneys for Plaintiff(s) on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11
12 MARIA JACQUELINE BATRES, on behalf of
13 herself and all others similarly situated, and as an
14 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17
18 DIMENSION DEVELOPMENT COMPANY,
19 INC., a Louisiana corporation; DR HOTEL
20 EMPLOYEE LEASING LLC, a Delaware
21 limited liability company; DIMENSION
DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

22 *Defendant(s).*

Case No. 24STCV28018

**SUPPLEMENTAL DECLARATION
OF DAVID SPIVAK IN SUPPORT OF
PLAINTIFF MARIA JACQUELINE
BATRES’ MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**



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1 **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

2 WALTER L. HAINES (SBN 71075)
3 walter@uelglaw.com
4 UNITED EMPLOYEES LAW GROUP
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10 Attorneys for Plaintiff(s),
11 MARIA JACQUELINE BATRES, and all others similarly situated
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1 **SUPPLEMENTAL DECLARATION OF DAVID G. SPIVAK IN SUPPORT OF**
2 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, DAVID SPIVAK, declare as follows:

4 1. I am an attorney duly licensed to practice law in the State of California and am an
5 attorney of record for Plaintiff Maria Jacqueline Batres and all others similarly situated
6 (collectively “Plaintiffs”) in her lawsuit against Defendants Dimension Development Company,
7 Inc., Dr Hotel Employee Leasing LLC, and Dimension Development Two, LLC (collectively
8 “Defendants”). Plaintiffs and Defendants are collectively referred to as the “Parties.”

9 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
10 herein and, if called as a witness, could and would competently testify thereto under oath.

11 3. A true and correct copy of the Court’s Tentative Ruling dated July 14, 2026 is
12 attached as **Exhibit 22** to this declaration.

13 4. A true and correct copy of the Class Action and PAGA Settlement Agreement and
14 Class Notice dated February 05, 2026 is attached as **Exhibit 23** to this declaration.

15 5. A true and correct copy of notice of settlement is attached sub. Exhibit A to the
16 Class Action and PAGA Settlement Agreement and Class Notice dated February 05, 2026
17 (Exhibit 2).

18 6. A true and correct copy of the First Amended Class Action and PAGA Settlement
19 Agreement and Class Notice dated July 21, 2026 is attached as **Exhibit 24** to this declaration.

20 7. A true and correct copy of the redline comparison between the Class Action and
21 PAGA Settlement Agreement and Class Notice dated February 05, 2026 and the First Amended
22 Class Action and PAGA Settlement Agreement and Class Notice dated July 21, 2026 is attached
23 as **Exhibit 25** to this declaration.

24 8. A true and correct copy of the parties’ proposed notice of class action settlement
25 is attached as sub. Exhibit A to the First Amended Class Action and PAGA Settlement Agreement
26 and Class Notice (Exhibit 24).

27 9. A true and correct copy of the redline comparison of the changes made to the
28 parties’ proposed notice of class action settlement and the original notice of settlement is attached
as sub. Exhibit A to the redline First Amended Class Action and PAGA Settlement Agreement
and Class Notice dated July 21, 2026 (Exhibit 25).



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1 10. A true and correct copy of the preliminary approval order proposed for the Class
2 Action and PAGA Settlement Agreement and Class Notice dated February 05, 2026 is attached
3 as **Exhibit 26** to this declaration.

4 11. A true and correct copy of the preliminary approval order proposed for the First
5 Amended Class Action and PAGA Settlement Agreement and Class Notice dated July 21, 2026
6 is attached as **Exhibit 27** to this declaration.

7 12. A true and correct copy of the redline comparison of the changes made to the
8 original proposed preliminary approval order for the Class Action and PAGA Settlement
9 Agreement and Class Notice dated February 05, 2026 and the proposed preliminary approval
10 order for the First Amended Class Action and PAGA Settlement Agreement and Class Notice
11 dated July 21, 2026 is attached as **Exhibit 28** to this declaration.

12 13. The agreement between Plaintiff and her counsel specifies the division of attorney
13 fees between The Spivak Law Firm and United Employees Law Group as follows:

14 **Section 2.02.1 ("II. HONORARIOS Y GASTOS DE ABOGADOS"):**

15 "If the total legal fees received in this case are \$250,000.00 or more, it is agreed that
16 United Employees Law Group will receive 33 and 1/3% of the total legal fees received
17 and The Spivak Law Firm will receive the remaining 66 and 2/3% of the total legal fees
18 received. If the total legal fees received in this case are less than \$250,000.00, it is agreed
19 that United Employees Law Group will receive 25% of the total legal fees received and
20 The Spivak Law Firm will receive the remaining 75% of the total legal fees received."

21 This arrangement is explicitly stated in Section 2.02.1 of the agreement. The fee split applies to
22 the total legal fees received in the case, regardless of whether the fees are awarded by settlement
23 or judgment. The agreement also notes that, in the event of a class action or PAGA settlement or
24 judgment, court approval is required for the attorney fee award (see Section 2.02).

25 14. I have reviewed the First Amended Settlement, Notice Packet, and First Amended
26 Preliminary Approval Order and have corrected any spelling and grammatical errors.

27 15. Plaintiff has submitted the First Amended Settlement and Related Documents to
28 the LWDA. A true and correct copy of the submission is attached as **Exhibit 29**.

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

3 Executed on Friday, July 24, 2026 at New York, New York.

4 

5 DAVID SPIVAK,
6 Declarant



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EXHIBIT 22

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

Maria Jacqueline Batres v. Dimension Development Company, Inc., et al.

Case No.: 24STCV28018

Hearing: July 14, 2026

TENTATIVE RULING

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **CONDITIONALLY GRANTED CONTINGENT** on Counsel adequately addressing the following items:

- 1) According to counsel Spivak, Exhibit 8 contains a copy of the contingency fee agreement between his law firm, United Employees Law Group, and Plaintiff, and explains how attorney fees will be divided between Clas Counsel. (Spivak Decl., ¶160, Ex. 8.) However, Exhibit 8 is a Spanish-language retainer agreement. Please provide information regarding any fee splitting agreement and whether Plaintiff has given written approval.
- 2) According to the Proposed Order at ¶18, "the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing valid Requests for Exclusion with the Administrator has elapsed." Please explain why language enjoining Class Members is appropriate or submit a proposed order that removes this language entirely. (*See Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 84. ("[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it." (Fireside Bank Cases (2010) 187 Cal.App.4th 1120, 1131.))) The court will not issue injunctive relief against absent class members. The effectiveness of the release comes from satisfaction of due process requirements for notice and an opportunity to opt out or be heard.
- 3) The Participating Class Member release, set forth in ¶6.2 of the Settlement Agreement, must be limited to the claims alleged in the Operative Complaint or claims which *reasonably* could have been alleged in the Operative Complaint. Moreover, the Aggrieved Employee release, set forth in ¶6.3 of the Settlement Agreement, must be limited to the claims alleged in the Operative Complaint or PAGA Notice or claims that *reasonably* could have been alleged in the Operative Complaint or PAGA Notices. Please revise accordingly and remove any references to the Action.

- 4) Please provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.
- 5) Please review the Settlement Agreement and Notice and ensure that there are no typographical or grammatical errors. For example, ¶13.1 of the Agreement should state “If, for any reason, the Court does *not* grant Preliminary Approval...” Moreover, ensure that internal references in the Agreement are accurate. For example, ¶13.1 refers to ¶16.1 as the funding deadline; however, the funding deadline is set forth in ¶14.3.
- 6) Please ensure that the Class Notice is modified to match any alterations to the Settlement Agreement.
- 7) Please ensure that the modified Settlement Agreement has been signed by all parties and Counsel.
- 8) Please provide proof of submission of the revised settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (l)(2).)

If the Settlement Agreement and Class Notice are modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a clean final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms. The Court requests that any revised Settlement and any revised Class Notice be electronically filed in two formats both of which must be fully text searchable: (1) a clean version signed by all parties, and (2) a redlined version highlighting changes made from the current Settlement and Notice.

Counsel must file, serve, and upload to CaseAnywhere text searchable supplemental documents correcting the above issues by no later than **July 24, 2026**. A Non-Appearance Case Review is set for **July 31, 2026**, at 8:30 a.m., Department 9 re filing of supplemental papers.

If the Court is satisfied that the parties have adequately addressed all of the above issues in their supplemental documents, then the Court will grant Plaintiff’s Motion for Preliminary Approval at the July 31, 2026 Non-Appearance Case Review

The Court’s Judicial Assistant shall give electronic notice to all parties.

EXHIBIT 23

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3 THE SPIVAK LAW FIRM

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6 Attorneys for Plaintiff(s),

MARIA JACQUELINE BATRES, and all others similarly situated

7 (Additional attorneys for parties on following page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 MARIA JACQUELINE BATRES, on behalf of
12 herself and all others similarly situated, and as an
13 “aggrieved employee” on behalf of other
14 “aggrieved employees” under the Labor Code
15 Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 DIMENSION DEVELOPMENT COMPANY,
19 INC., a Louisiana corporation; DR HOTEL
20 EMPLOYEE LEASING LLC, a Delaware
21 limited liability company; DIMENSION
22 DEVELOPMENT TWO, LLC, a Louisiana
23 limited liability company; and DOES 1–50,
24 inclusive,

25 *Defendant(s).*

Case No. 24STCV28018

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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MARIA JACQUELINE BATRES, and all others similarly situated

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Nicholas D. Poper (SBN 293900)

1900 Avenue of the Stars, Suite 2700

Telephone:310.820.8800

Emails: *sfarag@bakerlaw.com*

Attorneys for Defendants

DR HOTEL EMPLOYEE LEASING, LLC, and

DIMENSION DEVELOPMENT TWO, LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Maria Jacqueline Batres (“Plaintiff”) and defendants Dimension Development
3 Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC
4 (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as
“Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants captioned “*Maria Jacqueline Batres v. Dimension Development Company, Inc., et*
8 *al.*, Case No. 24STCV28018 initiated on October 25, 2024 and pending in Superior Court of the
State of California, County of Los Angeles.

9 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
10 Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be
12 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
13 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
14 with approval of the Settlement.

15 1.4. “Aggrieved Employee” means a current or former non-exempt or hourly paid
16 employee who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair
Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period.

17 1.5. “Class” means all current and former non-exempt or hourly paid employees who
18 worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue,
19 Pasadena, CA 91103, at any time during the Class Period.

20 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
21 L. Haines of United Employees Law Group.

22 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
23 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
expenses, respectively, incurred to prosecute the Action.

24 1.8. “Class Data” means Class Member identifying information in Defendants’
25 possession including the Class Member’s name, last-known mailing address, Social Security
26 number, and number of Class Period 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 all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from October 25, 2020 through November 15, 2023.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named Defendants Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC.

1.17. “Defense Counsel” means Shareef S. Farag and Nicholas D. Poper of Baker & Hostetler LLP.

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

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

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as **Exhibit C**.

1.22. "Gross Settlement Amount" means One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) which is the total amount Defendants agree to pay, can ever be required to pay, or can ever cause to be paid under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, 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 Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA 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, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.29. "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 pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from October 24, 2023 through November 15, 2023.

1.32. "PAGA" means the California Private Attorneys General Act (Labor Code section 2698 *et seq.*).

1.33. "PAGA Notice" means Plaintiff's October 24, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and any amendments thereto.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% to LWDA (\$13,000.00) in settlement of 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 Maria Jacqueline Batres, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is attached as **Exhibit B**.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.41. "Released Parties" means: Defendants Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC, G&B Hotel Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, and each of its/their past, present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their former and present officers, directors, shareholders, owners, members, managers, managing agents, employees, attorneys, insurers, predecessors, successors, and assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice

1 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
2 may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement, or (b) fax, email,
3 or mail his or her objection to the Class Settlement. Class Members to whom Class Notices are
4 resent after having been returned undeliverable to the Administrator shall have an additional
fourteen (14) calendar days beyond the Response Deadline has expired.

5 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
6 the Judgment.

7 1.45. "Workweek" means any week during which a Class Member worked for
8 Defendants for at least one day during the Class Period.

9 **2. RECITALS.**

10 2.1. On October 25, 2024, Plaintiff commenced this Action by filing a Complaint
11 alleging causes of action against Defendants for failure to pay wages, failure to provide meal
12 periods, failure to authorize and permit rest periods, failure to issue proper wage statements,
13 failure to timely pay wages, and related claims. On December 30, 2024, Plaintiff filed a First
14 Amended Complaint alleging causes of action against Defendants for failure to pay wages, failure
15 to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage
16 statements, failure to timely pay wages, and related claims. The First Amended Complaint is the
17 operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations
in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative
Complaint and deny any and all liability for the causes of action alleged.

18 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
19 notice to Defendants and the LWDA by sending the PAGA Notice.

20 2.3. On July 24, 2025, the Parties participated in an all-day mediation presided over
21 by Glenn E. Lerman, Esq. which led to this Agreement to settle the Action.

22 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
23 Class Members and Aggrieved Employees, the number of Workweeks, the number of PAGA Pay
24 Periods, average rates of pay, timekeeping and payroll data for all Class Members, written
25 policies, and related information. Plaintiff's investigation was sufficient to satisfy the criteria for
26 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

27 2.5. The Court has not granted class certification.
28

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) and no more as the Gross Settlement Amount and to separately pay any and all 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 6.1 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: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). 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 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is currently estimated to be \$56,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$17,500.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for

1 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
2 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
3 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
4 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
5 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
6 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
7 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
8 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
9 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
10 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
11 division or sharing of any of these Payments.

12 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
13 \$12,000.00 except for a showing of good cause and as approved by the Court. To the extent the
14 Administration Expenses are less or the Court approves payment less than \$12,000.00, the
15 Administrator will retain the remainder in the Net Settlement Amount.

16 3.2.4. To Each Participating Class Member: An Individual Class Payment
17 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
18 by all Participating Class Members during the Class Period and (b) multiplying the result by each
19 Participating Class Member's Workweeks.

20 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of
21 each Participating Class Member's Individual Class Payment will be allocated to settlement of
22 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
23 reported on an IRS W-2 Form. The 90.00% of each Participating Class Member's Individual
24 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
25 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
26 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
27 employee taxes owed on their Individual Class Payment.

28 3.2.4.2. Effect of Non-Participating Class Members on Calculation
29 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
30 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
31 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$7,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of records to date, Defendants estimate there are 106 Class Members who collectively worked a total of approximately 6,204 Workweeks, and 66 Aggrieved Employees who worked a total of approximately 126 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Order granting Preliminary Approval of the Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. 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

1 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
2 The Administrator shall calculate Defendants' share of payroll taxes and provide the calculations
3 to Defense Counsel no later than 5 days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
5 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
9 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
10 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
11 Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments
13 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
14 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
15 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
16 not cashed by the void date. The Administrator will send checks for Individual Settlement
17 Payments to all Participating Class Members (including those for whom the Class Notice was
18 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
19 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
20 Employees (including those for whom the Class Notice was returned undelivered). The
21 Administrator may send Participating Class Members a single check combining the Individual
22 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
23 must update the recipients' mailing addresses using the National Change of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all
25 other Class Members whose checks are returned undelivered without USPS forwarding address.
26 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
27 forwarding address provided or to an address ascertained through the Class Member Address
28 Search. The Administrator need not take further steps to deliver checks to Class Members whose
re-mailed checks are returned as undelivered. The Administrator shall promptly send a
replacement check to any Class Member whose original check was lost or misplaced, requested

1 by the Class Member prior to the void date.

2 4.4.3. For any Class Member whose Individual Class Payment check or
3 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
4 shall transmit the funds represented by such checks to the California Controller's Unclaimed
5 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
6 the requirements of California Code of Civil Procedure section 384, subd. (b).

7 4.4.4. The payment of Individual Class Payments and Individual PAGA
8 Payments shall not obligate Defendants to confer any additional benefits or make any additional
9 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
10 this Agreement.

11 **5. [OMITTED]**

12 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
13 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
14 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

16 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
19 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
20 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
21 that were, or reasonably could have been, alleged based on facts contained in the Operative
22 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
23 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
24 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
25 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
26 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
27 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
28

1 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiff's discovery of them.

3 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
5 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

10 6.2 Release by Participating Class Members: All Participating Class Members, on
11 behalf of themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, release Released Parties from all claims and/or
13 theories of liability that have been or could have been asserted in any of the pleadings that have
14 been filed in the Action Operative Complaint based the facts and theories alleged therein and in
15 the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid minimum
16 wages, overtime, and/or double time, failure to provide compliant meal breaks, failure to provide
17 compliant rest breaks, failure to pay meal and/or rest break premiums at the regular rate of pay,
18 failure to timely pay all wages owed during and/or upon separation of employment, failure to
19 provide accurate itemized wage statements, failure to maintain accurate employment records,
20 unfair competition under California Business & Professions Code section 17200 *et. seq.* The
21 release shall include release of California Labor Code sections 201, 201.3, 202, 203, 204, 210,
22 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage
23 Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and
24 derivative claims for statutory penalties. Except as set forth in Section 6.3 of this Agreement,
25 Participating Class Members do not release any other claims, including claims for vested benefits,
26 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
27 insurance, disability, social security, workers' compensation, or claims based on facts occurring
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1 outside the Class Period.

2 6.3 Release by Aggrieved Employees. Plaintiff, on behalf of herself, the Aggrieved
3 Employees, and the State of California, releases Released Parties from all claims and/or theories
4 of liability for civil penalties under PAGA that have been or could have been asserted in any of
5 the pleadings that have been filed in the Action based the facts and theories alleged therein and
6 in the PAGA Notice including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204,
7 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage
8 Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and
9 derivative claims for civil penalties. Plaintiff does not release the claim for wages or damages of
10 any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

11 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a
12 motion for preliminary approval ("Motion for Preliminary Approval") that complies with the
13 Court's current checklist for Preliminary Approvals. A proposed Preliminary Approval Order is
14 attached as Exhibit B.

15 7.1 Defendants' Declaration in Support of Preliminary Approval. Within ten (10)
16 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
17 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
18 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
19 Counsel and Defendants shall aver that they are not aware of any other pending matter or action
20 asserting claims that will be extinguished or adversely affected by the Settlement.

21 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
22 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
23 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
24 of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval
25 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration
26 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
27 attesting to its willingness to serve; competency; operative procedures for protecting the security
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1 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
2 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
3 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
4 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
5 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
6 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
7 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
8 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
9 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
10 subd. (1)(2)); (vi) a redlined version of the Parties' Agreement showing all modifications made to
11 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
12 potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
13 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware
14 of any other pending matter or action asserting claims that will be extinguished or adversely
15 affected by the Settlement.

16 7.3 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously
17 finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full
18 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
19 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
20 Class Counsel is responsible for delivering the Court's Preliminary Approval to the
21 Administrator.

22 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
23 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
25 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
26 Preliminary Approval or conditions Preliminary Approval on any material change to this
27 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
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1 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
2 otherwise satisfy the Court's concerns.

3 **8. SETTLEMENT ADMINISTRATION.**

4 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
5 Administrators to serve as the Administrator and verified that, as a condition of appointment,
6 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
7 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
8 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
9 financial or otherwise, with the Administrator other than a professional relationship arising out of
10 prior experiences administering settlements.

11 8.2 Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and
13 providing reports state and federal tax authorities.

14 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
15 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
16 Regulation section 468B-1.

17 8.4 Notice to Class Members.

18 8.4.1 No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

21 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
22 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
23 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice
24 with Spanish translation, if applicable, substantially in the form attached to this Agreement as
25 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
26 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
27 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
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1 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
2 National Change of Address database.

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

10 8.4.4 The deadlines for Class Members' written objections, challenges to
11 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
12 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
13 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
14 with the re-mailed Class Notice.

15 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
16 otherwise discovers any persons who believe they should have been included in the Class Data
17 and should have received Class Notice, the Parties will expeditiously meet and confer in person
18 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
19 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
20 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
21 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
22 of Class Notice, or the deadline dates in the Class Notice, whichever are later.

23 8.5 Requests for Exclusion (Opt-Outs).

24 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
25 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
26 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
27 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
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1 from a Class Member or his/her representative that reasonably communicates the Class Member's
2 election to be excluded from the Settlement and includes the Class Member's name, address and
3 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
4 emailed, or postmarked by the Response Deadline.

5 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
6 because it fails to contain all the information specified in the Class Notice. The Administrator
7 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
8 identity of the person as a Class Member and the Class Member's desire to be excluded. The
9 Administrator's determination shall be final and not appealable or otherwise susceptible to
10 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
11 the Administrator may demand additional proof of the Class Member's identity. The
12 Administrator's determination of authenticity shall be final and not appealable or otherwise
13 susceptible to challenge.

14 8.5.3 Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
16 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
17 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
18 Participating Class Member actually receives the Class Notice or objects to the Settlement.

19 8.5.4 Every Class Member who submits a valid and timely Request for
20 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
21 or have the right to object to the class action components of the Settlement. Non-Participating
22 Class Members who are Aggrieved Employees are deemed to release the claims identified in
23 Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

24 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
25 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
26 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
27 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
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1 The Class Member may challenge the allocation by communicating with the Administrator via
2 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
3 supporting documentation. In the absence of any contrary documentation, the Administrator is
4 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
5 are consistent with the Class Data. The Administrator's determination of each Class Member's
6 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
7 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
8 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
9 the Administrator's determination the challenges.

10 8.7 Objections to Settlement.

11 8.7.1 Only Participating Class Members may object to the class action
12 components of the Settlement and/or this Agreement, including contesting the fairness of the
13 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment and/or Class Representative Service Payment.

15 8.7.2 Participating Class Members may send written objections to the
16 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
17 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
18 Hearing. A Participating Class Member who elects to send a written objection to the
19 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
20 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

21 8.7.3 Non-Participating Class Members have no right to object to any of the class
22 action components of the Settlement.

23 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
24 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

25 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
26 establish and maintain and use an internet website to post information of interest to Class
27 Members including the date, time and location for the Final Approval Hearing and copies of the
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1 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
4 Approval Order and the Judgment. The Administrator will also maintain and monitor an email
5 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

6 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
7 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
8 than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
9 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
10 and other identifying information of Class Members who have timely submitted valid Requests
11 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
12 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
13 Exclusion from Settlement submitted (whether valid or invalid).

14 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
15 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
16 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
17 (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA
18 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and
19 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the
20 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
21 Requests for Exclusion and objections received.

22 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has
23 the authority to address and make final decisions consistent with the terms of this Agreement on
24 all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
25 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

26 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
27 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
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1 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
2 for filing in Court attesting to its due diligence and compliance with all of its obligations under
3 this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices
4 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
5 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
6 number of written objections and attach the Exclusion List. The Administrator will supplement
7 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
8 for filing the Administrator's declaration(s) in Court.

9 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
11 and Defense Counsel with a final report detailing its disbursements by employee identification
12 number only of all payments made under this Agreement. At least 15 days before any deadline
13 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
14 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
15 payments required under this Agreement. Class Counsel is responsible for filing the
16 Administrator's declaration in Court.

17 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on a review
18 of Defendants' records to date, Defendants estimate there are 106 Class Members who
19 collectively worked a total of 6,204 workweeks. If the total Workweeks worked by Class
20 Members during the Class Period exceeds 6,204 by more than ten percent (10%) as of the date
21 the Court grants preliminary approval of the settlement (i.e., more than 6,824 Workweeks), then
22 the Gross Settlement Amount, inclusive of the Class Counsel Fees Payment, the Class
23 Representative Service Payment, the PAGA Penalties allocation, and the Individual Class
24 Payments, will increase proportionally according to the number of additional Workweeks over
25 ten percent (10%) (for example, if the number of Workweeks increases by 11% then the Gross
26 Settlement Amount will be increased by 1%).

1 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
2 Exclusion identified in the Exclusion List exceeds eight (8%) of the total of all Class Members,
3 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
4 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
5 whatsoever, and that neither Party will have any further obligation to perform under this
6 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
7 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
8 Court of election to withdraw not later than 7 days after the Administrator sends the final
9 Exclusion List to Defense Counsel; late elections will have no effect.

10 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
11 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
12 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
13 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
14 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
15 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
16 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
17 disagreements concerning the Motion for Final Approval.

18 11.1 Response to Objections. Each Party retains the right to respond to any objection
19 raised by a Participating Class Member, including the right to file responsive documents in Court
20 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
21 by the Court.

22 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope of
24 release to be granted by Class Members and/or Aggrieved Employees), the Parties will
25 expeditiously work together in good faith to address the Court's concerns by revising the
26 Agreement as necessary to obtain Final Approval. The Court's decision to award less than the
27 amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,
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1 Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not
2 constitute a material modification to the Agreement within the meaning of this paragraph.

3 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
4 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
5 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
8 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
9 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
10 respective counsel, and all Participating Class Members who did not object to the Settlement as
11 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
13 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
14 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of release to be granted
21 by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The
22 Parties shall nevertheless expeditiously work together in good faith to address the appellate
23 court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
24 any additional Administration Expenses reasonably incurred after remittitur. An appellate
25 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
26 Payment or any payments to Class Counsel shall not constitute a material modification of the
27 Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains
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unchanged.

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

13. ADDITIONAL PROVISIONS.

13.1 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 Operative 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 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 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).

13.2 Confidentiality. 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) unless such disclosure is required, as determined by a Party's counsel, by applicable law, regulation, or contractual, stock exchange, investor, potential investor, or similar audit or reporting requirements.

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. No information about the Action or the settlement may be posted on Class Counsel's website(s) without Defendants' prior written consent. Defendants consent to Class Counsel listing the case name, number, and a short description of the claims in declarations filed in court listing their prior cases to provide their qualifications to be appointed as class counsel. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

13.4 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.

13.5 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

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
5 the Settlement Agreement, submitting supplemental evidence and supplementing points and
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
7 or content of any document necessary to implement the Settlement, or on any modification of the
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the
9 assistance of a mediator and/or the Court for resolution.

10 13.7 No Prior Assignments. The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed by all Parties or their
20 representatives, and approved by the Court.

21 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28

1 basis that the Party was the drafter or participated in the drafting.

2 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
3 entered during Action and in this Agreement relating to the confidentiality of information shall
4 survive the execution of this Agreement.

5 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
6 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
7 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
8 connection with the Settlement, may be used only with respect to this Settlement, and no other
9 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
10 or rule of court. Not later than 90 days after the date when the Court discharges the
11 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
12 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
13 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
14 makes a written request to Class Counsel for the return, rather than the destructions, of Class
15 Data.

16 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 13.17 Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiff:
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David Glenn Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

To Defendant:
Shareef S. Farag
Nicholas D. Poper
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
sfarag@bakerlaw.com
npoper@bakerlaw.com

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

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

Dated: _____

By: _____
MARIA JACQUELINE BATRES

Dated: 2/18/2026

By: 

GREG FRIEDMAN
On Behalf Of DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,

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LLC, and DIMENSION
DEVELOPMENT TWO, LLC

THE SPIVAK LAW FIRM

Dated: 02 / 05 / 2026

By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

UNITED EMPLOYEES LAW GROUP

Dated: _____

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

BAKER & HOSTETLER LLP

Dated: _____

By: _____
SHAREEF S. FARAG, Attorneys for
Defendant(s), DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

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LLC, and DIMENSION
DEVELOPMENT TWO, LLC

THE SPIVAK LAW FIRM

Dated: _____

By: _____
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

UNITED EMPLOYEES LAW GROUP

Dated: February 5, 2026

By:  _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

BAKER & HOSTETLER LLP

Dated: February 17, 2026

By:  _____
SHAREEF S. FARAG, Attorneys for
Defendant(s), DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	

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	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 Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.
1. WHAT IS THE ACTION ABOUT? Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)	
4	

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

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 become 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.

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

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions except the
9 PAGA penalties. The Court will consider all objections.

10 Based on records, Defendants estimated that, as of the date of the Settlement, (1) there
11 are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there are 66
12 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

13 C. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
16 Members based on their Class Period Workweeks.

17 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
20 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
21 pay employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The
22 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
23 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
24 Individual Class Payments on IRS 1099 Forms.

25 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
26 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
27 are responsible for paying all taxes (including penalties and interest on back taxes) on any
28 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.

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

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

1 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
2 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
3 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
4 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
5 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
6 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
8 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)
9 will not receive Individual Class Payments but will preserve their rights to personally pursue
10 claims against Defendants for violations of California's labor laws.

11 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
12 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
13 Individual PAGA Payments and will release the Released Parties from civil penalties from the
14 Released PAGA Claims (defined below).

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

20 H. Administrator. The Court has appointed a neutral company, Phoenix Settlement
21 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
22 process Class Members' Requests for Exclusion. The Administrator will also decide Class
23 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
24 perform other tasks necessary to administer the Settlement. The Administrator's contact
25 information is contained in Section 9 of this Notice.

26 I. Participating Class Members' Release. After the Judgment is final and Defendants
27 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
28 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, continue to sue, or be part of any other lawsuit against Defendants or
officers, directors, employees, and agents 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 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 and/or theories
of liability that have been or could have been asserted in any of the pleadings that
have been filed in the Action based the facts and theories alleged therein and in
the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid

1 minimum wages, overtime, and/or double time, failure to provide compliant meal
2 breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest
3 break premiums at the regular rate of pay, failure to timely pay all wages owed
4 during and/or upon separation of employment, failure to provide accurate itemized
5 wage statements, failure to maintain accurate employment records, unfair
6 competition under California Business & Professions Code section 17200 *et. seq.*
7 The release shall include release of California Labor Code sections 201, 201.3,
8 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
9 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare
Commission, claims for attorneys' fees and costs, and derivative claims for
statutory penalties. Except as set forth in Section 6.3 of the Agreement,
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 Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
12 claims for civil penalties that could have been sought by the Labor Commissioner for the
13 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

14 The Aggrieved Employees will be bound by the following release:

15 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
16 California, releases Released Parties from all claims and/or theories of liability
17 for civil penalties under PAGA that have been or could have been asserted in any
18 of the pleadings that have been filed in the Action based the facts and theories
19 alleged therein and in the PAGA Notice including, but not limited to, Labor Code
20 sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
21 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the
Industrial Welfare Commission, claims for attorneys' fees and costs, and
derivative claims for civil penalties. Plaintiff does not release the claim for wages
or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

22 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

23 A. Individual Class Payments. The Administrator will calculate Individual Class
24 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
25 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
worked by each individual Participating Class Member.

26 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
27 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
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1 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
2 by each individual Aggrieved Employee.

3 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
4 worked during the Class Period and the number of PAGA Pay Periods you worked during the
5 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
6 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
Administrator's contact information.

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

12 **5. HOW WILL I GET PAID?**

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

16 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
17 single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the
18 Class Settlement (i.e., every Non-Participating Class Member).

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

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

22 Email, fax, or mail a written and signed letter with your name, present address, telephone
23 number, and a simple statement that you do not want to participate in the Settlement. The
24 Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
25 *Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, and include your
26 identifying information (full name, address, telephone number, approximate dates of
employment, and social security number for verification purposes). You must make the request
27 yourself. If someone else makes the request for you, it will not be valid. You should send your
Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The**

1 **Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you
2 are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

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

15 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
16 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
18 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
19 Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you
20 object to, why you object, and any facts that support your objection. Make sure you identify the
21 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
22 24STCV28018, and include your name, current address, telephone number, and approximate
23 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
24 Administrator's contact information. You should send your objection to the Administrator by
25 email, fax, or send by regular U.S. mail.

26 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
27 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
28 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 <<FINAL APPROVAL
HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
Angeles, CA 90012. 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 by <<CourtConnect/CourtCall/MicrosoftTeams>>

(<https://www.<<CourtVirtualAppearanceLink>>>). 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 <<ADMINISTRATOR 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. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR'S WEBSITE>>. 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.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Phoenix Class Action Administration
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimedx Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

MARIA JACQUELINE BATRES, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

DIMENSION DEVELOPMENT COMPANY, INC., a Louisiana corporation; DR HOTEL EMPLOYEE LEASING LLC, a Delaware limited liability company; DIMENSION DEVELOPMENT TWO, LLC, a Louisiana limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 24STCV28018

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: October 25, 2024
Dept: SSC-9, Hon. Elaine Lu

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
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1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.
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1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at _____.m. in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

22 18. To facilitate administration of the settlement pending final approval, the Court
23 hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative
24 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
25 Enforcement of the California Department of Industrial Relations) regarding claims released by
26 the Settlement unless and until such Class Members have filed valid Requests for Exclusion with
27
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1 the Administrator and the time for filing valid Requests for Exclusion with the Administrator has
2 elapsed. This provision shall not apply to claims not alleged in the Action.

3 19. The Court expressly reserves the right to adjourn or continue the Final Approval
4 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
5 prompt notice of any continuance to Class Members who object to the Settlement.
6

7 **IT IS SO ORDERED.**
8
9

10 **DATE**

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

1 DAVID G. SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

8605 Santa Monica Bl., PMB 42554

3 West Hollywood, CA 90069

4 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

5 WALTER L. HAINES (SBN 71075)

walter@uelglaw.com

6 UNITED EMPLOYEES LAW GROUP

8605 Santa Monica Bl., PMB 63354

7 West Hollywood, CA 90069

8 Telephone: (562) 256-1047

9 Facsimile: (562) 256-1006

10 Attorneys for Plaintiff(s),

11 MARIA JACQUELINE BATRES, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and the
17 general public, and as an “aggrieved employee”
18 on behalf of other “aggrieved employees” and the
State of California under the Labor Code Private
Attorneys General Act of 2004,

19 *Plaintiff,*

20 vs.

21
22 DIMENSION DEVELOPMENT COMPANY,
INC., a Louisiana corporation; DR HOTEL
23 EMPLOYEE LEASING LLC, a Delaware
limited liability company; DIMENSION
24 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
25 inclusive,

26 *Defendants.*

Case No. 24STCV28018

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION AND PAGA SETTLEMENT**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu



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SpivakLaw.com

Office:
1875 Century Park East
7th Floor
Los Angeles, CA 90067

1 This matter came on for hearing on _____, 2026 at ____m. in Department SSC-9 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action and
4 PAGA Settlement Agreement and Class Notice (the "Settlement") filed herewith which provides
5 for a Gross Settlement Amount ("GSA") of up to \$170,000.00 in compromise of all disputed
6 claims on behalf of during the period of October 25, 2020 to November 15, 2023 ("Class Period").
7 All capitalized terms used herein shall have the same meaning as defined in the Settlement.

8 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
9 Settlement, Class Members have been given notice of the terms of the Settlement and the
10 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
11 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court in conjunction with the motions for
13 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
14 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
15 DETERMINATIONS:

16 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
17 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
18 Approval of Class Action Settlement of _____, 2026, the Class Notice was sent to each Class
19 Member by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
20 Settlement, their right to receive their proportional share of the Settlement, their right to request
21 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
22 person or by counsel at the final approval hearing and be heard regarding final approval of the
23 Settlement. Adequate periods of time were provided by each of these procedures. No member of
24 the Settlement Class presented written objections to the proposed Settlement as part of this notice
25 process, stated an intention to appear, or actually appeared at the final approval hearing.

26 2. For purposes of this Final Order and Judgment and pursuant to the Settlement, the
27 "Class" means all current and former non-exempt or hourly paid employees who worked for
28 Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA
91103, at any time during the period of October 25, 2020 to November 15, 2023 ("Class Period").
"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



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1 Class Member who qualifies as an Aggrieved Employee). “Participating Class Member” means a
2 Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
3 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by
4 sending the Administrator a valid and timely Request for Exclusion. “Aggrieved Employee”
5 means a person employed by Defendants in California and classified as an hourly, non-exempt
6 employee who worked for Defendants during the period of October 24, 2023 to November 15,
2023 (“PAGA Period”).

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.

12 4. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
14 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
15 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
16 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
17 that were, or reasonably could have been, alleged based on facts contained in the Operative
18 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released under 6.3,
19 below. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to
20 enforce this Settlement, or to any claims for vested benefits, unemployment benefits, disability
21 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based
22 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
23 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
true but agrees, 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.

24 5. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
25 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
26 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

27 **A general release does not extend to claims that the creditor or releasing party does**
28 **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



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with the debtor or released party.

6. 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 Parties¹ from all claims and/or theories of liability that have been or could have been asserted in any of the pleadings that have been filed in the Action Operative Complaint based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid minimum wages, overtime, and/or double time, failure to provide compliant meal breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest break premiums at the regular rate of pay, failure to timely pay all wages owed during and/or upon separation of employment, failure to provide accurate itemized wage statements, failure to maintain accurate employment records, unfair competition under California Business & Professions Code section 17200 *et. seq.* The release shall include release of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for statutory penalties. Except as set forth in Section 6.3 of the Settlement, 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 Period.

7. Release by Aggrieved Employees. Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, releases Released Parties from all claims and/or theories of liability for civil penalties under PAGA that have been or could have been asserted in any of the pleadings that have been filed in the Action based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204,

¹ Pursuant to the Settlement, "Released Parties" means Defendants Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC, G&B Hotel Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, and each of its/their past, present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their former and present officers, directors, shareholders, owners, members, managers, managing agents, employees, attorneys, insurers, predecessors, successors, and assigns.



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210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for civil penalties. Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement, including the release of claims contained therein, should be and hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement according to its terms. As of the Effective Date of Settlement, and for the duration of the Class Period, all Class Members are hereby deemed to have waived and released all Released Class Claims and are forever barred and enjoined from prosecuting the Released Class Claims against the Released Parties as fully set forth in the Settlement. As of the Effective Date of Settlement, and for the duration of the PAGA Period, all Aggrieved Employees are hereby deemed to have waived and released all Released PAGA Claims and are forever barred and enjoined from prosecuting the Released PAGA Claims against the Released Parties as fully set forth in the Settlement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____ Class Member(s) - ____ - submitted a Request for Exclusion from the Settlement as determined by the Administrator and therefore is/are not Participating Class Members.

9. The Court finds and determines that (a) the Individual Class Payments and Individual PAGA Payments to be paid to Class Members and (b) the LWDA PAGA Payment as civil penalties under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the Class Members and to the California Labor & Workforce Development Agency ("LWDA"), in accordance with the terms of the Settlement.

10. The Court further grants final approval to and orders that the following payments be made in accordance with the terms of the Settlement:

a. Class Counsel Fees Payment of _____ (not to exceed \$56,666.67) in attorneys' fees and Class Counsel Litigation Expenses Payment of _____ (not to exceed \$17,500.00) in litigation costs to Class Counsel;



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b. Class Representative Service Payment of _____ (not to exceed \$5,000.00) payable to Plaintiff Maria Jacqueline Batres for her service as a Class Representative;

c. Administration Expenses Payment of _____ (not to exceed \$12,000.00) in costs payable to Phoenix Class Action Administration for its services as the Administrator; and

d. LWDA PAGA Payment of \$13,000.00 (65% of the \$20,000.00 PAGA Penalties) to the LWDA.

11. The settlement shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

12. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service 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.

13. Other than employer side payroll taxes, Defendants' payment of such sums shall be the sole financial obligation of Defendants under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

14. Pursuant to CCP 384 and the Settlement, Class Members shall have one hundred and eighty (180) days from the date of the check's issuance to cash their Individual Class Payment check and/or Individual PAGA Payment check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

15. Nothing in this Final Order and Judgment shall preclude any action to enforce the



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Parties' obligations under the Settlement or hereunder, including the requirement that Defendants deposit funds for distribution by the Administrator to Class Members in accordance with the Settlement.

16. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final Order and Judgment.

17. The Parties are hereby ordered to comply with the terms of the Settlement.

18. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

19. The Settlement is not an admission by Defendants nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order and Judgment, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendants, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.



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DATE

**HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT**

La presente Acción de Grupo y Acuerdo de Conciliación PAGA (“Acuerdo”) se realiza entre la demandante Maria Jacqueline Batres (“Demandante”) y los demandados Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC y Dimension Development Two, LLC (colectivamente “Demandados”). El Acuerdo se refiere a la Demandante y a los Demandados colectivamente como “Partes” o individualmente como “Parte”.

1. DEFINICIONES.

1.1. “Acción” se refiere a la demanda por la Demandante por presuntas violaciones de salarios y horas de trabajo contra los Demandados, titulada “*Maria Jacqueline Batres v Dimension Development Company, Inc., et al.*”, Caso No. 24STCV28018 iniciada el 25 de octubre de 2024 y pendiente en el Tribunal Superior del Estado de California, Condado de Los Angeles.

1.2. “Administrador” se refiere a Phoenix Settlement Administrators, la entidad neutral que las Partes han acordado designar para administrar el Acuerdo.

1.3. “Pago de Gastos de Administración” se refiere al monto que se le pagará al Administrador con cargo al Monto Bruto del Acuerdo para reembolsar sus honorarios y gastos razonables de conformidad con la oferta del Administrador de “no exceder” presentada por el Administrador ante el Tribunal en relación con la aprobación del Acuerdo.

1.4. “Empleado agraviado” se refiere a un empleado actual o anterior no exento o remunerado por horas que haya trabajado para los Demandados en el hotel Courtyard Pasadena, ubicado en 180 N. Fair Oaks Avenue, Pasadena, CA 91103, en cualquier momento durante el Período PAGA.

1.5. “Grupo” se refiere a todos los empleados actuales y anteriores no exentos o pagados por hora que trabajaron para los Demandados en el hotel Courtyard Pasadena ubicado en 180 N. Fair Oaks Avenue, Pasadena, CA 91103, en cualquier momento durante el Período del Grupo.

1.6. “Abogado del Grupo” se refiere a David Glenn Spivak de The Spivak Law Firm y Walter L. Haines de United Employees Law Group.

1.7. “Pago de los Honorarios del Abogado del Grupo” y “Pago de los Gastos de Litigio del Abogado del Grupo” se refieren a los montos asignados al Abogado del Grupo para el reembolso de los honorarios y gastos razonables del abogado, respectivamente, incurridos para procesar la Acción.

1.8. “Datos del Grupo” se refiere a la información de identificación de los Miembros del Grupo en posesión de los Demandados, incluido el nombre del Miembro del Grupo, la última dirección postal conocida, el número de Seguro Social y el número de Semanas Laborales del

1 Período del Grupo y Períodos de Pago de PAGA.

2 1.9. “Miembro del Grupo” o “Miembro del Grupo del Acuerdo” se refiere a un
3 miembro del Grupo, ya sea como Miembro del Grupo Participante o Miembro del Grupo No
4 Participante (incluido un Miembro del Grupo no participante que reúna los requisitos para ser
5 considerado Empleado Agraviado).

6 1.10. “Búsqueda de direcciones de miembros del grupo” se refiere a la investigación y
7 búsqueda por parte del Administrador de las direcciones postales actuales de los Miembros del
8 grupo utilizando todas las fuentes, métodos y medios razonablemente disponibles, incluidos, entre
9 otros, la base de datos nacional de cambios de dirección, la localización de personas y el contacto
10 directo del Administrador con los Miembros del grupo.

11 1.11. “Aviso a los miembros del grupo” se refiere al AVISO APROBADO POR EL
12 TRIBUNAL SOBRE EL ACUERDO DE LA ACCIÓN DE GRUPO Y LA FECHA DE LA
13 AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL, que se enviará por correo a
14 los Miembros del Grupo en inglés con una traducción al español en el formulario, sin variación
15 sustanciales, adjunto como Anexo A y está incorporado como referencia a este Acuerdo.

16 1.12. “Período del grupo” se refiere al período comprendido entre el 25 de octubre de
17 2020 y el 15 de noviembre de 2023.

18 1.13. “Representante del Grupo” se refiere a la Demandante nombrada en la demanda
19 operativa en la Acción que solicita la aprobación del Tribunal para actuar como Representante
20 del Grupo.

21 1.14. “Pago de Servicio de la Representante del Grupo” se refiere al pago que se le hace
22 a la Representante del Grupo por iniciar la Acción y proporcionar servicios en apoyo de la Acción.

23 1.15. “Tribunal” se refiere al Tribunal Superior de California, Condado de Los Angeles.

24 1.16. “Demandados” se refiere a los Demandados nombrados Dimension Development
25 Company, Inc., DR Hotel Employee Leasing, LLC y Dimension Development Two, LLC.

26 1.17. “Abogado de la Defensa” se refiere a Shareef S. Farag y Nicholas D. Poper de
27 Baker & Hostetler LLP.

28 1.18. “Fecha de entrada en vigor” se refiere a la fecha en la que hayan ocurrido las dos
circunstancias siguientes: (a) el Tribunal dicta una Sentencia sobre su Orden que otorga la
aprobación final del Acuerdo; y (b) la sentencia es definitiva. La Sentencia es definitiva a partir
de la última de las siguientes circunstancias: (a) si ningún Miembro del Grupo Participante se
opone al Acuerdo, el día en que el Tribunal dicta la Sentencia; (b) si uno o más Miembros del
Grupo Participantes se oponen al Acuerdo, el día siguiente a la fecha límite para presentar un

1 aviso de apelación contra la sentencia; o si se presenta una apelación oportuna contra la Sentencia,
2 el día siguientes a la confirmación de la sentencia por parte del Tribunal de apelaciones y la
3 emisión de una remisión.

4 1.19. “Orden de aprobación final” se refiere a la orden del Tribunal que otorga la
5 aprobación final del Acuerdo.

6 1.20. “Audiencia de Aprobación Final” se refiere a la audiencia del Tribunal sobre la
7 Moción de Aprobación Final del Acuerdo.

8 1.21. “Sentencia Definitiva” se refiere a la Sentencia Dictada por el Tribunal al Otorgar
9 la Aprobación Final del Acuerdo. Se adjunta un formulario de Sentencia Final propuesta como
10 **Anexo C.**

11 1.22. “Monto Bruto del Acuerdo” se refiere a Ciento Setenta Mil Dólares y Cero
12 Centavos (\$170,000.00), que es el monto total que los Demandados acuerdan pagar, se les puede
13 exigir que paguen o puedan hacer que se paguen en virtud del Acuerdo, excepto según lo dispuesto
14 en el Párrafo 9 más adelante. El Monto Bruto del Acuerdo se utilizará para pagar los Pagos
15 Individuales del Grupo, los Pagos Individuales de PAGA, el Pago de LWDA a PAGA, los
16 Honorarios del Abogado del Grupo, los Gastos del Abogado del Grupo, el Pago del Servicio del
17 Representante del Grupo y los Gastos del Administrador.

18 1.23. “Pago Individual del Grupo” se refiere a la parte prorrateada del Miembro del
19 Grupo Participante del Monto Neto del Acuerdo calculado de acuerdo con la cantidad de semanas
20 laborales trabajadas durante el Período del Grupo.

21 1.24. “Pago individual PAGA” se refiere a la parte prorrateada del Empleado agraviado
22 del 35% de las Sanciones de PAGA calculadas de acuerdo con la cantidad de Períodos de pago
23 PAGA trabajados durante el Período PAGA.

24 1.25. “Sentencia” se refiere a la sentencia dictada por el Tribunal basada en la
25 Aprobación Final.

26 1.26. “LWDA” se refiere a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de
27 California, la agencia autorizada, según la sección 2699, inciso (i) del Código Laboral.

28 1.27. “Pago a la LWDA en concepto de PAGA” se refiere al 65% de las sanciones de
PAGA pagadas a la LWDA según la sección 2699, inciso (i) del Código Laboral.

1.28. “Monto Neto del Acuerdo” se refiere al Monto Bruto del Acuerdo, menos los
siguientes pagos en los montos aprobados por el Tribunal: Pagos individuales PAGA, el Pago a
la LWDA en concepto de PAGA, el Pago por los Servicios de la Representante del Grupo, el
Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de Litigios del Abogado del Grupo

1 y el Pago de los Gastos de Administración. El resto se pagará a los Miembros del Grupo
2 Participantes como Pagos Individuales del Grupo.

3 1.29. “Miembro del Grupo No Participante” se refiere a cualquier Miembro del Grupo
4 que opte por no participar en el Acuerdo enviando al Administrador una Solicitud de Exclusión
válida y oportuna.

5 1.30. “Período de pago de PAGA” se refiere a cualquier período de pago durante el cual
6 un Empleado agraviado haya trabajado para los Demandados durante al menos un día durante el
Período PAGA.

7 1.31. “Período PAGA” se refiere al período comprendido entre el 24 de octubre de 2023
8 y el 15 de noviembre de 2023.

9 1.32. “PAGA” se refiere a la Ley de Abogados Generales Privados de California
10 (Código Laboral, sección 2698 *et seq.*).

11 1.33. “Aviso de PAGA” se refiere a la carta enviada por la Demandante el 24 de octubre
12 de 2024 a los Demandados y a la LWDA en la que se les notifica, de conformidad con la sección
2699.3, inciso (a) del Código Laboral y cualquier enmienda a dicho aviso.

13 1.34. “Sanciones de PAGA” se refiere al monto total de las Sanciones civiles de PAGA
14 que se pagarán del Monto Bruto del Acuerdo, asignado el 35% a los Empleados Agraviados
15 (\$7,000.00) y el 65% a la LWDA (\$13,000.00) en concepto de liquidación de las reclamaciones
PAGA.

16 1.35. “Miembro del Grupo Participante” se refiere a un Miembro del Grupo que no
17 presenta una Solicitud de Exclusión válida y oportuna del Acuerdo.

18 1.36. “Demandante” se refiere a Maria Jacqueline Batres, la demandante nombrada en
19 la Acción.

20 1.37. “Aprobación Preliminar” se refiere a la Orden del Tribunal que otorga la
Aprobación Preliminar del Acuerdo.

21 1.38. “Orden de Aprobación Preliminar” se refiere a la Orden propuesta que otorga la
22 aprobación preliminar y la aprobación del Acuerdo de PAGA. Se adjunta un formulario de
23 propuesta de Orden de Aprobación Preliminar como **Anexo B**.

24 1.39. “Reclamaciones del grupo exoneradas” se refiere a las reclamaciones que se
exoneran tal y como se describe en el Párrafo 6.2 más adelante.

1.40. “Reclamaciones PAGA Exoneradas” se refiere a las reclamaciones que se exoneran como se describe en el Párrafo 6.3 más adelante.

1.41. “Partes exoneradas” se refiere a: los Demandados Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, y Dimension Development Two, LLC, G&B Hotel Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, y cada una de sus empresas matrices, subsidiarias, divisiones y/o empresas afiliadas pasadas, presentes y futuras, y cada uno de sus anteriores y presentes funcionarios, directores, accionistas, propietarios, miembros, gerentes, agentes gerentes administrativos, empleados, abogados, aseguradoras, predecesores, sucesores y cesionarios.

1.42. “Solicitud de exclusión” se refiere a la presentación por parte de un Miembro del Grupo de una solicitud por escrito para ser excluido del Acuerdo del Grupo firmada por el Miembro del Grupo.

1.43. “Fecha límite de respuesta” se refiere a los sesenta (60) días después de que el Administrador envíe por correo el Aviso a los Miembros del Grupo y a los Empleados Agraviados y será la última fecha en la que los Miembros del Grupo podrán: (a) enviar por fax, correo electrónico o correo postal una Solicitud de Exclusión del Acuerdo del Grupo, o (b) enviar por fax, correo electrónico o correo postal su objeción al Acuerdo del Grupo de Demandantes. Los Miembros del Grupo a quienes se les reenvíen los Avisos del Grupo después de haber sido devueltos sin poder entregarse al Administrador tendrán catorce (14) días de calendario adicionales después de que haya vencido la fecha límite de Respuesta.

1.44. “Acuerdo” se refiere a la resolución de la Acción efectuada por el presente Acuerdo y la Sentencia.

1.45. “Semana laboral” se refiere a cualquier semana durante la cual un Miembro del Grupo trabajó para los Demandados por lo menos un día durante el Período del Grupo.

2. CONSIDERANDOS.

2.1. El 25 de octubre de 2024, la Demandante inició esta Acción presentando una Demanda en la que alegaba causas de acción contra los Demandados por no pagar los salarios, no proporcionar períodos de comida, no autorizar ni permitir períodos de descanso, no emitir las nóminas salariales adecuadas, no pagar los salarios a tiempo y otras reclamaciones relacionadas. El 30 de diciembre de 2024, la Demandante presentó una Primera Demanda Enmendada alegando causas de acción contra los Demandados por no pagar los salarios, no proporcionar períodos de comida, no autorizar ni permitir períodos de descanso, no emitir nóminas salariales adecuadas, no pagar los salarios a tiempo y otras reclamaciones relacionadas. La Primera Demanda

Enmendada es la demanda operativa en la Acción (la “Demanda Operativa”). Los demandados niegan las alegaciones en la Demanda Operativa, niegan cualquier incumplimiento de las leyes identificadas en la Demanda Operativa y niegan toda responsabilidad por las causas de acción alegadas.

2.2. De conformidad con la sección 2699.3, inciso (a) del Código Laboral, la Demandante notificó oportunamente por escrito a los Demandados y a la LWDA mediante el envío del Aviso PAGA.

2.3. El 24 de julio de 2025, las Partes participaron en una mediación de todo el día presidida por Glenn E. Lerman, Esq. que dio lugar al presente Acuerdo para resolver la Acción.

2.4. Antes de la mediación, la Demandante obtuvo, a través de una revelación de pruebas, el número de Miembros del Grupo y Empleados Agraviados, el número de semanas laborales, el número de Periodos de Pago de PAGA, las tasas promedio de pago, los datos de control de horarios y nóminas de todos los Miembros del Grupo, las políticas escritas y la información relacionada. La investigación de la Demandante fue suficiente para satisfacer los criterios para la aprobación judicial establecidos en *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 y *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. El Tribunal no ha otorgado la certificación del grupo.

2.6. Las Partes, el Abogado del Grupo y el Abogado de la Defensa manifiestan que no tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones que se extinguirán o se verán afectadas por el Acuerdo.

3. TÉRMINOS MONETARIOS.

3.1. Monto Bruto del Acuerdo. Salvo que se disponga lo contrario en el Párrafo 9 más adelante, los Demandados se comprometen a pagar ciento setenta mil dólares y cero centavos (\$170,000.00) y nada más como Monto Bruto del Acuerdo, y a pagar por separado todos y cada uno de los impuestos sobre la nómina que se adeuden sobre las Partes salariales de los Pagos Individuales del Grupo. Los Demandados no tienen la obligación de pagar el Monto Bruto del Acuerdo (ni ningún impuesto sobre la nómina) antes de la fecha límite indicada en el Párrafo 6.1 del presente Acuerdo. El Administrador desembolsará la totalidad del Monto Bruto del Acuerdo sin pedir ni exigir a los Miembros del Grupo Participantes ni a los Empleados Agraviados que presenten ninguna reclamación como condición para el pago. Ninguna parte del Monto Bruto del Acuerdo se devolverá a los Demandados.

3.2. Pagos con cargo al Monto Bruto del Acuerdo. El Administrador realizará y

deducirá los siguientes pagos con cargo al Monto Bruto del Acuerdo, en los montos especificados por el Tribunal en la Aprobación Final:

3.2.1. A la Demandante: Pago por Servicios prestados como Representante del Grupo a la Representante del Grupo un monto de no más de \$5,000.00 (además de cualquier Pago Individual del Grupo y cualquier Pago Individual PAGA al que tenga derecho la Representante del Grupo como Miembro del Grupo Participante). Los Demandados no se opondrán a la solicitud de la Demandante de un Pago por Servicios prestados como Representante del Grupo que no exceda este monto. Como parte de la moción para el Pago de Honorarios del Abogado del Grupo y el Pago de los Gastos del Litigio del Grupo, la Demandante solicitará la aprobación del Tribunal para cualquier Pago por Servicios prestados como Representante del Grupo a más tardar 16 días hábiles antes de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago por Servicios de Representante del Grupo inferior al monto solicitado, el Administrador retendrá el resto en el Monto Neto del Acuerdo. El Administrador pagará el Pago por Servicios del Representante del Grupo utilizando el Formulario 1099 del IRS. La Demandante asume toda la responsabilidad por los impuestos laborales adeudados sobre el Pago por Servicios del Representante del Grupo.

3.2.2. Al Abogado del Grupo: Un Pago por Honorarios del Abogado del Grupo de no más del 33 y 1/3%, que actualmente se estima en \$56,666.67 y un Pago por Gastos de Litigio del Abogado del Grupo de no más de \$17,500.00. Los Demandados no se opondrán a las solicitudes de estos pagos siempre que no excedan estos montos. La Demandante y/o el Abogado del Grupo presentarán una moción para el Pago de los Honorarios del Abogado del Grupo y el Pago por Gastos de Litigio del Grupo a más tardar 16 días hábiles antes de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago de Honorarios del Abogado del Grupo y/o un Pago por Gastos de Litigio del Abogado del Grupo inferior a los montos solicitados, el Administrador asignará el resto al Monto Neto del Acuerdo. Las Partes exoneradas no tendrán ninguna responsabilidad ante el Abogado del Grupo o cualquier otro Abogado de la Demandante que surja de cualquier reclamación sobre cualquier parte del Pago de Honorarios del Abogado del Grupo y/o Pago por los Gastos del Litigio del Abogado del Grupo. El Administrador pagará el Pago de Honorarios del Abogado del Grupo y el Pago por los Gastos del Abogado del Grupo utilizando uno o varios Formularios 1099 del IRS. El Abogado del Grupo asume toda la responsabilidad y la obligación de los impuestos adeudados sobre el Pago de los Honorarios del Abogado del Grupo y el Pago por los Gastos de Litigio del Abogado del Grupo y exime a los Demandados de toda responsabilidad e indemniza a los Demandados de cualquier disputa o controversia relacionada con la división o el reparto de cualquiera de estos Pagos.

3.2.3. Al Administrador: Un pago por gastos del administrador que no excederá los \$12,000.00, excepto que se demuestre una causa justificada y lo apruebe el Tribunal. En la medida en que los Gastos de Administración sean inferiores o el Tribunal apruebe un pago inferior a \$12,000.00, el Administrador retendrá el resto en el Monto Neto del Acuerdo.

3.2.4. A cada miembro del grupo participante: Un Pago Individual del Grupo calculado (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros del Grupo Participantes durante el Período del Grupo y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro del Grupo Participante.

3.2.4.1. Asignación de impuestos de los pagos individuales del grupo. El 10.00% del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de las reclamaciones salariales (la “Porción Salarial”). Las porciones salariales están sujetas a retención de impuestos y se declararán en un formulario W-2 del IRS. El 90.00% del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de reclamaciones por intereses y sanciones (la “Porción No Salarial”). Las porciones no salariales no están sujetas a retenciones salariales y se declararán en los formularios 1099 del IRS. Los Miembros del Grupo Participantes asumen toda la responsabilidad por los impuestos laborales adeudados sobre el Pago Individual del Grupo.

3.2.4.2. Efecto de los Miembros del Grupo No Participantes en el Cálculo de los Pagos Individuales del Grupo. Los Miembros del Grupo No Participantes no recibirán ningún Pago Individual del Grupo. El Administrador retendrá montos iguales a sus Pagos Individuales del Grupo en el Monto Neto del Acuerdo para distribuirlos entre los Miembros del Grupo Participantes de forma proporcional.

3.2.5. A la LWDA y a los Empleados Agraviados: Las sanciones de PAGA por un monto de \$20,000.00 que se pagarán con cargo al Monto Bruto del Acuerdo, con el 65% (\$13,000.00) asignado al Pago de la LWDA en concepto de PAGA y el 35% (\$7,000.00) asignado a los Pagos Individuales en concepto de PAGA.

3.2.5.1. El Administrador calculará cada Pago Individual PAGA (a) dividiendo el monto de la participación correspondiente a los Empleados Afectados (35% de las sanciones PAGA, \$7,000.00) entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados durante el Período de PAGA y (b) multiplicando el resultado por los Períodos de Pago de PAGA de cada Empleado Agraviado. Los Empleados Agraviados asumen toda la responsabilidad y obligación por los impuestos adeudados sobre el Pago Individual de PAGA.

3.2.5.2. Si el Tribunal aprueba las Sanciones de PAGA inferiores al

1 monto solicitado, el Administrador asignará el resto al Monto Neto del Acuerdo. El
2 Administrador informará de los pagos individuales de PAGA en los formularios 1099 del IRS.

3 **4. FINANCIACIÓN DEL ACUERDO Y PAGOS.**

4 4.1. Semanas laborales del Grupo y períodos de pago de PAGA. Según una revisión
5 de los registros hasta la fecha, los Demandados estiman que hay 106 Miembros del Grupo que
6 trabajaron colectivamente un total de aproximadamente 6,204 semanas laborales y 66 Empleados
7 agraviados que trabajaron un total de aproximadamente 126 Períodos de pago de PAGA.

8 4.2. Datos del Grupo. En un plazo máximo de 15 días después de la emisión y
9 notificación de la Orden que otorga la Aprobación Preliminar del Acuerdo, los Demandados
10 entregarán simultáneamente los Datos del Grupo al Administrador, en un formato de hoja de
11 cálculo de Microsoft Excel. Para proteger los derechos de privacidad de los Miembros del Grupo,
12 el Administrador deberá mantener la confidencialidad de los Datos del Grupo, usar los Datos del
13 Grupo únicamente para los fines de este Acuerdo y para ningún otro propósito, y restringir el
14 acceso a los Datos del Grupo a los empleados del Administrador que necesitan acceso a los Datos
15 del Grupo para efectuar y cumplir el presente Acuerdo. Los Demandados tienen la obligación
16 continua de notificar inmediatamente al Abogado del Grupo si descubren que los Datos del Grupo
17 omitieron información de identificación de los miembros del grupo y de proporcionar los Datos
18 del Grupo corregidos o actualizados tan pronto como sea razonablemente posible. Sin ninguna
19 extensión del plazo en el que los Demandados deben enviar los Datos del Grupo al Administrador,
20 las Partes y sus abogados harán todo lo posible, de buena fe, para reconstruir o resolver cualquier
21 problema relacionado con los Datos del Grupo faltantes u omitidos.

22 4.3. Financiación del Monto Bruto del Acuerdo. Los Demandados financiarán
23 completamente el Monto Bruto del Acuerdo y también financiarán los montos necesarios para
24 pagar completamente la parte de les corresponde de los impuestos sobre las nóminas, transfiriendo
25 los fondos al Administrador en un plazo máximo de 14 días después de la Fecha de Entrada en
26 Vigor. El Administrador calculará la participación que les corresponde a los Demandados de los
27 impuestos sobre la nómina y proporcionará los cálculos al Abogado de la Defensa en un plazo
28 máximo de 5 días después de la Fecha de Entrada en Vigor.

4.4. Pagos del Monto Bruto del Acuerdo. En un plazo de 14 días después de que los
Demandados financien el Monto Bruto del Acuerdo, el Administrador enviará por correo cheques
correspondientes a todos los Pagos Individuales del Grupo, todos los Pagos Individuales de
PAGA, el Pago de la LWDA en concepto de PAGA, el Pago por los Gastos de Administración,
el Pago de Honorarios del Abogado del Grupo, el Pago por los Gastos de Litigio del Abogado del
Grupo y el Pago por los Servicios prestados por la Representante del Grupo. El desembolso del

Pago de los Honorarios del Abogado del Grupo, el Pago por los Gastos de Litigio del Abogado del Grupo y el Pago por los Servicios prestados por la Representante del Grupo no se realizarán antes del desembolso de los Pagos Individuales del Grupo y los Pagos Individuales de PAGA.

4.4.1. El Administrador emitirá cheques para los Pagos Individuales del Grupo y/o los Pagos Individuales de PAGA y los enviará a los Miembros del Grupo por correo postal de primera clase de los Estados Unidos, con franqueo prepagado. En el anverso de cada cheque se indicará de manera destacada la fecha (no menos de 180 días después de la fecha de envío) en que se el cheque quedará anulado. El Administrador cancelará todos los cheques que no se hayan cobrado antes de la fecha de anulación. El Administrador enviará cheques para los Pagos Individuales del Acuerdo a todos los Miembros del Grupo Participantes (incluidos los miembros a quienes el Aviso del Grupo fue devuelto por no poder entregarse). El Administrador enviará cheques de los Pagos Individuales de PAGA a todos los Empleados Agraviados, incluidos los Miembros del Grupo No Participantes que reúnan los requisitos para ser considerados Empleados Agraviados (incluidos a miembros a quienes el Aviso del Grupo fue devuelto por no poder entregarse). El Administrador podrá enviar a los Miembros del Grupo Participantes un único cheque que combine el Pago Individual del Grupo y el Pago Individual de PAGA. Antes de enviar cualquier cheque, el Administrador deberá actualizar las direcciones postales de los destinatarios utilizando la Base de Datos Nacional de Cambios de Dirección.

4.4.2. El Administrador debe realizar una Búsqueda de Direcciones de los Miembros del Grupo para todos los demás Miembros del Grupo cuyos cheques se devuelven sin entregar y sin la dirección de reenvío del Servicio Postal de Estados Unidos (USPS). En un plazo de 7 días después de recibir un cheque devuelto por no poder entregarse, el Administrador deberá volver a enviar los cheques por correo a la dirección de reenvío de USPS proporcionada o a una dirección determinada mediante la Búsqueda de Direcciones de los Miembros del Grupo. El Administrador no tendrá que tomar medidas adicionales para entregar los cheques a los Miembros del Grupo cuyos cheques enviados por correo se devuelven por no poder entregarse. El Administrador enviará de inmediato un cheque de reemplazo a cualquier Miembro del Grupo cuyo cheque original se haya perdido o extraviado, si así lo solicita el Miembro del Grupo antes de la fecha de anulación.

4.4.3. Para los Miembros del Grupo cuyo cheque de Pago Individual del Grupo o cheque de Pago Individual de PAGA no se cobre y se cancele después de la fecha de anulación, el Administrador transferirá los fondos representados por dichos cheques al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro del Grupo, sin dejar así ningún “saldo pendiente de pago” sujeto a los requisitos de la sección 384, inciso (b) del Código de

Procedimiento Civil de California.

4.4.4. El pago de los Pagos Individuales del Grupo y los Pagos Individuales de PAGA no obligará a los Demandados a conferir ningún beneficio adicional ni a realizar ningún pago adicional a los Miembros del Grupo (como contribuciones al plan 401(k) o bonificaciones) que no estén especificados en el presente Acuerdo.

5. [OMITIDO]

6. EXONERACIONES DE RECLAMACIONES. A partir de la fecha en que los Demandados financien completamente el Monto Bruto del Acuerdo y financien todos los impuestos sobre la nómina laboral adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo, la Demandante, los Miembros del Grupo y el Abogado del Grupo exonerarán a todas las Partes Exoneradas de las reclamaciones de la siguiente manera:

6.1 Exoneración de Responsabilidades de la Demandante. La Demandante y sus respectivos cónyuges, representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y presentes en general, exoneran y liberan a las Partes Exoneradas de todas las reclamaciones, transacciones o sucesos que ocurrieron durante el Período del Grupo, incluidos, entre otros: (a) todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, basándose en los hechos incluidos en la Demanda Operativa y (b) todas las reclamaciones de PAGA que se alegaron, o que razonablemente podría haberse alegado basándose en los hechos incluidos en la Demanda Operativa, el Aviso de PAGA de la Demandante, o que se determinaron durante la Acción y se liberaron según lo dispuesto en el Párrafo 6.3, más adelante. (“Exoneración de la Demandante”) La Exoneración de la Demandante no se extiende a ninguna reclamación o acción para hacer cumplir este Acuerdo, ni a ninguna reclamación por beneficios adquiridos, beneficios por desempleo, beneficios por discapacidad, beneficios del seguro social, beneficios de compensación para trabajadores que hayan surgido en cualquier momento, o que se basen en acontecimientos ajenos al Período del Grupo. La Demandante reconoce que la Demandante puede llegar a enterarse de hechos o leyes diferentes o adicionales a los hechos o la ley que la Demandante ahora conoce o cree que son ciertos en este momento, pero acepta, no obstante, que la Exoneración de Responsabilidades de la Demandante será y seguirá siendo efectiva en todos los aspectos, independientemente de dichos hechos diferentes o adicionales o de enterarse de estos hechos por parte de la Demandante.

6.1.1 Exoneración de los derechos de la Demandante bajo la Sección 1542 del Código Civil de California. A los efectos de la Exoneración de la Demandante, la Demandante renuncia expresamente y renuncia a las disposiciones, derechos y beneficios, si los hubiera, de la

Sección 1542 del Código Civil de California, que dice lo siguiente:

Una exoneración general no cubre las reclamaciones que el acreedor o la parte exonerante desconoce o sospecha que existen a su favor en el momento de firmar la exoneración, y que, de haberlas conocido, habrían afectado de manera significativa su acuerdo con el deudor o la parte exonerada.

6.2 Exoneración de Responsabilidades por parte de los Miembros del Grupo Participantes: Todos los Miembros del Grupo Participantes, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios tanto anteriores y presentes, exoneran a las Partes Exoneradas de todos las reclamaciones y/o teorías de responsabilidad que se hayan presentado o pudieran haberse presentado en cualquiera de los alegatos presentados en la Demanda Operativa de la Acción, basada en los hechos y teorías alegadas en la misma y en el Aviso de PAGA, incluyendo, entre otras, las reclamaciones por salarios mínimos no pagados y/o pagados por debajo del mínimo, horas extras y/u horas dobles, no proporcionar descansos para comer que cumplan con la normativa, no proporcionar descansos que cumplan con la normativa, no pagar las primas por descansos para comer y/o descansos a la tarifa salarial regular, no pagar oportunamente todos los salarios adeudados durante y/o al finalizar la relación laboral, no proporcionar nominas salariales detalladas y precisas, no mantener registros laborales precisos, competencia desleal según la sección 17200 *et. seq.* del Código de Negocios y Profesionales de California. La exoneración incluirá la exoneración de las secciones 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 del Código Laboral de California, las Órdenes Salariales pertinentes emitidas por la Comisión de Bienestar Industrial, las reclamaciones por honorarios y costos de abogados y las reclamaciones derivadas por sanciones legales. Excepto por lo establecido en la Sección 6.3 de este Acuerdo, los Miembros del Grupo Participantes no exoneran ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, compensación por accidente laboral o reclamaciones basadas en hechos ocurridos fuera del Período del Grupo.

6.3 Exoneración de responsabilidades por parte de los Empleados Agraviados. La Demandante, en nombre propio, en el de los Empleados Agraviados y en el del Estado de California, exonera a las Partes Exoneradas de todas las reclamaciones y/o teorías de responsabilidad por sanciones civiles en virtud de PAGA que se hayan presentado o podrían haberse presentado en cualquiera de los escritos presentados en la Acción basándose en los hechos y teorías alegados en la misma y en el Aviso de PAGA, incluyendo, entre otros, las secciones

201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 del Código Laboral de California, las Órdenes Salariales pertinentes emitidas por la Comisión de Bienestar Industrial, las reclamaciones por honorarios y costos de abogados y las reclamaciones derivadas por sanciones civiles. La Demandante no exonera la reclamación por salarios o daños y perjuicios de ningún Empleado Agraviado, a menos que dicho Empleado Agraviado sea un Miembro del Grupo Participante.

7. MOCIÓN DE APROBACIÓN PRELIMINAR. La Demandante se compromete a preparar y presentar una moción de aprobación preliminar (“Moción de Aprobación Preliminar”) que cumpla con la lista de verificación actual del Tribunal para las Aprobaciones Preliminares. Se adjunta como Anexo B una propuesta de Orden de Aprobación Preliminar.

7.1 Declaración de los Demandados en Apoyo de la Aprobación Preliminar. En un plazo de diez (10) días después de firmar completamente este Acuerdo, los Demandados prepararán y entregarán al Abogado del Grupo una Declaración firmada por los Demandados y el Abogado de la Defensa en la que se revelarán todos los hechos relevantes para cualquier conflicto de intereses real o potencial con el Administrador. En sus Declaraciones, el Abogado de la Defensa y los Demandados deberán declarar que no tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones que se extinguirán o se verán afectadas negativamente por el Acuerdo.

7.2 Responsabilidades de la Demandante. La Demandante preparará y entregará al Abogado de la Defensa todos los documentos necesarios para obtener la aprobación preliminar, incluidos: (i) un borrador del aviso y un memorando en apoyo de la moción de aprobación preliminar que incluya un análisis del acuerdo según *Dunk/Kullar*; (ii) un borrador de la Orden propuesta que otorga la aprobación preliminar y la aprobación del Acuerdo PAGA; (iii) un borrador de Aviso del Grupo propuesto; (iv) una declaración firmada por el Administrador en la que se adjunte su oferta de “no exceder” para administrar el Acuerdo y dando fe de su voluntad de prestar sus servicios; competencia; procedimientos operativos para proteger la seguridad de los Datos del Grupo; montos de cobertura del seguro por cualquier violación de datos, malversación de fondos u otras irregularidades; todos los hechos relevantes para cualquier conflicto de intereses real o potencial con los Miembros del Grupo; y la naturaleza y el alcance de cualquier relación financiera con la Demandante, el Abogado del Grupo o el Abogado de la Defensa; (v) una declaración firmada por la Demandante en la que confirme su voluntad y competencia para prestar servicios y divulgar todos los hechos relevantes para cualquier conflicto de intereses real o potencial con los Miembros del Grupo y/o el Administrador; (v) una declaración firmada por cada bufete de Abogados del Grupo que acredite su competencia para

representar a los Miembros del Grupo; su transmisión oportuna a la LWDA de todos los documentos necesarios de PAGA (aviso inicial de violaciones (sección 2699.3, inciso (a) del Código Laboral), Demanda operativa (sección 2699, inciso (1)(1) del Código Laboral), este Acuerdo (sección 2699, inciso (1)(2) del Código Laboral); vi) una versión del Acuerdo de las Partes en la que se indiquen todas las modificaciones realizadas al Acuerdo Modelo, lista para su presentación ante el Tribunal; y (vii) todos los hechos relevantes para cualquier conflicto de intereses real o potencial con los Miembros del Grupo, el Administrador y/o el Beneficiario de Cy Pres. En sus Declaraciones, la Demandante y el Abogado del Grupo afirmarán que no tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones las cuales se extinguirán o se verán afectados negativamente por el Acuerdo.

7.3 Responsabilidades del Abogado. El Abogado del Grupo será responsable de finalizar y presentar rápidamente la Moción de Aprobación Preliminar en un plazo máximo de 30 días después de firmar completamente el presente Acuerdo; obtener una fecha de audiencia expedita para la Moción de Aprobación Preliminar; y por comparecer ante el Tribunal para abogar a favor de la Moción de Aprobación Preliminar. El Abogado del Grupo es responsables de entregar la Aprobación Preliminar del Tribunal al Administrador.

7.4 Obligación de Cooperar. Si las Partes no están de acuerdo sobre algún aspecto de la Moción de Aprobación Preliminar propuesta y/o las declaraciones y documentos de apoyo, el Abogado del Grupo y el Abogado de la Defensa colaborarán conjuntamente de manera expedita en nombre de las Partes, reuniéndose en persona o por teléfono, y de buena fe, para resolver el desacuerdo. Si el Tribunal no otorga la Aprobación Preliminar o condiciona la Aprobación Preliminar a cualquier cambio sustancial en el presente Acuerdo, el Abogado del Grupo y el Abogado de la Defensa colaborarán conjuntamente de manera expedita en nombre de las Partes, reuniéndose en persona o por teléfono, y de buena fe, para modificar el Acuerdo y satisfacer las posibles inquietudes del Tribunal.

8. ADMINISTRACIÓN DEL ACUERDO.

8.1 Selección del Administrador. Las Partes han seleccionado conjuntamente a Phoenix Settlement Administrators para que actúe como Administradores y han verificado que, como condición para su nombramiento, Phoenix Settlement Administrators acepta quedar sujeto al presente Acuerdo y desempeñar, en calidad de fiduciario, todas las funciones especificadas en este Acuerdo a cambio del pago de los Gastos de Administración. Las Partes y sus Abogados declaran que no tienen ningún interés ni relación, financiera o de otro tipo, con el Administrado, excepto la relación profesional derivada de experiencias previas en la administración de acuerdos.

1 8.2 Número de Identificación del Empleador. El Administrador deberá tener y
2 utilizar su propio Número de Identificación del Empleador para calcular las retenciones de
3 impuestos sobre las nóminas y proporcionar informes a las autoridades fiscales, estatales y
4 federales.

5 8.3 Fondo de liquidación calificado. El Administrador establecerá un fondo de
6 liquidación que cumpla con los requisitos de un Fondo de Liquidación Calificado (Qualified
7 Settlement Fund “QSF”) según la sección 468B-1 del Reglamento del Tesoro de los Estados
8 Unidos.

9 8.4 Aviso a los Miembros del Grupo.

10 8.4.1 En un plazo máximo de tres (3) días hábiles después de recibir los Datos
11 del Grupo, el Administrador notificará al Abogado del Grupo que se ha recibido la lista e indicará
12 el número de Miembros del Grupo, Empleados Agraviados, Semanas Laborales y Períodos de
13 Pago de PAGA en los Datos del Grupo.

14 8.4.2 El Administrador hará todo lo posible para actuar lo antes posible, y en
15 ningún caso pasarán más de 14 días después de recibir los Datos del Grupo, para enviar a todos
16 los Miembros del Grupo identificados en los Datos del Grupo, a través del correo de primera clase
17 del Servicio Postal de los Estados Unidos (“USPS”), el Aviso del Grupo con traducción al
18 español, si corresponde, sustancialmente en la forma adjunta a este Acuerdo como Anexo A. La
19 primera página del Aviso del Grupo deberá incluir de manera destacada la estimación de los
20 montos en dólares de cualquier Pago Individual del Grupo y/o Pago Individual de PAGA
21 pagadero al Miembro del Grupo, así como el número de Semanas Laborales y Períodos de Pago
22 de PAGA (si corresponde) utilizados para calcular estos montos. Antes de enviar por correo los
23 Avisos del Grupo, el Administrador deberá actualizar las direcciones de los Miembros del Grupo
24 utilizando la base de datos Nacional de Cambios de Dirección.

25 8.4.3 En un plazo máximo de 3 días hábiles después de que el Administrador
26 reciba cualquier Aviso del Grupo devuelto por USPS como no entregado, el Administrador
27 volverá a enviar por correo postal el Aviso del Grupo utilizando la dirección de reenvío
28 proporcionada por USPS. Si USPS no proporciona una dirección de reenvío, el Administrador
realizará una Búsqueda de Direcciones de los Miembros del Grupo y volverá a enviar por correo
el Aviso del Grupo a la dirección más reciente obtenida. El Administrador no tiene la obligación
de realizar más intentos de localizar o enviar el Aviso del Grupo a los Miembros del Grupo cuyo
Aviso del Grupo sea devuelto por USPS por segunda vez.

1 8.4.4 Los plazos para las objeciones por escrito de los Miembros del Grupo, las
2 impugnaciones a las Semanas Laborales y/o los Períodos de Pago de PAGA, y las Solicitudes de
3 Exclusión se ampliarán 14 días adicionales más allá de los 60 días previstos en el Aviso del Grupo
4 para todos los Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo. El
5 Administrador informará a los Miembros del Grupo de la ampliación del plazo junto con el Aviso
del Grupo reenviado por correo.

6 8.4.5 Si el Administrador, los Demandados o el Abogado del Grupo son
7 contactados por personas que creen que deberían haber sido incluidas en los Datos del Grupo y
8 deberían haber recibido el Aviso del Grupo, las Partes se reunirán y consultarán de inmediato, en
9 persona o por teléfono, y de buena fe, con el fin de acordar si deben ser incluidos como Miembros
10 del Grupo. Si las Partes están de acuerdo, dichas personas serán Miembros del Grupo con los
11 mismos derechos que los demás Miembros del Grupo, y el Administrador les enviará, por correo
12 electrónico o entrega al día siguiente, un Aviso del Grupo en el que se les solicitará que ejerzan
13 las opciones previstas en el presente Acuerdo en un plazo máximo de 14 días después de recibir
el Aviso del Grupo, o en las fechas límite indicadas en el Aviso del Grupo, la fecha que resulte
en un plazo más largo.

14 8.5 Solicitudes de exclusión (Opt-Outs).

15 8.5.1 Los Miembros del Grupo que deseen excluirse (optar por no participar) del
16 Acuerdo del Grupo deberán enviar al Administrador, por fax, correo electrónico o correo postal,
17 una Solicitud de Exclusión por escrito y firmada en un plazo de 60 días a partir de la fecha en
18 que el Administrador envíe por correo el Aviso del Grupo (más 14 días adicionales para los
19 Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo). Una Solicitud de
20 Exclusión es una carta de un Miembro del Grupo o su representante en la que comunica de forma
21 razonable la decisión del Miembro del Grupo de ser excluido del Acuerdo y que incluya el
22 nombre, la dirección y la dirección de correo electrónico o el número de teléfono del Miembro
del Grupo. Para que sea válida, la Solicitud de exclusión debe enviarse oportunamente por fax,
correo electrónico o con sello del correo postal antes de la fecha límite de respuesta.

23 8.5.2 El Administrador no podrá rechazar una Solicitud de Exclusión por no
24 ser válida porque no contiene toda la información especificada en el Aviso del Grupo. El
25 Administrador aceptará las Solicitudes de Exclusión como válidas si el Administrador puede
26 determinar razonablemente la identidad de la persona como Miembro del Grupo y el deseo del
27 Miembro del Grupo de ser excluido. La decisión del Administrador será definitiva y no será
28 apelable ni susceptible de impugnación. Si el Administrador tiene motivos para cuestionar la

1 autenticidad de una Solicitud de Exclusión, el Administrador puede solicitar pruebas adicionales
2 de la identidad del Miembro del Grupo. La decisión de autenticidad del Administrador será
3 definitiva y no será apelable ni susceptible de impugnación.

4 8.5.3 Todo Miembro del Grupo que no presente una Solicitud de Exclusión
5 válida y dentro del plazo establecido se considerará Miembro del Grupo Participante de
6 conformidad con el presente Acuerdo, con derecho a todos los beneficios y sujeto a todos los
7 términos y condiciones del Acuerdo, incluidas las Exoneraciones de Responsabilidades de los
8 Miembros del Grupo Participantes de conformidad con los Párrafos 6.2 y 6.3 del presente
9 Acuerdo, independientemente de si el Miembro del Grupo Participante reciba efectivamente el
10 Aviso del Grupo o se opone Acuerdo.

11 8.5.4 Cada Miembro del Grupo que presente una Solicitud de Exclusión válida
12 y dentro del plazo establecido se considerará Miembro del Grupo No Participante y no recibirá
13 un Pago Individual del Grupo ni tendrá derecho a oponerse a los componentes de acción del
14 Acuerdo. Se considerará que los Miembros del Grupo No Participantes que sean Empleados
15 Agraviados exoneran a las reclamaciones identificadas en el Párrafo 6.3 de este Acuerdo y tendrán
16 derecho a un Pago Individual de PAGA.

17 8.6 Impugnaciones del Cálculo de las Semanas Laborales. Cada Miembro del Grupo
18 tendrá 60 días después de que el Administrador envíe por correo el Aviso del Grupo (más 14 días
19 adicionales para los Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo)
20 para impugnar el número de las Semanas Laborales del Grupo y los Períodos de Pago de PAGA
21 (si corresponde) asignados al Miembro del Grupo en el Aviso del Grupo. Esto también se conoce
22 como disputa. El Miembro del Grupo puede impugnar la asignación comunicándose con el
23 Administrador por fax, correo electrónico o correo postal. El Administrador debe animar al
24 Miembro del Grupo que impugna la asignación a que presente la documentación de apoyo. En
25 ausencia de documentación que demuestre lo contrario, el Administrador tiene derecho a suponer
26 que las semanas laborales que aparecen en el Aviso del Grupo son correctas, siempre que sean
27 consistentes con los Datos del Grupo. La decisión del Administrador sobre la asignación de
28 Semanas Laborales y/o Períodos de Pago de PAGA a cada Miembro del Grupo será definitiva y
no será apelable ni susceptible de impugnación. El Administrador proporcionará de inmediato
copias de todas las impugnaciones al cálculo de las Semanas Laborales y/o los Períodos de Pago
de PAGA al Abogado de la Defensa y al Abogado del Grupo, así como la decisión del
Administrador sobre las impugnaciones.

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1 8.7 Objeciones al Acuerdo.

2 8.7.1 Únicamente los Miembros del Grupo Participantes pueden objetar los
3 componentes de la Acción del Grupo de la Conciliación y/o este Acuerdo, incluyendo impugnar
4 la equidad de la Conciliación y/o los montos solicitados para el Pago de los Honorarios del
5 Abogado del Grupo, el Pago de los Gastos de Litigio del Abogado del Grupo y/o el Pago de los
6 Servicios de la Representante del Grupo.

7 8.7.2 Los Miembros del Grupo Participantes pueden enviar objeciones por
8 escrito al Administrador, por fax, correo electrónico o correo postal. Como alternativa, los
9 Miembros del Grupo Participantes pueden comparecer ante el Tribunal (o contratar a un abogado
10 para que comparezca ante el Tribunal) para presentar objeciones verbales en la Audiencia de
11 Aprobación Final. Los Miembros del Grupo Participantes que decidan enviar una objeción por
12 escrito al Administrador deben hacerlo en un plazo máximo de 60 días a partir de la fecha de
13 envío por correo del Aviso del Grupo por parte del Administrador (más 14 días adicionales para
14 los Miembros del Grupo cuyo Aviso del Grupo se volvió a enviar por correo).

15 8.7.3 Los Miembros del Grupo No Participantes no tienen derecho a oponerse a
16 ninguno de los componentes de la Acción del Grupo del Acuerdo.

17 8.8 Obligaciones del Administrador. El Administrador tiene la obligación de realizar
18 o cumplir todas las obligaciones que le correspondan según lo establecido en el presente Acuerdo
19 o en cualquier otro documento.

20 8.8.1 Sitio web, dirección de correo electrónico y número gratuito. El
21 Administrador establecerá, mantendrá y utilizará un sitio web de Internet para publicar
22 información de interés para los Miembros del Grupo, incluida la fecha, hora y lugar de la
23 Audiencia de Aprobación Final, así como copias del Acuerdo de Conciliación, la Moción de
24 Aprobación Preliminar, la Aprobación Preliminar, el Aviso del Grupo, la Moción de Aprobación
25 Final, la Moción de Pago de Honorarios del Abogado del Grupo, el Pago de los Gastos de Litigio
26 del Abogado del Grupo y Pago de los Servicios de la Representante del Grupo, la Orden de
27 Aprobación Final y la Sentencia. El Administrador también mantendrá y supervisará una
28 dirección de correo electrónico y un número de teléfono gratuito para recibir llamadas, faxes y
correos electrónicos de los Miembros del Grupo.

 8.8.2 Solicitudes de Exclusión (Opt-outs) y Lista de Exclusión. El
Administrador revisará de forma inmediata y continua las Solicitudes de Exclusión para
determinar su validez. En un plazo máximo de 5 días después de la expiración del plazo para
presentar las Solicitudes de Exclusión, el Administrador enviará por correo electrónico una lista

1 al Abogado del Grupo y al Abogado de la Defensa que incluirá (a) los nombres y otra información
2 de identificación de los Miembros del Grupo que hayan presentado oportunamente las Solicitudes
3 de Exclusión válidas (“Lista de Exclusión”); (b) los nombres y otra información de identificación
4 de los Miembros del Grupo que hayan presentado Solicitudes de Exclusión no válidas; (c) copias
de todas las Solicitudes de Exclusión del Acuerdo presentadas (ya sean válidas o no válidas).

5 8.8.3 Informes Semanales. El Administrador deberá proporcionar semanalmente
6 informes por escrito al Abogado del Grupo y al Abogado de la Defensa que, entre otras cosas, se
7 recopile el número de: Avisos del Grupo enviados o reenviados por correo, Avisos del Grupo
8 devueltos por no haberse podido entregar, Solicitudes de Exclusión (ya sean válidas o no válidas)
9 recibidas, objeciones recibidas, impugnaciones a las Semanas Laborales y/o Períodos de Pago de
10 PAGA recibidos y/o resueltos, y cheques enviados por correo para Pagos Individuales del Grupo
11 y Pagos Individuales de PAGA (“Informe Semanal”). Los Informes Semanales deben incluir la
12 evaluación del Administrador sobre la validez de las Solicitudes de Exclusión y adjuntar copias
de todas las Solicitudes de Exclusión y objeciones recibidas.

13 8.8.4 Impugnaciones relacionadas con las Semanas Laborales y/o el Período de
14 Pago de PAGA. El Administrador tiene la autoridad para atender y tomar decisiones finales
15 consistentes con los términos de este Acuerdo, sobre todas las impugnaciones de los Miembros
16 del Grupo sobre el cálculo de las Semanas Laborales y/o los Períodos de Pago de PAGA. La
17 decisión del Administrador será definitiva e inapelable ni susceptible de impugnación.

18 8.8.5 Declaración del Administrador. En un plazo máximo de 14 días antes de la
19 fecha en que la Demandante deberá presentar la Moción para la Aprobación Final del Acuerdo,
20 el Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa, una
21 declaración firmada apta para su presentación ante el Tribunal en la que certifique su diligencia
22 y cumplimiento de todas las obligaciones establecidas en el presente Acuerdo, incluyendo, entre
23 otras, el envío por correo del Aviso del Grupo, los Avisos del Grupo devueltos por no haberse
24 podido entregar, el reenvío de los Avisos del Grupo, los intentos de localizar a los Miembros del
25 Grupo, el número total de Solicitudes de Exclusión del Acuerdo que haya recibido (tanto válidas
26 como no válidas), el número de objeciones por escrito y adjuntará la Lista de Exclusión. El
27 Administrador complementará su declaración según sea necesario o solicitado por las Partes y/o
28 el Tribunal. El Abogado del Grupo es responsable de presentar las declaraciones del
Administrador ante el Tribunal.

8.8.6 Informe Final del Administrador. En un plazo de 10 días después de que el
Administrador haya desembolsado la totalidad de los fondos del Monto Bruto del Acuerdo, el

Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa un informe final en el que se detallarán los desembolsos realizados, desglosados únicamente por el número de identificación del empleado, de todos los pagos realizados de conformidad con el presente Acuerdo. Por lo menos 15 días antes de cualquier fecha límite establecida por el Tribunal, el Administrador preparará y presentará al Abogado del Grupo y al Abogado de la Defensa una declaración firmada adecuada para su presentación ante el Tribunal en la que certifique el desembolso de todos los pagos requeridos de conformidad con el presente Acuerdo. El Abogado del Grupo es responsable de presentar la declaración del Administrador ante el Tribunal.

9. ESTIMACIONES DEL TAMAÑO DEL GRUPO Y CLÁUSULA DE AJUSTE. En base a una revisión de los registros de los Demandados hasta la fecha, los Demandados estiman que hay 106 Miembros del Grupo que colectivamente trabajaron un total de 6,204 semanas laborales. Si el total de semanas laborales trabajadas por los Miembros del Grupo durante el Período del Grupo supera las 6,204 en más del diez por ciento (10%) a la fecha en que el Tribunal otorgue la aprobación preliminar del acuerdo (es decir, más de 6,824 semanas laborales), entonces el Monto Bruto del Acuerdo, que incluya el Pago de los Honorarios del Abogado del Grupo, el Pago por los Servicios de la Representante del Grupo, la asignación de Sanciones de PAGA, y los Pagos Individuales del Grupo, aumentarán proporcionalmente según el número de semanas laborales adicionales por encima del diez por ciento (10%) (por ejemplo, si el número de semanas laborales aumenta en un 11%, entonces el Monto Bruto del Acuerdo se incrementará en un 1%).

10. DERECHO DE LOS DEMANDADOS A RETIRARSE. Si el número de Solicitudes de Exclusión válidas identificadas en la Lista de Exclusión supera el ocho por ciento (8%) del total de todos los Miembros del Grupo, los Demandados pueden, sin estar obligados a hacerlo, optar por retirarse del Acuerdo. Las Partes acuerdan que, si los Demandados se retiran, el Acuerdo será nulo ab initio, no tendrá validez ni efecto alguno, y que ninguna de las Partes tendrá ninguna otra obligación de cumplir con lo establecido en el presente Acuerdo; siempre que, los Demandados seguirán siendo responsables del pago de todos los Gastos de Administración del Acuerdo incurridos hasta ese momento. Los Demandados deberán notificar al Abogado del Grupo y al Tribunal su decisión de retirarse en un plazo máximo de 7 días después de que el Administrador envíe la Lista de Exclusión final al Abogado de la Defensa; las decisiones tardías no tendrán ningún efecto.

11. MOCIÓN PARA LA APROBACIÓN FINAL. En un plazo máximo de 16 días hábiles antes de la Avista de Aprobación Final programada, la Demandante presentará ante el Tribunal

1 una moción para la aprobación final del Acuerdo, que incluye una solicitud de aprobación del
2 acuerdo PAGA bajo la sección 2699, inciso (l) del Código Laboral, una propuesta de Orden de
3 Aprobación Final y una propuesta de Sentencia (colectivamente “Moción de Aprobación Final”).
4 La Demandante deberá proporcionar borradores de estos documentos al Abogado de la Defensa
5 a más tardar 7 días antes de presentar la Moción de Aprobación Final. El Abogado del Grupo y
6 el Abogado de la Defensa se reunirán y consultarán de manera expedita en persona o por teléfono,
7 y de buena fe, para resolver cualquier desacuerdo relacionado con la Moción de Aprobación Final.

8 11.1 Respuesta a las Objeciones. Cada Parte se reserva el derecho de responder a las
9 objeciones planteadas por un Miembro del Grupo Participante, incluido el derecho a presentar
10 documentos de respuesta ante el Tribunal a más tardar 5 días hábiles antes de la Audiencia de
11 Aprobación Final, o según lo ordene o acepte el Tribunal.

12 11.2 Obligación de Cooperar. Si el Tribunal no otorga la Aprobación Final o
13 condiciona la Aprobación Final a cambios sustanciales en el Acuerdo (incluido, entre otros, el
14 alcance de la exoneración que otorgarán los Miembros del Grupo y/o los Empleados Agravados),
15 las Partes colaborarán conjuntamente de buena fe de manera expedita para atender las
16 preocupaciones del Tribunal, revisando el Acuerdo según sea necesario para obtener la
17 Aprobación Final. La decisión del Tribunal de otorgar menos de los montos solicitados para el
18 Pago por los Servicios de la Representante del Grupo, el Pago de los Honorarios del Abogado del
19 Grupo, el Pago de los Gastos de Litigios del Abogado del Grupo y/o el Pago de los Gastos del
20 Administrador no constituirá una modificación sustancial del Acuerdo en el sentido de este
21 párrafo.

22 11.3 Jurisdicción continua del Tribunal. Las Partes acuerdan que, después de la
23 emisión de la Sentencia, el Tribunal conservará la jurisdicción sobre las Partes, la Acción y el
24 Acuerdo únicamente para los fines de (i) hacer cumplir el presente Acuerdo y/o la Sentencia, (ii)
25 atender los asuntos relacionados con la administración del acuerdo y (iii) atender los asuntos
26 posteriores a la Sentencia que estén permitidos por la ley.

27 11.4 Renuncia al Derecho de Apelación. Siempre que la Sentencia sea coherente con
28 los términos y condiciones del presente Acuerdo, incluyendo específicamente el Pago de los
Honorarios del Abogado del Grupo y el Pago de los Gastos de Litigio del Abogado del Grupo
reflejados en el presente Acuerdo, las Partes, sus respectivos abogados y todos los Miembros del
Grupo Participantes que no se opusieron al Acuerdo según lo dispuesto en este Acuerdo,
renuncian a todos los derechos de apelación de la sentencia, incluyendo todos los derechos a los
procedimientos posteriores a la sentencia y de apelación, el derecho a presentar mociones para

1 anular la sentencia, mociones para un nuevo juicio, recursos extraordinarios y apelaciones. La
2 renuncia al derecho de apelación no incluye ninguna renuncia al derecho a oponerse a este tipo
3 de mociones, escritos o apelaciones. Si un objetor apela la Sentencia, las obligaciones de las Partes
4 de cumplir con este Acuerdo se suspenderán hasta que se resuelva definitivamente la apelación y
5 la Sentencia sea definitiva, excepto en lo que respecta a asuntos que no afecten el Monto Neto del
Acuerdo.

6 11.5 Órdenes del Tribunal de Apelación para Anular, Revocar o Modificar
7 Sustancialmente la Sentencia. Si el Tribunal revisor anula, revoca o modifica la Sentencia de una
8 manera que requiera una modificación sustancial del presente Acuerdo (incluido, entre otros, el
9 alcance de la Exoneración que otorgarán los Miembros del Grupo y/o los Empleados Agraviados),
10 este Acuerdo será nulo y sin efecto. No obstante, las Partes colaborarán conjuntamente de buena
11 fe de manera expedita para atender las preocupaciones del tribunal de apelación y obtener la
12 Aprobación Final y la Sentencia, compartiendo al cincuenta por ciento 50%, los Gastos de
13 Administración adicionales en que se incurra razonablemente después de la remisión. Una
14 decisión de apelación para anular, revocar o modificar la adjudicación por parte del Tribunal del
15 Pago por Servicios prestados por la Representante del Grupo o cualquier pago al Abogado del
Grupo no constituirá una modificación sustancial de la Sentencia en el sentido de este párrafo,
siempre que el Monto Bruto del Acuerdo permanezca sin cambios.

16 **12. SENTENCIA ENMENDADA.** Si se requiere alguna sentencia enmendada en virtud de la
17 sección 384 del Código de Procedimiento Civil, las Partes colaborarán conjuntamente de buena
fe para presentar conjuntamente una propuesta de sentencia enmendada.

18 **13. DISPOSICIONES ADICIONALES.**

19 13.1 Sin admisión de responsabilidad, certificación del Grupo o capacidad de
20 representación para otros fines. El presente Acuerdo representa un compromiso y solución de las
21 reclamaciones muy controvertidas. Nada de lo dispuesto en el presente Acuerdo pretende ni debe
22 interpretarse como una admisión por parte de los Demandados de que cualquiera de las
23 alegaciones en la Demanda Operativa tenga fundamento o de que los Demandados tengan alguna
24 responsabilidad por las reclamaciones presentadas; tampoco debe pretenderse o interpretarse
25 como una admisión por parte de la Demandante de que las defensas de los Demandados en la
26 Acción tengan fundamento. Las Partes acuerdan que la certificación del Grupo y el trato
27 representativo son únicamente para los fines de este Acuerdo. Si, por cualquier motivo, el
Tribunal otorga la Aprobación Preliminar, la Aprobación Final o dicta Sentencia, los
Demandados se reservan el derecho de impugnar la certificación de un grupo por cualquier

1 motivo, y los Demandados se reservan todas las defensas disponibles para las reclamaciones de
2 la Acción, y la Demandante se reserva el derecho de solicitar la certificación del Grupo por
3 cualquier motivo disponible y de impugnar las defensas de los Demandados. La Conciliación, el
4 presente Acuerdo y la voluntad de las Partes de resolver la Acción no tendrán ninguna influencia
5 ni serán admisibles en relación con ningún litigio (excepto en los procedimientos para hacer
6 cumplir o efectuar la Conciliación y el presente Acuerdo).

6 13.2 Confidencialidad. La Demandante, el Abogado del Grupo, los Demandados y el
7 Abogado de la Defensa acuerdan individualmente que, hasta que se presente la Moción de
8 Aprobación Preliminar del Acuerdo, ni la Demandante, ni el Abogado del Grupo, ni los
9 Demandados, ni el Abogado de la Defensa divulgarán, difundirán ni publicitarán, ni causarán o
10 permitirán que otra persona divulgue, difunda o publique, ninguno de los términos del Acuerdo
11 directa o indirectamente, específica o generalmente, a ninguna persona, empresa, asociación,
12 agencia gubernamental u otra entidad, excepto: (1) a los abogados, contadores o cónyuges de las
13 Partes, a quienes se les indicará que mantengan la confidencialidad del presente Acuerdo; (2) a
14 los abogados en asuntos relacionados; (3) en la medida necesaria para declarar los ingresos a las
15 autoridades fiscales correspondientes; (4) que sea en respuesta a una orden judicial o citación; o
16 (5) que dicha divulgación sea requerida, según lo determine el abogado de una de las Parte, por
17 ley, regulación o requisitos contractuales, bursátiles, de inversores, de inversores potenciales o
18 requisitos similares de auditoría o informes aplicables.

19 Cada Parte se compromete a notificar inmediatamente a la otra Parte sobre cualquier orden
20 judicial o administrativa, investigación o citación que solicite dicha información. La Demandante,
21 el Abogado del Grupo, los Demandados y el Abogado de la Defensa acuerdan individualmente
22 no iniciar, directa o indirectamente, ninguna conversación u otra comunicación, antes de la
23 presentación de la Moción de Aprobación Preliminar, con terceros en relación con este Acuerdo
24 o los asuntos que dan lugar a este Acuerdo, excepto para responder únicamente que “el asunto se
25 resolvió” o palabras a tal efecto. No se puede publicar información sobre la Acción o el acuerdo
26 en los sitios web del Abogado del Grupo sin el consentimiento previo por escrito de los
27 Demandados. Los Demandados dan su consentimiento para que el Abogado del Grupo incluyan
28 el nombre y el número del caso, así como una breve descripción de las reclamaciones en las
declaraciones presentadas ante el tribunal en las que se indiquen sus casos anteriores para
acreditar su idoneidad para ser nombrado Abogado del grupo. Este párrafo no restringe las
comunicaciones del Abogado del Grupo con los Miembros del Grupo de conformidad con las
obligaciones éticas que el Abogado del Grupo tiene para con los Miembros del Grupo.

1 13.3 No se permite la captación de los miembros del grupo. Las Partes acuerdan
2 individualmente que ni ellas, ni sus respectivos abogados ni empleados captarán a ningún
3 Miembro del Grupo para que opte por no participar u se oponga al Acuerdo, o apele la Sentencia.
4 Nada de lo dispuesto en este párrafo se interpretará como una restricción de la capacidad del
5 Abogado del Grupo para comunicarse con los Miembros del Grupo de conformidad con las
6 obligaciones éticas que el Abogado del Grupo tiene para con los Miembros del Grupo.

7 13.4 Acuerdo Integrado. Una vez firmado por todas las Partes y sus abogados, el
8 presente Acuerdo, junto con sus anexos adjuntos, constituirá el acuerdo completo entre las Partes
9 en relación con el Acuerdo, sustituyendo todas y cada una de las representación, garantía,
10 convenio o incentivo verbal realizado a o por cualquiera de las Partes.

11 13.5 Autorización del abogado. El Abogado del Grupo y el Abogado de la Defensa
12 garantizan y declaran por separado que están autorizados por la Demandante y los Demandados,
13 respectivamente, para tomar todas las medidas apropiadas requeridas o permitidas por dichas
14 Partes de conformidad con este Acuerdo para dar cumplimiento a sus términos, y para firmar
15 cualquier otro documento que sea razonablemente necesario para dar cumplimiento a los términos
16 del presente Acuerdo, incluidas las enmiendas a este Acuerdo.

17 13.6 Cooperación. Las Partes y sus abogados cooperarán entre sí y harán todo lo
18 posible, de buena fe, para aplicar el Acuerdo, entre otras cosas, modificando el Acuerdo de
19 Conciliación, presentando pruebas complementarias y complementando fundamentos de hecho y
20 de derecho solicitados por el Tribunal. En caso de que las Partes no puedan ponerse de acuerdo
21 sobre la forma o el contenido de cualquier documento necesario para aplicar el Acuerdo, o sobre
22 cualquier modificación del Acuerdo que pueda ser necesaria para implementar el Acuerdo, las
23 Partes solicitarán la asistencia de un mediador y/o del Tribunal para resolverlo.

24 13.7 Sin asignaciones previas. Las Partes declaran y garantizan por separado que no
25 han asignado, transferido, gravado ni pretendido ceder, transferir o gravar directa o
26 indirectamente a ninguna persona o entidad ninguna parte de la responsabilidad, reclamación,
27 demanda, acción, causa de acción o derecho exonerado y liberado por las Partes en este Acuerdo.

28 13.8 Sin asesoramiento fiscal. Ni la Demandante, ni el Abogado del Grupo, ni los
Demandados ni el Abogado de la Defensa proporcionan ningún tipo de asesoramiento con
respecto a los impuestos o la tributación, ni se podrá considerar que nada en lo dispuesto en el
presente Acuerdo constituya asesoramiento fiscal en el sentido de la Circular 230 del
Departamento del Tesoro de los Estados Unidos (31 CFR Parte 10, según su versión enmendada)

ni de ninguna otra manera.

13.9 Modificación del Acuerdo. Este Acuerdo, y todas sus partes, únicamente podrá ser enmendado, modificado, cambiado o renunciado mediante un documento por escrito explícito firmado por todas las Partes o sus representantes, y aprobado por el Tribunal.

13.10 Acuerdo vinculante para los sucesores. El presente Acuerdo será vinculante para los sucesores de cada una de las Partes y redundará en beneficio de los sucesores de cada una de las Partes.

13.11 Ley aplicable. Todos los términos y condiciones del presente Acuerdo y sus anexos se registrarán e interpretarán de conformidad con las leyes internas del estado de California, sin tener en cuenta los principios de conflicto de leyes.

13.12 Cooperación en la redacción. Las Partes han cooperado en la redacción y preparación del presente Acuerdo. El presente Acuerdo no se interpretará en contra de ninguna de las Partes por el hecho de que haya sido que la Parte redactora o que haya participado en la redacción.

13.13 Confidencialidad. En la medida en que lo permita la ley, todos los acuerdos realizados y las órdenes emitidas durante la Acción y en este Acuerdo en relación con la confidencialidad de la información seguirán vigentes una vez firmado el presente Acuerdo.

13.14 Uso y Devolución de los Datos del Grupo. La información proporcionada al Abogado del Grupo de conformidad con el Código de Evidencia de California §1152, y todas las copias y resúmenes de los Datos del Grupo proporcionados al Abogado del Grupo por los Demandados en relación con la mediación, otras negociaciones del acuerdo o en relación con el Acuerdo, únicamente podrán utilizarse en relación con este Acuerdo, y para ningún otro propósito, y no podrán utilizarse de ninguna manera que viole cualquier acuerdo contractual, ley o norma judicial vigente. En un plazo máximo de 90 días a partir de la fecha en que el Tribunal exima al Administrador de su obligación de proporcionar una Declaración que confirme el pago final de todos los fondos del Acuerdo, la Demandante destruirá todas las versiones en papel y electrónicas de los Datos del Grupo recibidos de los Demandados a menos que, antes de que el Tribunal exima al Administrador de su obligación, los Demandados soliciten por escrito al Abogado del Grupo la devolución, en lugar de las destrucciones de los Datos del Grupo.

13.15 Títulos. Los títulos descriptivos de cualquier sección o párrafo del presente Acuerdo se incluyen únicamente para facilitar la referencia y no constituye parte de este Acuerdo.

13.16 Días calendario. A menos que se indique lo contrario, toda referencia a “días” en

1 este Acuerdo se refieren a días calendario. En el caso de que cualquier fecha límite o plazo
2 establecido en este Acuerdo caiga en fin de semana o en día feriado federal, dicha fecha límite o
3 plazo establecido se trasladará al primer día hábil siguiente.

4 13.17 Notificaciones. Todas las notificaciones, requerimientos u otras comunicaciones
5 entre las Partes en relación con este Acuerdo se realizarán por escrito y se considerarán
6 debidamente entregadas al tercer día hábil después de su envío por correo postal de los Estados
7 Unidos, o el día de su envío por correo electrónico o mensajería, a la siguiente dirección:

8 Al demandante:
9 David Glenn Spivak, Esq.
10 The Spivak Law Firm
11 8605 Santa Monica Bl
12 PMB 42554
13 West Hollywood, CA 90069
14 david@spivaklaw.com

15 Al demandado:
16 Shareef S. Farag
17 Nicholas D. Poper
18 BAKER & HOSTETLER LLP
19 1900 Avenue of the Stars, Suite 2700
20 Los Angeles, CA 90067-4301
21 sfarag@bakerlaw.com
22 npoper@bakerlaw.com

23 13.18 Firma en copias. Este Acuerdo podrá firmarse en una o varias copias por fax, por
24 medios electrónicos (por ejemplo, DocuSign) o por correo electrónico, que a los efectos de este
25 Acuerdo se aceptarán como originales. Todas las copias firmadas y cada una de las copias se
26 considerarán un mismo documento si los abogados de las Partes intercambian entre ellos copias
27 firmadas. Las copias firmadas serán admisibles como prueba de la existencia y el contenido de
28 este Acuerdo.

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1 13.19 Suspensión del litigio. Las Partes acuerdan que, una vez firmado este Acuerdo,
2 se suspenderá el litigio, excepto para dar cumplimiento a los términos de este Acuerdo. Las Partes
3 acuerdan además que, al firmar este Acuerdo, de conformidad con la sección 583.330 del Código
4 de Procedimiento Civil, se ampliará el plazo para llevar un caso a juicio de conformidad con la
5 sección 583.310 del Código de Procedimiento Civil, durante todo el período que dure el proceso
6 de conciliación.

7 Fecha: 02 / 06 / 2026

8 Por: 
9 MARIA JACQUELINE BATRES

10 Fecha: _____

11 Por: _____
12 GREG FRIEDMAN
13 En nombre de DIMENSION
14 DEVELOPMENT COMPANY, INC.,
15 DR HOTEL EMPLOYEE LEASING,
16 LLC y DIMENSION
17 DEVELOPMENT TWO, LLC

18 THE SPIVAK LAW FIRM

19 Fecha: _____

20 Por: _____
21 DAVID GLENN SPIVAK, Abogado de
22 la demandante, MARIA JACQUELINE
23 BATRES, y de todas las demás
24 personas en situación similar

25 UNITED EMPLOYEES LAW GROUP

26 Fecha: _____

27 Por: _____
28 WALTER L. HAINES, Abogado de la
Demandante, MARIA JACQUELINE
BATRES, y de todas las demás
personas en situación similar.

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BAKER & HOSTETLER LLP

Fecha: _____

Por: _____
SHAREEF S. FARAG, Abogado de
los Demandados, DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC y DIMENSION
DEVELOPMENT TWO, LLC

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EXHIBIT 24

1 DAVID GLENN SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

8605 Santa Monica Bl

PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

5 Facsimile: (213) 634-2485

6 Attorneys for Plaintiff(s),

MARIA JACQUELINE BATRES, and all others similarly situated

7 (Additional attorneys for parties on following page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 **(UNLIMITED JURISDICTION)**

12 MARIA JACQUELINE BATRES, on behalf of
13 herself and all others similarly situated, and as an
14 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 DIMENSION DEVELOPMENT COMPANY,
18 INC., a Louisiana corporation; DR HOTEL
EMPLOYEE LEASING LLC, a Delaware
19 limited liability company; DIMENSION
DEVELOPMENT TWO, LLC, a Louisiana
20 limited liability company; and DOES 1–50,
21 inclusive,

22 *Defendant(s).*

Case No. 24STCV28018

**FIRST AMENDED CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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MARIA JACQUELINE BATRES, and all others similarly situated

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Nicholas D. Poper (SBN 293900)

1900 Avenue of the Stars, Suite 2700

Telephone:310.820.8800

Emails: *sfarag@bakerlaw.com*

DIMENSION DEVELOPMENT COMPANY, INC.,

DIMENSION DEVELOPMENT TWO, LLC

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Maria Jacqueline Batres (“Plaintiff”) and defendants Dimension
3 Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development
4 Two, LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants
5 collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants captioned “*Maria Jacqueline Batres v. Dimension Development Company, Inc., et*
9 *al.*, Case No. 24STCV28018 initiated on October 25, 2024 and pending in Superior Court of the
10 State of California, County of Los Angeles.

11 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
12 Parties have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
16 with approval of the Settlement.

17 1.4. “Aggrieved Employee” means a current or former non-exempt or hourly paid
18 employee who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair
19 Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period.

20 1.5. “Class” means all current and former non-exempt or hourly paid employees who
21 worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue,
22 Pasadena, CA 91103, at any time during the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
24 L. Haines of United Employees Law Group.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period 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 all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from October 25, 2020 through November 15, 2023.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named Defendants Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC.

1.17. “Defense Counsel” means Shareef S. Farag and Nicholas D. Poper of Baker & Hostetler LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as **Exhibit C**.

1.22. “Gross Settlement Amount” means One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) which is the total amount Defendants agree to pay, can ever be required to pay, or can ever cause to be paid under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, 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 Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA 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, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.29. “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 pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from October 24, 2023 through November 15, 2023.

1.32. “PAGA” means the California Private Attorneys General Act (Labor Code section 2698 *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s October 24, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), and any amendments thereto.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% to LWDA (\$13,000.00) in settlement of 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 Maria Jacqueline Batres, the named plaintiff in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary

1 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
2 attached as **Exhibit B**.

3 1.39. “Released Class Claims” means the claims being released as described in
4 Paragraph 6.2 below.

5 1.40. “Released PAGA Claims” means the claims being released as described in
6 Paragraph 6.3 below.

7 1.41. “Released Parties” means: Defendants Dimension Development Company, Inc.,
8 DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC, G&B Hotel
9 Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, and each of its/their past,
10 present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and
11 each of its/their former and present officers, directors, shareholders, owners, members, managers,
12 managing agents, employees, attorneys, insurers, predecessors, successors, and assigns.

13 1.42. “Request for Exclusion” means a Class Member’s submission of a written request
14 to be excluded from the Class Settlement signed by the Class Member.

15 1.43. “Response Deadline” means sixty (60) days after the Administrator mails Notice
16 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
17 may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement, or (b) fax, email,
18 or mail his or her objection to the Class Settlement. Class Members to whom Class Notices are
19 resent after having been returned undeliverable to the Administrator shall have an additional
20 fourteen (14) calendar days beyond the Response Deadline.

21 1.44. “Settlement” means the disposition of the Action effected by this Agreement and
22 the Judgment.

23 1.45. “Workweek” means any week during which a Class Member worked for
24 Defendants for at least one day during the Class Period.

25 **2. RECITALS.**

26 2.1. On October 25, 2024, Plaintiff commenced this Action by filing a Complaint
27 alleging causes of action against Defendants for failure to pay wages, failure to provide meal
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1 periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure
2 to timely pay wages, and related claims. On December 30, 2024, Plaintiff filed a First Amended
3 Complaint alleging causes of action against Defendants for failure to pay wages, failure to provide
4 meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements,
5 failure to timely pay wages, and related claims. The First Amended Complaint is the operative
6 complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the
7 Operative Complaint, deny any failure to comply with the laws identified in the Operative
8 Complaint and deny any and all liability for the causes of action alleged.

9 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
10 notice to Defendants and the LWDA by sending the PAGA Notice.

11 2.3. On July 24, 2025, the Parties participated in an all-day mediation presided over by
12 Glenn E. Lerman, Esq. which led to this Agreement to settle the Action.

13 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
14 Class Members and Aggrieved Employees, the number of Workweeks, the number of PAGA Pay
15 Periods, average rates of pay, timekeeping and payroll data for all Class Members, written
16 policies, and related information. Plaintiff’s investigation was sufficient to satisfy the criteria for
17 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
18 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 2.5. The Court has not granted class certification.

20 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
21 of any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 **3. MONETARY TERMS.**

24 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
25 Defendants promise to pay One Hundred Seventy Thousand Dollars and Zero Cents
26 (\$170,000.00) and no more as the Gross Settlement Amount and to separately pay any and all
27 employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants
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1 have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline
2 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
3 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
4 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
5 will revert to Defendants.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
7 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
8 the Court in the Final Approval:

9 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative
10 of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual
11 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member).
12 Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that
13 does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
14 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative
15 Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court
16 approves a Class Representative Service Payment less than the amount requested, the
17 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
18 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%,
21 which is currently estimated to be \$56,666.67 and a Class Counsel Litigation Expenses Payment
22 of not more than \$17,500.00. Defendants will not oppose requests for these payments provided
23 that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
24 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior
25 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
26 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
27 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
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1 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class
2 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
3 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
4 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
5 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants
6 harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or
7 sharing of any of these Payments.

8 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
9 \$12,000.00 except for a showing of good cause and as approved by the Court. To the extent the
10 Administration Expenses are less or the Court approves payment less than \$12,000.00, the
11 Administrator will retain the remainder in the Net Settlement Amount.

12 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
13 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
14 Participating Class Members during the Class Period and (b) multiplying the result by each
15 Participating Class Member's Workweeks.

16 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of each Participating Class
17 Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
18 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-
19 2 Form. The 90.00% of each Participating Class Member's Individual Class Payment will be
20 allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-
21 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
22 Participating Class Members assume full responsibility and liability for any employee taxes owed
23 on their Individual Class Payment.

24 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class
25 Payments. Non-Participating Class Members will not receive any Individual Class Payments.
26 The Administrator will retain amounts equal to their Individual Class Payments in the Net
27 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

1 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the
3 LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

4 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
5 the amount of the Aggrieved Employees' 35% share of PAGA Penalties, \$7,000.00, by the total
6 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
7 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
8 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
9 Payment.

10 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
11 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
12 report the Individual PAGA Payments on IRS 1099 Forms.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of Defendants'
15 records to date, Defendants estimate there are 106 Class Members who collectively worked a total
16 of approximately 6,204 Workweeks, and 66 Aggrieved Employees who worked a total of
17 approximately 126 PAGA Pay Periods.

18 4.2. Class Data. Not later than 15 days after the Order granting Preliminary Approval
19 of the Settlement is entered and served, Defendants will simultaneously deliver the Class Data to
20 the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
21 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data
22 only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data
23 to Administrator employees who need access to the Class Data to effect and perform under this
24 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
25 discover that the Class Data omitted class member identifying information and to provide
26 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
27 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
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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 14 days after the Effective Date. The Administrator shall calculate Defendants' share of payroll taxes and provide the calculations to Defense Counsel no later than 5 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service 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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding address. Within
3 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the void date.

9 4.4.3. For any Class Member whose Individual Class Payment check or Individual
10 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
11 transmit the funds represented by such checks to the California Controller's Unclaimed Property
12 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
13 requirements of California Code of Civil Procedure section 384, subd. (b).

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendants to confer any additional benefits or make any additional payments to
16 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
17 Agreement.

18 **5. [OMITTED]**

19 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
20 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
21 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
22 against all Released Parties as follows:

23 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
25 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
26 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
27 been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims
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1 that were, or reasonably could have been, alleged based on facts contained in the Operative
2 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
3 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
4 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
7 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
8 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff's discovery of them.

10 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
12 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

17 6.2 Release by Participating Class Members: All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release Released Parties from all claims and/or
20 theories of liability that have been or reasonably could have been asserted in the Operative
21 Complaint.

22 6.3 Release by Aggrieved Employees. Plaintiff, on behalf of herself, the Aggrieved
23 Employees, and the State of California, releases Released Parties from all claims and/or theories
24 of liability for civil penalties under PAGA that have been or reasonably could have been asserted
25 in the Operative Complaint or PAGA Notice. Plaintiff does not release the claim for wages or
26 damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
27 Member.

1 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a
2 motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the
3 Court’s current checklist for Preliminary Approvals. A proposed Preliminary Approval Order is
4 attached as Exhibit B.

5 7.1 Defendants’ Declaration in Support of Preliminary Approval. Within ten (10) days
6 of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a
7 signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
8 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
9 Counsel and Defendants shall aver that they are not aware of any other pending matter or action
10 asserting claims that will be extinguished or adversely affected by the Settlement.

11 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
12 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
13 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of
14 the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval and
15 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
16 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
17 to its willingness to serve; competency; operative procedures for protecting the security of Class
18 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
19 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
20 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
21 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
22 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members
23 and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its
24 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
25 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
26 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
27 subd. (1)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to

1 the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or
2 potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
3 In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other
4 pending matter or action asserting claims that will be extinguished or adversely affected by the
5 Settlement.

6 7.3 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously
7 finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full
8 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
9 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
10 Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

11 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
12 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
13 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
14 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
15 Preliminary Approval or conditions Preliminary Approval on any material change to this
16 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
17 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
18 otherwise satisfy the Court's concerns.

19 **8. SETTLEMENT ADMINISTRATION.**

20 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
21 Administrators to serve as the Administrator and verified that, as a condition of appointment,
22 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
23 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
24 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
25 financial or otherwise, with the Administrator other than a professional relationship arising out of
26 prior experiences administering settlements.

1 8.2 Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
6 section 468B-1.

7 8.4 Notice to Class Members.

8 8.4.1 No later than three (3) business days after receipt of the Class Data, the
9 Administrator shall notify Class Counsel that the list has been received and state the number of
10 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

11 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
12 days after receiving the Class Data, the Administrator will send to all Class Members identified
13 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
14 with Spanish translation, if applicable, substantially in the form attached to this Agreement as
15 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
16 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
17 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
18 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
19 National Change of Address database.

20 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice
21 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
22 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
23 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
24 the most current address obtained. The Administrator has no obligation to make further attempts
25 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
26 second time.

27 8.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
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1 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days
2 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
3 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
4 re-mailed Class Notice.

5 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise
6 discovers any persons who believe they should have been included in the Class Data and should
7 have received Class Notice, the Parties will expeditiously meet and confer in person or by
8 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
9 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
10 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
11 requiring them to exercise options under this Agreement not later than 14 days after receipt of
12 Class Notice, or the deadline dates in the Class Notice, whichever is later.

13 8.5 Requests for Exclusion (Opt-Outs).

14 8.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement
15 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
16 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
17 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
18 Member or his/her representative that reasonably communicates the Class Member's election to
19 be excluded from the Settlement and includes the Class Member's name, address and email
20 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
21 or postmarked by the Response Deadline.

22 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
23 to contain all the information specified in the Class Notice. The Administrator shall accept any
24 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
25 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
26 determination shall be final and not appealable or otherwise susceptible to challenge. If the
27 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
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1 may demand additional proof of the Class Member's identity. The Administrator's determination
2 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

3 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
4 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
5 bound by all terms and conditions of the Settlement, including the Participating Class Members'
6 Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating
7 Class Member actually receives the Class Notice or objects to the Settlement.

8 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
9 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
10 right to object to the class action components of the Settlement. Non-Participating Class Members
11 who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this
12 Agreement and are eligible for an Individual PAGA Payment.

13 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
14 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
15 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
16 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
17 The Class Member may challenge the allocation by communicating with the Administrator via
18 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
19 supporting documentation. In the absence of any contrary documentation, the Administrator is
20 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
21 are consistent with the Class Data. The Administrator's determination of each Class Member's
22 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
23 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
24 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
25 the Administrator's determination of the challenges.

26 8.7 Objections to Settlement.

27 8.7.1 Only Participating Class Members may object to the class action components of
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1 the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment and/or Class Representative Service Payment.

4 8.7.2 Participating Class Members may send written objections to the Administrator, by
5 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
6 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
7 Participating Class Member who elects to send a written objection to the Administrator must do
8 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
9 14 days for Class Members whose Class Notice was re-mailed).

10 8.7.3 Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
13 to be performed or observed by the Administrator contained in this Agreement or otherwise.

14 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish
15 and maintain and use an internet website to post information of interest to Class Members
16 including the date, time and location for the Final Approval Hearing and copies of the Settlement
17 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
18 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment and Class Representative Service Payment, the Final Approval Order and the
20 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
21 telephone number to receive Class Member calls, faxes and emails.

22 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
24 than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
25 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
26 and other identifying information of Class Members who have timely submitted valid Requests
27 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
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1 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
2 Exclusion from Settlement submitted (whether valid or invalid).

3 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
4 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
6 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
7 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
8 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
9 assessment of the validity of Requests for Exclusion and attach copies of all Requests for
10 Exclusion and objections received.

11 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
12 authority to address and make final decisions consistent with the terms of this Agreement on all
13 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
14 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

15 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
16 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will
17 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
18 attesting to its due diligence and compliance with all of its obligations under this Agreement,
19 including, but not limited to, its mailing of the Class Notice, the Class Notices returned as
20 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number
21 of Requests for Exclusion from Settlement it received (both valid and invalid), the number of
22 written objections and attach the Exclusion List. The Administrator will supplement its declaration
23 as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
24 Administrator’s declaration(s) in Court.

25 8.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses
26 all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
27 Defense Counsel with a final report detailing its disbursements by employee identification number
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only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of Defendants' records to date, Defendants estimate there are 106 Class Members who collectively worked a total of 6,204 workweeks. If the total Workweeks worked by Class Members during the Class Period exceeds 6,204 by more than ten percent (10%) as of the date the Court grants preliminary approval of the settlement (i.e., more than 6,824 Workweeks), then the Gross Settlement Amount, inclusive of the Class Counsel Fees Payment, the Class Representative Service Payment, the PAGA Penalties allocation, and the Individual Class Payments, will increase proportionally according to the number of additional Workweeks over ten percent (10%) (for example, if the number of Workweeks increases by 11% then the Gross Settlement Amount will be increased by 1%).

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds eight (8%) of the total of all Class Members, Defendants may, but are not obligated, 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 their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. 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”). Plaintiff 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 resolve any disagreements concerning the Motion for Final Approval.

11.1 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.

11.2 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 and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 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.

11.4 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 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

1 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
2 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
3 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
4 Settlement Amount.

5 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
6 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
7 modification of this Agreement (including, but not limited to, the scope of release to be granted
8 by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The
9 Parties shall nevertheless expeditiously work together in good faith to address the appellate
10 court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
11 any additional Administration Expenses reasonably incurred after remittitur. An appellate
12 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
13 Payment or any payments to Class Counsel shall not constitute a material modification of the
14 Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains
15 unchanged.

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

19 **13. ADDITIONAL PROVISIONS.**

20 13.1 No Admission of Liability, Class Certification or Representative Manageability for
21 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
22 claims. Nothing in this Agreement is intended or should be construed as an admission by
23 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
24 have any liability for any claims asserted; nor should it be intended or construed as an admission
25 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
26 certification and representative treatment is for purposes of this Settlement only. If, for any reason,
27 the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants
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1 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
2 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
3 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
4 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
5 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
6 Settlement and this Agreement).

7 13.2 Confidentiality. Plaintiff, Class Counsel, Defendants and Defense Counsel
8 separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and
9 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
10 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
11 specifically or generally, to any person, corporation, association, government agency, or other
12 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
13 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
14 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
15 (5) unless such disclosure is required, as determined by a Party's counsel, by applicable law,
16 regulation, or contractual, stock exchange, investor, potential investor, or similar audit or
17 reporting requirements.

18 Each Party agrees to immediately notify each other Party of any judicial or agency
19 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
20 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, with any third party
22 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
23 "the matter was resolved," or words to that effect. No information about the Action or the
24 settlement may be posted on Class Counsel's website(s) without Defendants' prior written
25 consent. Defendants consent to Class Counsel listing the case name, number, and a short
26 description of the claims in declarations filed in court listing their prior cases to provide their
27 qualifications to be appointed as class counsel. This paragraph does not restrict Class Counsel's
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1 communications with Class Members in accordance with Class Counsel's ethical obligations
2 owed to Class Members.

3 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
4 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
5 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
6 ability to communicate with Class Members in accordance with Class Counsel's ethical
7 obligations owed to Class Members.

8 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
13 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
16 terms of this Agreement including any amendments to this Agreement.

17 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
19 the Settlement Agreement, submitting supplemental evidence and supplementing points and
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
21 or content of any document necessary to implement the Settlement, or on any modification of the
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the
23 assistance of a mediator and/or the Court for resolution.

24 13.7 No Prior Assignments. The Parties separately represent and warrant that they have
25 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

1 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
4 CFR Part 10, as amended) or otherwise.

5 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
9 inure to the benefit of, the successors of each of the Parties.

10 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
11 be governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during the Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
21 by Defendants in connection with the mediation, other settlement negotiations, or in connection
22 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
23 may not be used in any way that violates any existing contractual agreement, statute, or rule of
24 court. Not later than 90 days after the date when the Court discharges the Administrator's
25 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
26 shall destroy all paper and electronic versions of Class Data received from Defendants unless,
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1 prior to the Court's discharge of the Administrator's obligation, Defendants make a written request
2 to Class Counsel for the return, rather than the destruction, of Class Data.

3 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
4 is inserted for convenience of reference only and does not constitute a part of this Agreement.

5 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

8 13.17 Notice. All notices, demands or other communications between the Parties in
9 connection with this Agreement will be in writing and deemed to have been duly given as of the
10 third business day after mailing by United States mail, or the day sent by email or messenger,
11 addressed as follows:

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13 To Plaintiff:
14 David Glenn Spivak, Esq.
15 The Spivak Law Firm
16 8605 Santa Monica Bl
17 PMB 42554
18 West Hollywood, CA 90069
19 david@spivaklaw.com

20 To Defendant:
21 Shareef S. Farag
22 Nicholas D. Poper
23 BAKER & HOSTETLER LLP
24 1900 Avenue of the Stars, Suite 2700
25 Los Angeles, CA 90067-4301
26 sfarag@bakerlaw.com
27 npoper@bakerlaw.com

28 13.18 Execution in Counterparts. This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this
Agreement shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties exchange signed counterparts.
Any executed counterpart will be admissible in evidence to prove the existence and contents of
this Agreement.

1 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section
4 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be
5 extended for the entire period of this settlement process.

6 Dated: _____

By: _____
MARIA JACQUELINE BATRES

7
8 Dated: 7-21-26

By: 
GREG FRIEDMAN
On Behalf Of DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

13
14 THE SPIVAK LAW FIRM

15 Dated: _____

By: _____
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

19
20 UNITED EMPLOYEES LAW GROUP

21
22 Dated: _____

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

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

Dated: _____

By: _____
MARIA JACQUELINE BATRES

Dated: _____

By: _____
GREG FRIEDMAN
On Behalf Of DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

THE SPIVAK LAW FIRM

Dated: 07 / 15 / 2026

By: 

DAVID GLENN SPIVAK, Attorneys
for Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

UNITED EMPLOYEES LAW GROUP

Dated: 07 / 16 / 2026

By: 

WALTER L. HAINES, Attorneys for
Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

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BAKER & HOSTETLER LLP

Dated: July 21, 2026

By: 

SHAREEF S. FARAG, Attorneys for
Defendant(s), DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual payment amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt Out of the Class Settlement but Not the PAGA Settlement	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.
The Opt-Out Deadline is <<RESPONSE DEADLINE>>	

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	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 Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearing Date>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.
1. WHAT IS THE ACTION ABOUT? Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)	
4	

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

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 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.

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

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement) to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions except the
9 PAGA penalties. The Court will consider all objections.

10 Based on Defendants' records, Defendants estimated that, as of the date of the Settlement,
11 (1) there are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there
12 are 66 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

13 B. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
16 Members based on their Class Period Workweeks.

17 C. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion"). The Wage Portion
20 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay
21 employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The
22 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
23 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
24 Individual Class Payments on IRS 1099 Forms.

25 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
26 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
27 are responsible for paying all taxes (including penalties and interest on back taxes) on any
28 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.

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

If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you
should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

1
2 E. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be
3 treated as a Participating Class Member, participating fully in the Class Settlement, unless you
4 notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish
5 to opt out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed
6 Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request
7 for Exclusion should be a letter from a Class Member or his/her representative setting forth the
8 Class Member's name, present address, telephone number, and a simple statement electing to be
9 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)
10 will not receive Individual Class Payments but will preserve their rights to personally pursue
11 claims against Defendants for violations of California's labor laws.

12
13 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
14 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
15 Individual PAGA Payments and will release the Released Parties from civil penalties from the
16 Released PAGA Claims (defined below).

17
18 F. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
19 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
20 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
21 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
22 pay any money and Class Members will not release any claims against Defendants.

23
24 G. Administrator. The Court has appointed a neutral company, Phoenix Settlement
25 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
26 process Class Members' Requests for Exclusion. The Administrator will also decide Class
27 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
28 perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

H. Participating Class Members' Release. After the Judgment is final and
Defendants have fully funded the Gross Settlement (and separately paid all employer payroll
taxes), Participating Class Members will be legally barred from asserting any of the claims
released under the Settlement. This means that unless you validly excluded yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
their officers, directors, employees, and agents 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 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 and/or theories of liability that have been or reasonably could
have been asserted in the Operative Complaint. Participating Class Members do not release any
other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or claims based on facts occurring outside the Class Period.

3 I. The PAGA Release. After the Court's judgment is final, and Defendants have paid
4 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
5 claims for civil penalties that could have been sought by the Labor Commissioner for the
6 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
7 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
8 Participating Class Member.

9 The Aggrieved Employees will be bound by the following release:

10 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
11 California, releases Released Parties from all claims and/or theories of liability
12 for civil penalties under PAGA that have been or reasonably could have been
13 asserted in the Operative Complaint or the PAGA Notice. Plaintiff does not
14 release the claim for wages or damages of any Aggrieved Employee unless such
15 Aggrieved Employee is a Participating Class Member.

16 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

17 A. Individual Class Payments. The Administrator will calculate Individual Class
18 Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
19 by all Participating Class Members, and (b) multiplying the result by the number of Workweeks
20 worked by each individual Participating Class Member.

21 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
22 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
23 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
24 by each individual Aggrieved Employee.

25 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
26 worked during the Class Period and the number of PAGA Pay Periods you worked during the
27 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
28 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
Administrator's contact information.

You need to support your challenge by submitting copies of pay stubs or other records.
The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods
based on Defendants' records as accurate unless you send copies of records containing contrary
information. You should send copies rather than originals because the documents will not be
returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges
based on your submission and on input from Class Counsel (who will advocate on behalf of

Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Email, fax, or mail 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 be excluded. Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, 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. You should send your Request for Exclusion to the Administrator by email, fax, or regular U.S. mail. **The Administrator must receive your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

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 Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, 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, 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 Plaintiff is 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 and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

1 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
2 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
3 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
4 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
5 object to, why you object, and any facts that support your objection. Make sure you identify the
6 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
24STCV28018, and include your name, current address, telephone number, and approximate
7 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
Administrator's contact information. You should send your objection to the Administrator by
email, fax, or send by regular U.S. mail.

8 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
9 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
10 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
11 Hearing.

12 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

13 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
14 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
15 Angeles, CA 90012. 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
16 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
17 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
(<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
18 information.

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

21 **9. HOW CAN I GET MORE INFORMATION?**

22 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
23 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
24 Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR'S
WEBSITE>>. You can also telephone or send an email to Class Counsel or the Administrator
25 using the contact information listed below, or consult the Superior Court website by going to
(<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
26 No. 24STCV28018. You can also make an appointment to personally review court documents in
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1 the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE
2 NUMBER>>.

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

5 Class Counsel:

6 Name of Attorney: David Glenn Spivak
7 Email Address: david@spivaklaw.com
8 Name of Firm: The Spivak Law Firm
9 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

10 Administrator:

11 Name of Company: Phoenix Class Action Administration
12 Email Address: _____
13 Mailing Address: _____
14 Telephone: _____
Fax Number: _____

15 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 your check is already void you should consult the Unclaimed Property Fund
(https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
19 contact the Unclaimed Property Fund at (800) 992-4647.

20 **11. WHAT IF I CHANGE MY ADDRESS?**

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

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

8605 Santa Monica Bl

3 PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

5 Facsimile: (213) 634-2485

6 Attorneys for Plaintiff(s),

MARIA JACQUELINE BATRES, and all others similarly situated

7 (Additional attorneys for parties on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11 MARIA JACQUELINE BATRES, on behalf of
12 herself and all others similarly situated, and as an
13 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

14 *Plaintiff(s),*

15 vs.

16
17 DIMENSION DEVELOPMENT COMPANY,
INC., a Louisiana corporation; DR HOTEL
18 EMPLOYEE LEASING LLC, a Delaware
limited liability company; DIMENSION
19 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
20 inclusive,

21 *Defendant(s).*

Case No. 24STCV28018

**FIRST AMENDED [PROPOSED]
ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
28

1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.

1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at ____**.m.** in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

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1 18. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
3 prompt notice of any continuance to Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

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7 **DATE**

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HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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6 Attorneys for Plaintiff(s),

MARIA JACQUELINE BATRES, and all others similarly situated

7 (Additional attorneys for parties on following page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 MARIA JACQUELINE BATRES, on behalf of
12 herself and all others similarly situated, and as an
13 “aggrieved employee” on behalf of other
14 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 DIMENSION DEVELOPMENT COMPANY,
18 INC., a Louisiana corporation; DR HOTEL
EMPLOYEE LEASING LLC, a Delaware
19 limited liability company; DIMENSION
DEVELOPMENT TWO, LLC, a Louisiana
20 limited liability company; and DOES 1–50,
21 inclusive,

22 *Defendant(s).*

Case No. 24STCV28018

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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MARIA JACQUELINE BATRES, and all others similarly situated

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Attorneys for Defendants

DR HOTEL EMPLOYEE LEASING, LLC, and

DIMENSION DEVELOPMENT TWO, LLC

Esta primera modificación del Acuerdo de Conciliación de la Acción de Grupo y de PAGA (“Acuerdo”) se realiza entre la demandante Maria Jacqueline Batres (“Demandante”) y los demandados Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC y Dimension Development Two, LLC (colectivamente “Demandados”). El Acuerdo se refiere a la Demandante y a los Demandados colectivamente como “Partes” o individualmente como “Parte”.

1. DEFINICIONES.

1.1. “Acción” se refiere a la demanda por la Demandante por presuntas violaciones de salarios y horas de trabajo contra los Demandados, titulada “*Maria Jacqueline Batres v Dimension Development Company, Inc., et al.*”, Caso No. 24STCV28018 iniciada el 25 de octubre de 2024 y pendiente en el Tribunal Superior del Estado de California, Condado de Los Angeles.

1.2. “Administrador” se refiere a Phoenix Settlement Administrators, la entidad neutral que las Partes han acordado designar para administrar el Acuerdo.

1.3. “Pago de Gastos de Administración” se refiere al monto que se le pagará al Administrador con cargo al Monto Bruto del Acuerdo para reembolsar sus honorarios y gastos razonables de conformidad con la oferta del Administrador de “no exceder” presentada por el Administrador ante el Tribunal en relación con la aprobación del Acuerdo.

1.4. “Empleado agraviado” se refiere a un empleado actual o anterior no exento o remunerado por horas que haya trabajado para los Demandados en el hotel Courtyard Pasadena, ubicado en 180 N. Fair Oaks Avenue, Pasadena, CA 91103, en cualquier momento durante el Período PAGA.

1.5. “Grupo” se refiere a todos los empleados actuales y anteriores no exentos o pagados por hora que trabajaron para los Demandados en el hotel Courtyard Pasadena ubicado en 180 N. Fair Oaks Avenue, Pasadena, CA 91103, en cualquier momento durante el Período del Grupo.

1.6. “Abogado del Grupo” se refiere a David Glenn Spivak de The Spivak Law Firm y Walter L. Haines de United Employees Law Group.

1.7. “Pago de los Honorarios del Abogado del Grupo” y “Pago de los Gastos de Litigio del Abogado del Grupo” se refieren a los montos asignados al Abogado del Grupo para el reembolso de los honorarios y gastos razonables del abogado, respectivamente, incurridos para procesar la Acción.

1.8. “Datos del Grupo” se refiere a la información de identificación de los Miembros del Grupo en posesión de los Demandados, incluido el nombre del Miembro del Grupo, la última dirección postal conocida, el número de Seguro Social y el número de Semanas Laborales del

1 Período del Grupo y Períodos de Pago de PAGA.

2 1.9. “Miembro del Grupo” o “Miembro del Grupo del Acuerdo” se refiere a un
3 miembro del Grupo, ya sea como Miembro del Grupo Participante o Miembro del Grupo No
4 Participante (incluido un Miembro del Grupo no participante que reúna los requisitos para ser
5 considerado Empleado Agraviado).

6 1.10. “Búsqueda de direcciones de miembros del grupo” se refiere a la investigación y
7 búsqueda por parte del Administrador de las direcciones postales actuales de los Miembros del
8 grupo utilizando todas las fuentes, métodos y medios razonablemente disponibles, incluidos, entre
9 otros, la base de datos nacional de cambios de dirección, la localización de personas y el contacto
10 directo del Administrador con los Miembros del grupo.

11 1.11. “Aviso a los miembros del grupo” se refiere al AVISO APROBADO POR EL
12 TRIBUNAL SOBRE EL ACUERDO DE LA ACCIÓN DE GRUPO Y LA FECHA DE LA
13 AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL, que se enviará por correo a
14 los Miembros del Grupo en inglés con una traducción al español en el formulario, sin variación
15 sustancial, adjunto como Anexo A y está incorporado como referencia a este Acuerdo.

16 1.12. “Período del grupo” se refiere al período comprendido entre el 25 de octubre de
17 2020 y el 15 de noviembre de 2023.

18 1.13. “Representante del Grupo” se refiere a la Demandante nombrada en la demanda
19 operativa en la Acción que solicita la aprobación del Tribunal para actuar como Representante
20 del Grupo.

21 1.14. “Pago de Servicio de la Representante del Grupo” se refiere al pago que se le hace
22 a la Representante del Grupo por iniciar la Acción y proporcionar servicios en apoyo de la Acción.

23 1.15. “Tribunal” se refiere al Tribunal Superior de California, Condado de Los Angeles.

24 1.16. “Demandados” se refiere a los Demandados nombrados Dimension Development
25 Company, Inc., DR Hotel Employee Leasing, LLC y Dimension Development Two, LLC.

26 1.17. “Abogado de la Defensa” se refiere a Shareef S. Farag y Nicholas D. Poper de
27 Baker & Hostetler LLP.

28 1.18. “Fecha de entrada en vigor” se refiere a la fecha en la que hayan ocurrido las dos
circunstancias siguientes: (a) el Tribunal dicta una Sentencia sobre su Orden que otorga la
aprobación final del Acuerdo; y (b) la sentencia es definitiva. La Sentencia es definitiva a partir
de la última de las siguientes circunstancias: (a) si ningún Miembro del Grupo Participante se
opone al Acuerdo, el día en que el Tribunal dicta la Sentencia; (b) si uno o más Miembros del
Grupo Participantes se oponen al Acuerdo, el día siguiente a la fecha límite para presentar un

1 aviso de apelación contra la sentencia; o si se presenta una apelación oportuna contra la Sentencia,
2 el día siguiente a la confirmación de la sentencia por parte del Tribunal de apelaciones y la emisión
3 de una remisión.

4 1.19. “Orden de aprobación final” se refiere a la orden del Tribunal que otorga la
5 aprobación final del Acuerdo.

6 1.20. “Audiencia de Aprobación Final” se refiere a la audiencia del Tribunal sobre la
7 Moción de Aprobación Final del Acuerdo.

8 1.21. “Sentencia Definitiva” se refiere a la Sentencia Dictada por el Tribunal al Otorgar
9 la Aprobación Final del Acuerdo. Se adjunta un formulario de Sentencia Final propuesta como
10 **Anexo C.**

11 1.22. “Monto Bruto del Acuerdo” se refiere a Ciento Setenta Mil Dólares y Cero
12 Centavos (\$170,000.00), que es el monto total que los Demandados acuerdan pagar, se les puede
13 exigir que paguen o puedan hacer que se paguen en virtud del Acuerdo, excepto según lo dispuesto
14 en el Párrafo 9 más adelante. El Monto Bruto del Acuerdo se utilizará para pagar los Pagos
15 Individuales del Grupo, los Pagos Individuales de PAGA, el Pago de LWDA a PAGA, los
16 Honorarios del Abogado del Grupo, los Gastos del Abogado del Grupo, el Pago del Servicio del
17 Representante del Grupo y los Gastos del Administrador.

18 1.23. “Pago Individual del Grupo” se refiere a la parte prorrateada del Miembro del
19 Grupo Participante del Monto Neto del Acuerdo calculado de acuerdo con la cantidad de semanas
20 laborales trabajadas durante el Período del Grupo.

21 1.24. “Pago individual PAGA” se refiere a la parte prorrateada del Empleado agraviado
22 del 35% de las Sanciones de PAGA calculadas de acuerdo con la cantidad de Períodos de pago
23 PAGA trabajados durante el Período PAGA.

24 1.25. “Sentencia” se refiere a la sentencia dictada por el Tribunal basada en la
25 Aprobación Final.

26 1.26. “LWDA” se refiere a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de
27 California, la agencia autorizada, según la sección 2699, inciso (i) del Código Laboral.

28 1.27. “Pago a la LWDA en concepto de PAGA” se refiere al 65% de las sanciones de
PAGA pagadas a la LWDA según la sección 2699, inciso (i) del Código Laboral.

1.28. “Monto Neto del Acuerdo” se refiere al Monto Bruto del Acuerdo, menos los
siguientes pagos en los montos aprobados por el Tribunal: Pagos individuales PAGA, el Pago a
la LWDA en concepto de PAGA, el Pago por los Servicios de la Representante del Grupo, el
Pago de Honorarios del Abogado del Grupo, el Pago de Gastos de Litigios del Abogado del Grupo

1 y el Pago de los Gastos de Administración. El resto se pagará a los Miembros del Grupo
2 Participantes como Pagos Individuales del Grupo.

3 1.29. “Miembro del Grupo No Participante” se refiere a cualquier Miembro del Grupo
4 que opte por no participar en el Acuerdo enviando al Administrador una Solicitud de Exclusión
válida y oportuna.

5 1.30. “Período de pago de PAGA” se refiere a cualquier período de pago durante el cual
6 un Empleado agraviado haya trabajado para los Demandados durante al menos un día durante el
Período PAGA.

7 1.31. “Período PAGA” se refiere al período comprendido entre el 24 de octubre de 2023
8 y el 15 de noviembre de 2023.

9 1.32. “PAGA” se refiere a la Ley de Abogados Generales Privados de California
10 (Código Laboral, sección 2698 *et seq.*).

11 1.33. “Aviso de PAGA” se refiere a la carta enviada por la Demandante el 24 de octubre
12 de 2024 a los Demandados y a la LWDA en la que se les notifica, de conformidad con la sección
2699.3, inciso (a) del Código Laboral y cualquier enmienda a dicho aviso.

13 1.34. “Sanciones de PAGA” se refiere al monto total de las Sanciones civiles de PAGA
14 que se pagarán del Monto Bruto del Acuerdo, asignado el 35% a los Empleados Agraviados
15 (\$7,000.00) y el 65% a la LWDA (\$13,000.00) en concepto de liquidación de las reclamaciones
PAGA.

16 1.35. “Miembro del Grupo Participante” se refiere a un Miembro del Grupo que no
17 presenta una Solicitud de Exclusión válida y oportuna del Acuerdo.

18 1.36. “Demandante” se refiere a Maria Jacqueline Batres, la demandante nombrada en
19 la Acción.

20 1.37. “Aprobación Preliminar” se refiere a la Orden del Tribunal que otorga la
Aprobación Preliminar del Acuerdo.

21 1.38. “Orden de Aprobación Preliminar” se refiere a la Orden propuesta que otorga la
22 aprobación preliminar y la aprobación del Acuerdo de PAGA. Se adjunta un formulario de
23 propuesta de Orden de Aprobación Preliminar como **Anexo B**.

24 1.39. “Reclamaciones del grupo exoneradas” se refiere a las reclamaciones que se
25 exoneran tal y como se describe en el Párrafo 6.2 más adelante.

1.40. “Reclamaciones PAGA Exoneradas” se refiere a las reclamaciones que se exoneran como se describe en el Párrafo 6.3 más adelante.

1.41. “Partes exoneradas” se refiere a: los Demandados Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, y Dimension Development Two, LLC, G&B Hotel Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, y cada una de sus empresas matrices, subsidiarias, divisiones y/o empresas afiliadas pasadas, presentes y futuras, y cada uno de sus anteriores y presentes funcionarios, directores, accionistas, propietarios, miembros, gerentes, agentes gerentes administrativos, empleados, abogados, aseguradoras, predecesores, sucesores y cesionarios.

1.42. “Solicitud de exclusión” se refiere a la presentación por parte de un Miembro del Grupo de una solicitud por escrito para ser excluido del Acuerdo del Grupo firmada por el Miembro del Grupo.

1.43. “Fecha límite de respuesta” se refiere a los sesenta (60) días después de que el Administrador envíe por correo el Aviso a los Miembros del Grupo y a los Empleados Agraviados y será la última fecha en la que los Miembros del Grupo podrán: (a) enviar por fax, correo electrónico o correo postal una Solicitud de Exclusión del Acuerdo del Grupo, o (b) enviar por fax, correo electrónico o correo postal su objeción al Acuerdo del Grupo de Demandantes. Los Miembros del Grupo a quienes se les reenvíen los Avisos del Grupo después de haber sido devueltos sin poder entregarse al Administrador tendrán catorce (14) días de calendario adicionales después del Plazo de Respuesta.

1.44. “Conciliación” se refiere a la resolución de la Acción efectuada por el presente Acuerdo y la Sentencia.

1.45. “Semana laboral” se refiere a cualquier semana durante la cual un Miembro del Grupo trabajó para los Demandados por lo menos un día durante el Período del Grupo.

2. CONSIDERANDOS.

2.1. El 25 de octubre de 2024, la Demandante inició esta Acción presentando una Demanda en la que alegaba causas de acción contra los Demandados por no pagar los salarios, no proporcionar períodos de comida, no autorizar ni permitir períodos de descanso, no emitir las nóminas salariales adecuadas, no pagar los salarios a tiempo y otras reclamaciones relacionadas. El 30 de diciembre de 2024, la Demandante presentó una Primera Demanda Enmendada alegando causas de acción contra los Demandados por no pagar los salarios, no proporcionar períodos de comida, no autorizar ni permitir períodos de descanso, no emitir nóminas salariales adecuadas, no pagar los salarios a tiempo y otras reclamaciones relacionadas. La Primera Demanda

Enmendada es la demanda operativa en la Acción (la “Demanda Operativa”). Los demandados niegan las alegaciones en la Demanda Operativa, niegan cualquier incumplimiento de las leyes identificadas en la Demanda Operativa y niegan toda responsabilidad por las causas de acción alegadas.

2.2. De conformidad con la sección 2699.3, inciso (a) del Código Laboral, la Demandante notificó oportunamente por escrito a los Demandados y a la LWDA mediante el envío del Aviso PAGA.

2.3. El 24 de julio de 2025, las Partes participaron en una mediación de todo el día presidida por Glenn E. Lerman, Esq. que dio lugar al presente Acuerdo para resolver la Acción.

2.4. Antes de la mediación, la Demandante obtuvo, a través de una revelación de pruebas, el número de Miembros del Grupo y Empleados Agravados, el número de semanas laborales, el número de Periodos de Pago de PAGA, las tasas promedio de pago, los datos de control de horarios y nóminas de todos los Miembros del Grupo, las políticas escritas y la información relacionada. La investigación de la Demandante fue suficiente para satisfacer los criterios para la aprobación judicial establecidos en *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 y *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. El Tribunal no ha otorgado la certificación del grupo.

2.6. Las Partes, el Abogado del Grupo y el Abogado de la Defensa manifiestan que no tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones que se extinguirán o se verán afectadas por el Acuerdo.

3. TÉRMINOS MONETARIOS.

3.1. Monto Bruto del Acuerdo. Salvo que se disponga lo contrario en el Párrafo 9 más adelante, los Demandados se comprometen a pagar ciento setenta mil dólares y cero centavos (\$170,000.00) y nada más como Monto Bruto del Acuerdo, y a pagar por separado todos y cada uno de los impuestos sobre la nómina que se adeuden sobre las Partes salariales de los Pagos Individuales del Grupo. Los Demandados no tienen la obligación de pagar el Monto Bruto del Acuerdo (ni ningún impuesto sobre la nómina) antes de la fecha límite indicada en el Párrafo 4.3 del presente Acuerdo. El Administrador desembolsará la totalidad del Monto Bruto del Acuerdo sin pedir ni exigir a los Miembros del Grupo Participantes ni a los Empleados Agravados que presenten ninguna reclamación como condición para el pago. Ninguna parte del Monto Bruto del Acuerdo se devolverá a los Demandados.

3.2. Pagos con cargo al Monto Bruto del Acuerdo. El Administrador realizará y

deducirá los siguientes pagos con cargo al Monto Bruto del Acuerdo, en los montos especificados por el Tribunal en la Aprobación Final:

3.2.1. A la Demandante: Pago por Servicios prestados como Representante del Grupo a la Representante del Grupo un monto de no más de \$5,000.00 (además de cualquier Pago Individual del Grupo y cualquier Pago Individual PAGA al que tenga derecho la Representante del Grupo como Miembro del Grupo Participante). Los Demandados no se opondrán a la solicitud de la Demandante de un Pago por Servicios prestados como Representante del Grupo que no exceda este monto. Como parte de la moción para el Pago de Honorarios del Abogado del Grupo y el Pago de los Gastos del Litigio del Grupo, la Demandante solicitará la aprobación del Tribunal para cualquier Pago por Servicios prestados como Representante del Grupo a más tardar 16 días hábiles antes de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago por Servicios de Representante del Grupo inferior al monto solicitado, el Administrador retendrá el resto en el Monto Neto del Acuerdo. El Administrador pagará el Pago por Servicios de Representante del Grupo utilizando el Formulario 1099 del IRS. La Demandante asume toda la responsabilidad por los impuestos laborales adeudados sobre el Pago por Servicios del Representante del Grupo.

3.2.2. Al Abogado del Grupo: Un Pago por Honorarios del Abogado del Grupo de no más del 33 y 1/3%, que actualmente se estima en \$56,666.67 y un Pago por Gastos de Litigio del Abogado del Grupo de no más de \$17,500.00. Los Demandados no se opondrán a las solicitudes de estos pagos, siempre que dichos pagos no excedan estos montos. La Demandante y/o el Abogado del Grupo presentarán una moción para el Pago de los Honorarios del Abogado del Grupo y el Pago por Gastos de Litigio del Grupo a más tardar 16 días hábiles antes de la Audiencia de Aprobación Final. Si el Tribunal aprueba un Pago de Honorarios del Abogado del Grupo y/o un Pago por Gastos de Litigio del Abogado del Grupo inferior a los montos solicitados, el Administrador asignará el resto al Monto Neto del Acuerdo. Las Partes exoneradas no tendrán ninguna responsabilidad ante el Abogado del Grupo o cualquier otro Abogado de la Demandante que surja de cualquier reclamación sobre cualquier parte del Pago de Honorarios del Abogado del Grupo y/o Pago por los Gastos del Litigio del Abogado del Grupo. El Administrador pagará el Pago de Honorarios del Abogado del Grupo y el Pago por los Gastos del Abogado del Grupo utilizando uno o varios Formularios 1099 del IRS. El Abogado del Grupo asume toda la responsabilidad y la obligación de los impuestos adeudados sobre el Pago de los Honorarios del Abogado del Grupo y el Pago por los Gastos de Litigio del Abogado del Grupo y exime a los Demandados de toda responsabilidad e indemniza a los Demandados de cualquier disputa o controversia relacionada con la división o el reparto de cualquiera de estos Pagos.

3.2.3. Al Administrador: Un pago por gastos del administrador que no excederá los \$12,000.00, excepto que se demuestre una causa justificada y lo apruebe el Tribunal. En la medida en que los Gastos de Administración sean inferiores o el Tribunal apruebe un pago inferior a \$12,000.00, el Administrador retendrá el resto en el Monto Neto del Acuerdo.

3.2.4. A cada miembro del grupo participante: Un Pago Individual del Grupo calculado (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros del Grupo Participantes durante el Período del Grupo y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro del Grupo Participante.

3.2.4.1. Asignación de impuestos de los pagos individuales del grupo. El 10.00% del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de las reclamaciones salariales (la “Porción Salarial”). Las porciones salariales están sujetas a retención de impuestos y se declararán en un formulario W-2 del IRS. El 90.00% del Pago Individual del Grupo de cada Miembro del Grupo Participante se asignará a la liquidación de reclamaciones por intereses y sanciones (la “Porción No Salarial”). Las porciones no salariales no están sujetas a retenciones salariales y se declararán en los formularios 1099 del IRS. Los Miembros del Grupo Participantes asumen toda la responsabilidad de los impuestos laborales adeudados sobre el Pago Individual del Grupo.

3.2.4.2. Efecto de los Miembros del Grupo No Participantes en el Cálculo de los Pagos Individuales del Grupo. Los Miembros del Grupo No Participantes no recibirán ningún Pago Individual del Grupo. El Administrador retendrá montos iguales a sus Pagos Individuales del Grupo en el Monto Neto del Acuerdo para distribuirlos entre los Miembros del Grupo Participantes de forma proporcional.

3.2.5. A la LWDA y a los Empleados Agraviados: Las sanciones de PAGA por un monto de \$20,000.00 que se pagarán con cargo al Monto Bruto del Acuerdo, con el 65% (\$13,000.00) asignado al Pago de la LWDA en concepto de PAGA y el 35% (\$7,000.00) asignado a los Pagos Individuales en concepto de PAGA.

3.2.5.1. El Administrador calculará cada Pago Individual PAGA (a) dividiendo el monto de la participación correspondiente a los Empleados Afectados (35% de las sanciones PAGA, \$7,000.00) entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados durante el Período de PAGA y (b) multiplicando el resultado por los Períodos de Pago de PAGA de cada Empleado Agraviado. Los Empleados Agraviados asumen toda la responsabilidad y obligación por los impuestos adeudados sobre el Pago Individual de PAGA.

3.2.5.2. Si el Tribunal aprueba las Sanciones de PAGA inferiores al

1 monto solicitado, el Administrador asignará el resto al Monto Neto del Acuerdo. El
2 Administrador declarará los pagos individuales de PAGA en los formularios 1099 del IRS.

3 **4. FINANCIACIÓN DEL ACUERDO Y PAGOS.**

4 4.1. Semanas laborales del Grupo y períodos de pago de PAGA. Según una revisión
5 de los registros de los demandados hasta la fecha, los Demandados estiman que hay 106
6 Miembros del Grupo que trabajaron colectivamente un total de aproximadamente 6,204 semanas
7 laborales y 66 Empleados agraviados que trabajaron un total de aproximadamente 126 Períodos
8 de pago de PAGA.

9 4.2. Datos del Grupo. En un plazo máximo de 15 días después de la emisión y
10 notificación de la Orden que otorga la Aprobación Preliminar del Acuerdo, los Demandados
11 entregarán simultáneamente los Datos del Grupo al Administrador, en un formato de hoja de
12 cálculo de Microsoft Excel. Para proteger los derechos de privacidad de los Miembros del Grupo,
13 el Administrador deberá mantener la confidencialidad de los Datos del Grupo, usar los Datos del
14 Grupo únicamente para los fines de este Acuerdo y para ningún otro propósito, y restringir el
15 acceso a los Datos del Grupo a los empleados del Administrador que necesitan acceso a los Datos
16 del Grupo para efectuar y cumplir el presente Acuerdo. Los Demandados tienen la obligación
17 continua de notificar inmediatamente al Abogado del Grupo si descubren que los Datos del Grupo
18 omitieron información de identificación de los miembros del grupo y de proporcionar los Datos
19 del Grupo corregidos o actualizados tan pronto como sea razonablemente posible. Sin ninguna
20 extensión del plazo en el que los Demandados deben enviar los Datos del Grupo al Administrador,
21 las Partes y sus abogados harán todo lo posible, de buena fe, para reconstruir o resolver cualquier
22 problema relacionado con los Datos del Grupo faltantes u omitidos.

23 4.3. Financiación del Monto Bruto del Acuerdo. Los Demandados financiarán
24 completamente el Monto Bruto del Acuerdo y también financiarán los montos necesarios para
25 pagar completamente la parte de los impuestos sobre las nóminas, transfiriendo
26 los fondos al Administrador en un plazo máximo de 14 días después de la Fecha de Entrada en
27 Vigor. El Administrador calculará la participación que les corresponde a los Demandados de los
28 impuestos sobre la nómina y proporcionará los cálculos al Abogado de la Defensa en un plazo
máximo de 5 días después de la Fecha de Entrada en Vigor.

4.4. Pagos del Monto Bruto del Acuerdo. En un plazo de 14 días después de que los
Demandados financien el Monto Bruto del Acuerdo, el Administrador enviará por correo cheques
correspondientes a todos los Pagos Individuales del Grupo, todos los Pagos Individuales de
PAGA, el Pago de la LWDA en concepto de PAGA, el Pago por los Gastos de Administración,
el Pago de Honorarios del Abogado del Grupo, el Pago por los Gastos de Litigio del Abogado del

Grupo y el Pago por los Servicios prestados por la Representante del Grupo. El desembolso del Pago de los Honorarios del Abogado del Grupo, el Pago por los Gastos de Litigio del Abogado del Grupo y el Pago por los Servicios prestados por la Representante del Grupo no se realizarán antes del desembolso de los Pagos Individuales del Grupo y los Pagos Individuales de PAGA.

4.4.1. El Administrador emitirá cheques para los Pagos Individuales del Grupo y/o los Pagos Individuales de PAGA y los enviará a los Miembros del Grupo por correo postal de primera clase de los Estados Unidos, con franqueo prepagado. En el anverso de cada cheque se indicará de manera destacada la fecha (no menos de 180 días después de la fecha de envío) en que se el cheque quedará anulado. El Administrador cancelará todos los cheques que no se hayan cobrado antes de la fecha de anulación. El Administrador enviará cheques para los Pagos Individuales del Acuerdo a todos los Miembros del Grupo Participantes (incluidos los miembros a quienes el Aviso del Grupo fue devuelto por no poder entregarse). El Administrador enviará cheques de los Pagos Individuales de PAGA a todos los Empleados Agraviados, incluidos los Miembros del Grupo No Participantes que reúnan los requisitos para ser considerados Empleados Agraviados (incluidos a miembros a quienes el Aviso del Grupo fue devuelto por no poder entregarse). El Administrador podrá enviar a los Miembros del Grupo Participantes un único cheque que combine el Pago Individual del Grupo y el Pago Individual de PAGA. Antes de enviar cualquier cheque, el Administrador deberá actualizar las direcciones postales de los destinatarios utilizando la Base de Datos Nacional de Cambios de Dirección.

4.4.2. El Administrador debe realizar una Búsqueda de Direcciones de los Miembros del Grupo para todos los demás Miembros del Grupo cuyos cheques se devuelven sin entregar y sin la dirección de reenvío del Servicio Postal de Estados Unidos (USPS). En un plazo de 7 días después de recibir un cheque devuelto por no poder entregarse, el Administrador deberá volver a enviar los cheques por correo a la dirección de reenvío de USPS proporcionada o a una dirección determinada mediante la Búsqueda de Direcciones de los Miembros del Grupo. El Administrador no tendrá que tomar medidas adicionales para entregar los cheques a los Miembros del Grupo cuyos cheques enviados por correo se devuelven por no poder entregarse. El Administrador enviará de inmediato un cheque de reemplazo a cualquier Miembro del Grupo cuyo cheque original se haya perdido o extraviado, si así lo solicita el Miembro del Grupo antes de la fecha de anulación.

4.4.3. Para los Miembros del Grupo cuyo cheque de Pago Individual del Grupo o cheque de Pago Individual de PAGA no se cobre y se cancele después de la fecha de anulación, el Administrador transferirá los fondos representados por dichos cheques al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro del Grupo, sin dejar así ningún

1 “saldo pendiente de pago” sujeto a los requisitos de la sección 384, inciso (b) del Código de
2 Procedimiento Civil de California.

3 4.4.4. El pago de los Pagos Individuales del Grupo y los Pagos Individuales de
4 PAGA no obligará a los Demandados a conferir ningún beneficio adicional ni a realizar ningún
5 pago adicional a los Miembros del Grupo (como contribuciones al plan 401(k) o bonificaciones)
6 que no estén especificados en el presente Acuerdo.

7 **5. [OMITIDO]**

8 **6. EXONERACIONES DE RECLAMACIONES.** A partir de la fecha en que los
9 Demandados financien completamente el Monto Bruto del Acuerdo y financien todos los
10 impuestos sobre la nómina laboral adeudados sobre la Porción Salarial de los Pagos Individuales
11 del Grupo, la Demandante, los Miembros del Grupo y el Abogado del Grupo exonerarán a todas
12 las Partes Exoneradas de las reclamaciones de la siguiente manera:

13 6.1 Exoneración de Responsabilidades de la Demandante. La Demandante y sus
14 respectivos cónyuges, representantes, agentes, abogados, herederos, administradores, sucesores y
15 cesionarios anteriores y presentes en general, exoneran y liberan a las Partes Exoneradas de todas
16 las reclamaciones, transacciones o sucesos que ocurrieron durante el Período del Grupo,
17 incluidos, entre otros: (a) todas las reclamaciones que se alegaron, o que razonablemente podrían
18 haberse alegado, basándose en los hechos incluidos en la Demanda Operativa y (b) todas las
19 reclamaciones de PAGA que se alegaron, o que razonablemente podría haberse alegado
20 basándose en los hechos incluidos en la Demanda Operativa, el Aviso de PAGA de la
21 Demandante, o que se determinaron durante la Acción y se liberaron según lo dispuesto en el
22 Párrafo 6.3, más adelante. (“Exoneración de la Demandante”) La Exoneración de la Demandante
23 no se extiende a ninguna reclamación o acción para hacer cumplir este Acuerdo, ni a ninguna
24 reclamación por beneficios adquiridos, beneficios por desempleo, beneficios por discapacidad,
25 beneficios del seguro social, beneficios de compensación para trabajadores que hayan surgido en
26 cualquier momento, o que se basen en acontecimientos ajenos al Período del Grupo. La
27 Demandante reconoce que la Demandante puede llegar a enterarse de hechos o leyes diferentes o
28 adicionales a los hechos o la ley que la Demandante ahora conoce o cree que son ciertos en este
momento, pero acepta, no obstante, que la Exoneración de Responsabilidades de la Demandante
será y seguirá siendo efectiva en todos los aspectos, independientemente de dichos hechos
diferentes o adicionales o de enterarse de estos hechos por parte de la Demandante.

6.1.1 Exoneración de los derechos de la Demandante bajo la Sección 1542 del
Código Civil de California. A los efectos de la Exoneración de la Demandante, la Demandante

renuncia expresamente y renuncia a las disposiciones, derechos y beneficios, si los hubiera, de la Sección 1542 del Código Civil de California, que dice lo siguiente:

Una exoneración general no cubre las reclamaciones que el acreedor o la parte exonerante desconoce o sospecha que existen a su favor en el momento de firmar la exoneración, y que, de haberlas conocido, habrían afectado de manera significativa su acuerdo con el deudor o la parte exonerada.

6.2 Exoneración de Responsabilidades por parte de los Miembros del Grupo Participantes: Todos los Miembros del Grupo Participantes, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios tanto anteriores y presentes, exoneran a las Partes Exoneradas de todas las reclamaciones y/o teorías de responsabilidad que se hayan presentado o que razonablemente se hubiera podido presentar en la Denuncia Operativa.

6.3 Exoneración de responsabilidades por parte de los Empleados Agraviados. La Demandante, en nombre propio, en el de los Empleados Agraviados y en el del Estado de California, exonera a las Partes Exoneradas de todas las reclamaciones y/o teorías de responsabilidad por sanciones civiles en virtud de PAGA que se hayan presentado o que razonablemente se hubieran podido haber presentado en la Denuncia Operativa o en la notificación de PAGA. La Demandante no exonera la reclamación por salarios o daños y perjuicios de ningún Empleado Agraviado, a menos que dicho Empleado Agraviado sea un Miembro del Grupo Participante.

7. MOCIÓN DE APROBACIÓN PRELIMINAR. La Demandante se compromete a preparar y presentar una moción de aprobación preliminar (“Moción de Aprobación Preliminar”) que cumpla con la lista de verificación actual del Tribunal para las Aprobaciones Preliminares. Se adjunta como Anexo B una propuesta de Orden de Aprobación Preliminar.

7.1 Declaración de los Demandados en Apoyo de la Aprobación Preliminar. En un plazo de diez (10) días después de firmar completamente este Acuerdo, los Demandados prepararán y entregarán al Abogado del Grupo una Declaración firmada por los Demandados y el Abogado de la Defensa en la que se revelarán todos los hechos relevantes para cualquier conflicto de intereses real o potencial con el Administrador. En sus Declaraciones, el Abogado de la Defensa y los Demandados deberán declarar que no tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones que se extinguirán o se verán afectadas negativamente por el Acuerdo.

7.2 Responsabilidades de la Demandante. La Demandante preparará y entregará al Abogado de la Defensa todos los documentos necesarios para obtener la aprobación preliminar,

1 incluidos: (i) un borrador del aviso y un memorando en apoyo de la moción de aprobación
2 preliminar que incluya un análisis del acuerdo según *Dunk/Kullar*; (ii) un borrador de la Orden
3 propuesta que otorga la aprobación preliminar y la aprobación del Acuerdo PAGA; (iii) un
4 borrador de Aviso del Grupo propuesto; (iv) una declaración firmada por el Administrador en la
5 que se adjunte su oferta de “no exceder” para administrar el Acuerdo y dando fe de su voluntad
6 de prestar sus servicios; competencia; procedimientos operativos para proteger la seguridad de
7 los Datos del Grupo; montos de cobertura del seguro por cualquier violación de datos,
8 malversación de fondos u otras irregularidades; todos los hechos relevantes para cualquier
9 conflicto de intereses real o potencial con los Miembros del Grupo; y la naturaleza y el alcance
10 de cualquier relación financiera con la Demandante, el Abogado del Grupo o el Abogado de la
11 Defensa; (v) una declaración firmada por la Demandante en la que confirme su voluntad y
12 competencia para prestar servicios y divulgar todos los hechos relevantes para cualquier conflicto
13 de intereses real o potencial con los Miembros del Grupo y/o el Administrador; (vi) una
14 declaración firmada por cada bufete de Abogados del Grupo que acredite su competencia para
15 representar a los Miembros del Grupo; su transmisión oportuna a la LWDA de todos los
16 documentos necesarios de PAGA (aviso inicial de violaciones (sección 2699.3, inciso (a) del
17 Código Laboral), Demanda operativa (sección 2699, inciso (1)(1) del Código Laboral), este
18 Acuerdo (sección 2699, inciso (1)(2) del Código Laboral); vii) una versión del Acuerdo de las
19 Partes en la que se indiquen todas las modificaciones realizadas al Acuerdo Modelo, lista para su
20 presentación ante el Tribunal; y (viii) todos los hechos relevantes para cualquier conflicto de
21 intereses real o potencial con los Miembros del Grupo, el Administrador y/o el Beneficiario de
22 Cy Pres. En sus declaraciones, la Demandante y el Abogado del Grupo deberán declarar que no
23 tienen conocimiento de ningún otro asunto o acción pendiente que presente reclamaciones las
24 cuales se extinguirán o se verán afectados negativamente por el Acuerdo.

20 7.3 Responsabilidades del Abogado. El Abogado del Grupo será responsable de
21 finalizar y presentar rápidamente la Moción de Aprobación Preliminar en un plazo máximo de 30
22 días después de firmar completamente el presente Acuerdo; obtener una fecha de audiencia
23 expedita para la Moción de Aprobación Preliminar; y por comparecer ante el Tribunal para abogar
24 a favor de la Moción de Aprobación Preliminar. El Abogado del Grupo es responsables de
25 entregar la Aprobación Preliminar del Tribunal al Administrador.

25 7.4 Obligación de Cooperar. Si las Partes no están de acuerdo sobre algún aspecto de
26 la Moción de Aprobación Preliminar propuesta y/o las declaraciones y documentos de apoyo, el
27 Abogado del Grupo y el Abogado de la Defensa colaborarán conjuntamente de manera expedita
28 en nombre de las Partes, reuniéndose en persona o por teléfono, y de buena fe, para resolver el

desacuerdo. Si el Tribunal no otorga la Aprobación Preliminar o condiciona la Aprobación Preliminar a cualquier cambio sustancial en el presente Acuerdo, el Abogado del Grupo y el Abogado de la Defensa colaborarán conjuntamente de manera expedita en nombre de las Partes, reuniéndose en persona o por teléfono, y de buena fe, para modificar el Acuerdo y satisfacer las posibles inquietudes del Tribunal.

8. ADMINISTRACIÓN DEL ACUERDO.

8.1 Selección del Administrador. Las Partes han seleccionado conjuntamente a Phoenix Settlement Administrators para que actúe como Administradores y han verificado que, como condición para su nombramiento, Phoenix Settlement Administrators acepta quedar sujeto al presente Acuerdo y desempeñar, en calidad de fiduciario, todas las funciones especificadas en este Acuerdo a cambio del pago de los Gastos de Administración. Las Partes y sus Abogados declaran que no tienen ningún interés ni relación, financiera o de otro tipo, con el Administrado, excepto la relación profesional derivada de experiencias previas en la administración de acuerdos.

8.2 Número de Identificación del Empleador. El Administrador deberá tener y utilizar su propio Número de Identificación del Empleador para calcular las retenciones de impuestos sobre las nóminas y proporcionar informes a las autoridades fiscales, estatales y federales.

8.3 Fondo de liquidación calificado. El Administrador establecerá un fondo de liquidación que cumpla con los requisitos de un Fondo de Liquidación Calificado (Qualified Settlement Fund “QSF”) según la sección 468B-1 del Reglamento del Tesoro de los Estados Unidos.

8.4 Aviso a los Miembros del Grupo.

8.4.1 En un plazo máximo de tres (3) días hábiles después de recibir los Datos del Grupo, el Administrador notificará al Abogado del Grupo que se ha recibido la lista e indicará el número de Miembros del Grupo, Empleados Agraviados, Semanas Laborales y Períodos de Pago de PAGA en los Datos del Grupo.

8.4.2 El Administrador hará todo lo posible para actuar lo antes posible, y en ningún caso pasarán más de 14 días después de recibir los Datos del Grupo, para enviar a todos los Miembros del Grupo identificados en los Datos del Grupo, a través del correo de primera clase del Servicio Postal de los Estados Unidos (“USPS”), el Aviso del Grupo con traducción al español, si corresponde, sustancialmente en la forma adjunta a este Acuerdo como Anexo A. La primera página del Aviso del Grupo deberá incluir de manera destacada la estimación de los

1 montos en dólares de cualquier Pago Individual del Grupo y/o Pago Individual de PAGA
2 pagadero al Miembro del Grupo, así como el número de Semanas Laborales y Períodos de Pago
3 de PAGA (si corresponde) utilizados para calcular estos montos. Antes de enviar por correo los
4 Avisos del Grupo, el Administrador deberá actualizar las direcciones de los Miembros del Grupo
utilizando la base de datos Nacional de Cambios de Dirección.

5 8.4.3 En un plazo máximo de 3 días hábiles después de que el Administrador
6 reciba cualquier Aviso del Grupo devuelto por USPS como no entregado, el Administrador
7 volverá a enviar por correo postal el Aviso del Grupo utilizando la dirección de reenvío
8 proporcionada por USPS. Si USPS no proporciona una dirección de reenvío, el Administrador
9 realizará una Búsqueda de Direcciones de los Miembros del Grupo y volverá a enviar por correo
10 el Aviso del Grupo a la dirección más reciente obtenida. El Administrador no tiene la obligación
11 de realizar más intentos de localizar o enviar el Aviso del Grupo a los Miembros del Grupo cuyo
Aviso del Grupo sea devuelto por USPS por segunda vez.

12 8.4.4 Los plazos para las objeciones por escrito de los Miembros del Grupo, las
13 impugnaciones a las Semanas Laborales y/o los Períodos de Pago de PAGA, y las Solicitudes de
14 Exclusión se ampliarán 14 días adicionales más allá de los 60 días previstos en el Aviso del Grupo
15 para todos los Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo. El
16 Administrador informará a los Miembros del Grupo de la ampliación del plazo junto con el Aviso
del Grupo reenviado por correo.

17 8.4.5 Si el Administrador, los Demandados o el Abogado del Grupo son
18 contactados por personas que creen que deberían haber sido incluidas en los Datos del Grupo y
19 deberían haber recibido el Aviso del Grupo, las Partes se reunirán y consultarán de inmediato, en
20 persona o por teléfono, y de buena fe, con el fin de acordar si deben ser incluidos como Miembros
21 del Grupo. Si las Partes están de acuerdo, dichas personas serán Miembros del Grupo con los
22 mismos derechos que los demás Miembros del Grupo, y el Administrador les enviará, por correo
23 electrónico o entrega al día siguiente, un Aviso del Grupo en el que se les solicitará que ejerzan
24 las opciones previstas en el presente Acuerdo en un plazo máximo de 14 días después de recibir
el Aviso del Grupo, o en las fechas límite indicadas en el Aviso del Grupo, la fecha que resulte
en un plazo más largo.

25 8.5 Solicitudes de exclusión (Opt-Outs).

26 8.5.1 Los Miembros del Grupo que deseen excluirse (optar por no participar) del
27 Acuerdo del Grupo deberán enviar al Administrador, por fax, correo electrónico o correo postal,

una Solicitud de Exclusión por escrito y firmada en un plazo de 60 días a partir de la fecha en que el Administrador envíe por correo el Aviso del Grupo (más 14 días adicionales para los Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo). Una Solicitud de Exclusión es una carta de un Miembro del Grupo o su representante en la que comunica de forma razonable la decisión del Miembro del Grupo de ser excluido del Acuerdo y que incluya el nombre, la dirección y la dirección de correo electrónico o el número de teléfono del Miembro del Grupo. Para que sea válida, la Solicitud de exclusión debe enviarse oportunamente por fax, correo electrónico o con sello del correo postal antes de la fecha límite de respuesta.

8.5.2 El Administrador no podrá rechazar una Solicitud de Exclusión por no ser válida porque no contiene toda la información especificada en el Aviso del Grupo. El Administrador aceptará las Solicitudes de Exclusión como válidas si el Administrador puede determinar razonablemente la identidad de la persona como Miembro del Grupo y el deseo del Miembro del Grupo de ser excluido. La decisión del Administrador será definitiva y no será apelable ni susceptible de impugnación. Si el Administrador tiene motivos para cuestionar la autenticidad de una Solicitud de Exclusión, el Administrador puede solicitar pruebas adicionales de la identidad del Miembro del Grupo. La decisión de autenticidad del Administrador será definitiva y no será apelable ni susceptible de impugnación.

8.5.3 Todo Miembro del Grupo que no presente una Solicitud de Exclusión válida y dentro del plazo establecido se considerará Miembro del Grupo Participante de conformidad con el presente Acuerdo, con derecho a todos los beneficios y sujeto a todos los términos y condiciones del Acuerdo, incluidas las Exoneraciones de Responsabilidades de los Miembros del Grupo Participantes de conformidad con los Párrafos 6.2 y 6.3 del presente Acuerdo, independientemente de si el Miembro del Grupo Participante reciba efectivamente el Aviso del Grupo o se oponga al Acuerdo.

8.5.4 Cada Miembro del Grupo que presente una Solicitud de Exclusión válida y dentro del plazo establecido se considerará Miembro del Grupo No Participante y no recibirá un Pago Individual del Grupo ni tendrá derecho a oponerse a los componentes de acción del Acuerdo. Se considerará que los Miembros del Grupo No Participantes que sean Empleados Agraviados exoneran a las reclamaciones identificadas en el Párrafo 6.3 de este Acuerdo y tendrán derecho a un Pago Individual de PAGA.

8.6 Impugnaciones del Cálculo de las Semanas Laborales. Cada Miembro del Grupo tendrá 60 días después de que el Administrador envíe por correo el Aviso del Grupo (más 14 días adicionales para los Miembros del Grupo cuyo Aviso del Grupo se vuelva a enviar por correo)

1 para impugnar el número de las Semanas Laborales del Grupo y los Períodos de Pago de PAGA
2 (si corresponde) asignados al Miembro del Grupo en el Aviso del Grupo. Esto también se conoce
3 como disputa. El Miembro del Grupo puede impugnar la asignación comunicándose con el
4 Administrador por fax, correo electrónico o correo postal. El Administrador debe animar al
5 Miembro del Grupo que impugna la asignación a que presente la documentación de apoyo. En
6 ausencia de documentación que demuestre lo contrario, el Administrador tiene derecho a suponer
7 que las semanas laborales que aparecen en el Aviso del Grupo son correctas, siempre que sean
8 consistentes con los Datos del Grupo. La decisión del Administrador sobre la asignación de
9 Semanas Laborales y/o Períodos de Pago de PAGA a cada Miembro del Grupo será definitiva y
10 no será apelable ni susceptible de impugnación. El Administrador proporcionará de inmediato
11 copias de todas las impugnaciones al cálculo de las Semanas Laborales y/o los Períodos de Pago
12 de PAGA al Abogado de la Defensa y al Abogado del Grupo, así como la decisión del
13 Administrador respecto a las impugnaciones.

14 8.7 Objeciones al Acuerdo.

15 8.7.1 Únicamente los Miembros del Grupo Participantes pueden objetar los
16 componentes de la Acción del Grupo de la Conciliación y/o este Acuerdo, incluyendo impugnar
17 la equidad de la Conciliación y/o los montos solicitados para el Pago de los Honorarios del
18 Abogado del Grupo, el Pago de los Gastos de Litigio del Abogado del Grupo y/o el Pago de los
19 Servicios de la Representante del Grupo.

20 8.7.2 Los Miembros del Grupo Participantes pueden enviar objeciones por
21 escrito al Administrador, por fax, correo electrónico o correo postal. Como alternativa, los
22 Miembros del Grupo Participantes pueden comparecer ante el Tribunal (o contratar a un abogado
23 para que comparezca ante el Tribunal) para presentar objeciones verbales en la Audiencia de
24 Aprobación Final. Los Miembros del Grupo Participantes que decidan enviar una objeción por
25 escrito al Administrador deben hacerlo en un plazo máximo de 60 días a partir de la fecha de
26 envío por correo del Aviso del Grupo por parte del Administrador (más 14 días adicionales para
27 los Miembros del Grupo cuyo Aviso del Grupo se volvió a enviar por correo).

28 8.7.3 Los Miembros del Grupo No Participantes no tienen derecho a oponerse a
ninguno de los componentes de la Acción del Grupo del Acuerdo.

8.8 Obligaciones del Administrador. El Administrador tiene la obligación de realizar
o cumplir todas las obligaciones que le correspondan según lo establecido en el presente Acuerdo
o en cualquier otro documento.

8.8.1 Sitio web, dirección de correo electrónico y número gratuito. El

Administrador establecerá, mantendrá y utilizará un sitio web de Internet para publicar información de interés para los Miembros del Grupo, incluida la fecha, hora y lugar de la Audiencia de Aprobación Final, así como copias del Acuerdo de Conciliación, la Moción de Aprobación Preliminar, la Aprobación Preliminar, el Aviso del Grupo, la Moción de Aprobación Final, la Moción de Pago de Honorarios del Abogado del Grupo, el Pago de los Gastos de Litigio del Abogado del Grupo y Pago de los Servicios de la Representante del Grupo, la Orden de Aprobación Final y la Sentencia. El Administrador también mantendrá y supervisará una dirección de correo electrónico y un número de teléfono gratuito para recibir llamadas, faxes y correos electrónicos de los Miembros del Grupo.

8.8.2 Solicitudes de Exclusión (Opt-outs) y Lista de Exclusión. El Administrador revisará de forma inmediata y continua las Solicitudes de Exclusión para determinar su validez. En un plazo máximo de 5 días después de la expiración del plazo para presentar las Solicitudes de Exclusión, el Administrador enviará por correo electrónico una lista al Abogado del Grupo y al Abogado de la Defensa que incluirá (a) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado oportunamente las Solicitudes de Exclusión válidas (“Lista de Exclusión”); (b) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado Solicitudes de Exclusión no válidas; (c) copias de todas las Solicitudes de Exclusión del Acuerdo presentadas (ya sean válidas o no válidas).

8.8.3 Informes Semanales. El Administrador deberá proporcionar semanalmente informes por escrito al Abogado del Grupo y al Abogado de la Defensa que, entre otras cosas, se recopile el número de: Avisos del Grupo enviados o reenviados por correo, Avisos del Grupo devueltos por no haberse podido entregar, Solicitudes de Exclusión (ya sean válidas o no válidas) recibidas, objeciones recibidas, impugnaciones a las Semanas Laborales y/o Períodos de Pago de PAGA recibidos y/o resueltos, y cheques enviados por correo para Pagos Individuales del Grupo y Pagos Individuales de PAGA (“Informe Semanal”). Los Informes Semanales deben incluir la evaluación del Administrador sobre la validez de las Solicitudes de Exclusión y adjuntar copias de todas las Solicitudes de Exclusión y objeciones recibidas.

8.8.4 Impugnaciones relacionadas con las Semanas Laborales y/o el Período de Pago de PAGA. El Administrador tiene la autoridad para atender y tomar decisiones finales consistentes con los términos de este Acuerdo, sobre todas las impugnaciones de los Miembros del Grupo sobre el cálculo de las Semanas Laborales y/o los Períodos de Pago de PAGA. La decisión del Administrador será definitiva e inapelable ni susceptible de impugnación.

8.8.5 Declaración del Administrador. En un plazo máximo de 14 días antes de la

1 fecha en que la Demandante deberá presentar la Moción para la Aprobación Final del Acuerdo,
2 el Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa, una
3 declaración firmada apta para su presentación ante el Tribunal en la que certifique su diligencia
4 y cumplimiento de todas las obligaciones establecidas en el presente Acuerdo, incluyendo, entre
5 otras, el envío por correo del Aviso del Grupo, los Avisos del Grupo devueltos por no haberse
6 podido entregar, el reenvío de los Avisos del Grupo, los intentos de localizar a los Miembros del
7 Grupo, el número total de Solicitudes de Exclusión del Acuerdo que haya recibido (tanto válidas
8 como no válidas), el número de objeciones por escrito y adjuntará la Lista de Exclusión. El
9 Administrador complementará su declaración según sea necesario o solicitado por las Partes y/o
el Tribunal. El Abogado del Grupo es responsable de presentar las declaraciones del
Administrador ante el Tribunal.

10 8.8.6 Informe Final del Administrador. En un plazo de 10 días después de que el
11 Administrador haya desembolsado la totalidad de los fondos del Monto Bruto del Acuerdo, el
12 Administrador proporcionará al Abogado del Grupo y al Abogado de la Defensa un informe final
13 en el que se detallarán los desembolsos realizados, desglosados únicamente por el número de
14 identificación del empleado, de todos los pagos realizados de conformidad con el presente
15 Acuerdo. Por lo menos 15 días antes de cualquier fecha límite establecida por el Tribunal, el
16 Administrador preparará y presentará al Abogado del Grupo y al Abogado de la Defensa una
17 declaración firmada adecuada para su presentación ante el Tribunal en la que certifique el
desembolso de todos los pagos requeridos de conformidad con el presente Acuerdo. El Abogado
del Grupo es responsable de presentar la declaración del Administrador ante el Tribunal.

18 **9. ESTIMACIONES DEL TAMAÑO DEL GRUPO Y CLÁUSULA DE**
19 **AJUSTE.** En base a una revisión de los registros de los Demandados hasta la fecha, los
20 Demandados estiman que hay 106 Miembros del Grupo que colectivamente trabajaron un total
21 de 6,204 semanas laborales. Si el total de semanas laborales trabajadas por los Miembros del
22 Grupo durante el Período del Grupo supera las 6,204 en más del diez por ciento (10%) a la fecha
23 en que el Tribunal otorgue la aprobación preliminar del acuerdo (es decir, más de 6,824 semanas
24 laborales), entonces el Monto Bruto del Acuerdo, que incluya el Pago de los Honorarios del
25 Abogado del Grupo, el Pago por los Servicios de la Representante del Grupo, la asignación de
26 Sanciones de PAGA, y los Pagos Individuales del Grupo, aumentarán proporcionalmente según
27 el número de semanas laborales adicionales por encima del diez por ciento (10%) (por ejemplo,
si el número de semanas laborales aumenta en un 11%, entonces el Monto Bruto del Acuerdo se
incrementará en un 1%).

1 **10. DERECHO DE LOS DEMANDADOS A RETIRARSE.** Si el número de Solicitudes de
2 Exclusión válidas identificadas en la Lista de Exclusión supera el ocho por ciento (8%) del total
3 de todos los Miembros del Grupo, los Demandados pueden, sin estar obligados a hacerlo, optar
4 por retirarse del Acuerdo. Las Partes acuerdan que, si los Demandados se retiran, el Acuerdo será
5 nulo ab initio, no tendrá validez ni efecto alguno, y que ninguna de las Partes tendrá ninguna otra
6 obligación de cumplir con lo establecido en el presente Acuerdo; siempre que, los Demandados
7 seguirán siendo responsables del pago de todos los Gastos de Administración del Acuerdo
8 incurridos hasta ese momento. Los Demandados deberán notificar al Abogado del Grupo y al
9 Tribunal su decisión de retirarse en un plazo máximo de 7 días después de que el Administrador
envíe la Lista de Exclusión final al Abogado de la Defensa; las decisiones tardías no tendrán
ningún efecto.

10 **11. MOCIÓN PARA LA APROBACIÓN FINAL.** En un plazo máximo de 16 días hábiles
11 antes de la Avista de Aprobación Final programada, la Demandante presentará ante el Tribunal
12 una moción para la aprobación final del Acuerdo, que incluye una solicitud de aprobación del
13 acuerdo PAGA bajo la sección 2699, inciso (l) del Código Laboral, una propuesta de Orden de
14 Aprobación Final y una propuesta de Sentencia (colectivamente “Moción de Aprobación Final”).
15 La Demandante deberá proporcionar borradores de estos documentos al Abogado de la Defensa
16 a más tardar 7 días antes de presentar la Moción de Aprobación Final. El Abogado del Grupo y
17 el Abogado de la Defensa se reunirán y consultarán de manera expedita en persona o por teléfono,
18 y de buena fe, para resolver cualquier desacuerdo relacionado con la Moción de Aprobación Final.

19 11.1 Respuesta a las Objeciones. Cada Parte se reserva el derecho de responder a las
20 objeciones planteadas por un Miembro del Grupo Participante, incluido el derecho a presentar
21 documentos de respuesta ante el Tribunal a más tardar 5 días hábiles antes de la Audiencia de
22 Aprobación Final, o según lo ordene o acepte el Tribunal.

23 11.2 Obligación de Cooperar. Si el Tribunal no otorga la Aprobación Final o
24 condiciona la Aprobación Final a cambios sustanciales en el Acuerdo (incluido, entre otros, el
25 alcance de la exoneración que otorgarán los Miembros del Grupo y/o los Empleados Agravados),
26 las Partes colaborarán conjuntamente de buena fe de manera expedita para atender las
27 preocupaciones del Tribunal, revisando el Acuerdo según sea necesario para obtener la
Aprobación Final. La decisión del Tribunal de otorgar menos de los montos solicitados para el
Pago por los Servicios de la Representante del Grupo, el Pago de los Honorarios del Abogado del
Grupo, el Pago de los Gastos de Litigios del Abogado del Grupo y/o el Pago de los Gastos del
Administrador no constituirá una modificación sustancial del Acuerdo en el sentido de este

párrafo.

11.3 Jurisdicción continua del Tribunal. Las Partes acuerdan que, después de la emisión de la Sentencia, el Tribunal conservará la jurisdicción sobre las Partes, la Acción y el Acuerdo únicamente para los fines de (i) hacer cumplir el presente Acuerdo y/o la Sentencia, (ii) atender los asuntos relacionados con la administración del acuerdo y (iii) atender los asuntos posteriores a la Sentencia que estén permitidos por la ley.

11.4 Renuncia al Derecho de Apelación. Siempre que la Sentencia sea coherente con los términos y condiciones del presente Acuerdo, incluyendo específicamente el Pago de los Honorarios del Abogado del Grupo y el Pago de los Gastos de Litigio del Abogado del Grupo establecidos en el presente Acuerdo, las Partes, sus respectivos abogados y todos los Miembros del Grupo Participantes que no se opusieron al Acuerdo según lo dispuesto en este Acuerdo, renuncian a todos los derechos de apelación de la sentencia, incluyendo todos los derechos a los procedimientos posteriores a la sentencia y de apelación, el derecho a presentar mociones para anular la sentencia, mociones para un nuevo juicio, recursos extraordinarios y apelaciones. La renuncia al derecho de apelación no incluye ninguna renuncia al derecho a oponerse a este tipo de mociones, escritos o apelaciones. Si un objetor apela la Sentencia, las obligaciones de las Partes de cumplir con este Acuerdo se suspenderán hasta que se resuelva definitivamente la apelación y la Sentencia sea definitiva, excepto en lo que respecta a asuntos que no afecten el Monto Neto del Acuerdo.

11.5 Órdenes del Tribunal de Apelación para Anular, Revocar o Modificar Sustancialmente la Sentencia. Si el Tribunal revisor anula, revoca o modifica la Sentencia de una manera que requiera una modificación sustancial del presente Acuerdo (incluido, entre otros, el alcance de la Exoneración que otorgarán los Miembros del Grupo y/o los Empleados Agraviados), este Acuerdo será nulo y sin efecto. No obstante, las Partes colaborarán conjuntamente de buena fe de manera expedita para atender las preocupaciones del tribunal de apelación y obtener la Aprobación Final y la Sentencia, compartiendo al cincuenta por ciento 50%, los Gastos de Administración adicionales en que se incurra razonablemente después de la remisión. Una decisión de apelación para anular, revocar o modificar la adjudicación por parte del Tribunal del Pago por Servicios prestados por la Representante del Grupo o cualquier pago al Abogado del Grupo no constituirá una modificación sustancial de la Sentencia en el sentido de este párrafo, siempre que el Monto Bruto del Acuerdo permanezca sin cambios.

12. SENTENCIA ENMENDADA. Si se requiere alguna sentencia enmendada en virtud de la sección 384 del Código de Procedimiento Civil, las Partes colaborarán conjuntamente de buena

1 fe para presentar conjuntamente una propuesta de sentencia enmendada.

2 **13. DISPOSICIONES ADICIONALES.**

3 13.1 Sin admisión de responsabilidad, certificación del Grupo o capacidad de
4 representación para otros fines. El presente Acuerdo representa un compromiso y solución de las
5 reclamaciones muy controvertidas. Nada de lo dispuesto en el presente Acuerdo pretende ni debe
6 interpretarse como una admisión por parte de los Demandados de que cualquiera de las
7 alegaciones en la Demanda Operativa tenga fundamento o de que los Demandados tengan alguna
8 responsabilidad por las reclamaciones presentadas; tampoco debe pretenderse o interpretarse
9 como una admisión por parte de la Demandante de que las defensas de los Demandados en la
10 Acción tengan fundamento. Las Partes acuerdan que la certificación del Grupo y el trato
11 representativo son únicamente para los fines de este Acuerdo. Si, por cualquier motivo, el
12 Tribunal no otorga la Aprobación Preliminar, la Aprobación Final o no dicta Sentencia, los
13 Demandados se reservan el derecho de impugnar la certificación de un grupo por cualquier
14 motivo, y los Demandados se reservan todas las defensas disponibles para las reclamaciones de
15 la Acción, y la Demandante se reserva el derecho de solicitar la certificación del Grupo por
16 cualquier motivo disponible y de impugnar las defensas de los Demandados. La Conciliación, el
17 presente Acuerdo y la voluntad de las Partes de resolver la Acción no tendrán ninguna influencia
18 ni serán admisibles en relación con ningún litigio (excepto en los procedimientos para hacer
19 cumplir o efectuar la Conciliación y el presente Acuerdo).

20 13.2 Confidencialidad. La Demandante, el Abogado del Grupo, los Demandados y el
21 Abogado de la Defensa acuerdan individualmente que, hasta que se presente la Moción de
22 Aprobación Preliminar del Acuerdo, ni la Demandante, ni el Abogado del Grupo, ni los
23 Demandados, ni el Abogado de la Defensa divulgarán, difundirán ni publicitarán, ni causarán o
24 permitirán que otra persona divulgue, difunda o publique, ninguno de los términos del Acuerdo
25 directa o indirectamente, específica o generalmente, a ninguna persona, empresa, asociación,
26 agencia gubernamental u otra entidad, excepto: (1) a los abogados, contadores o cónyuges de las
27 Partes, a quienes se les indicará que mantengan la confidencialidad del presente Acuerdo; (2) a
28 los abogados en asuntos relacionados; (3) en la medida necesaria para declarar los ingresos a las
autoridades fiscales correspondientes; (4) que sea en respuesta a una orden judicial o citación; o
(5) que dicha divulgación sea requerida, según lo determine el abogado de una de las Parte, por
ley, regulación o requisitos contractuales, bursátiles, de inversores, de inversores potenciales o
requisitos similares de auditoría o informes aplicables.

Cada Parte se compromete a notificar inmediatamente a la otra Parte sobre cualquier orden judicial o administrativa, investigación o citación que solicite dicha información. La Demandante, el Abogado del Grupo, los Demandados y el Abogado de la Defensa acuerdan individualmente no iniciar, directa o indirectamente, ninguna conversación u otra comunicación, antes de la presentación de la Moción de Aprobación Preliminar, con ningún tercero en relación con este Acuerdo o los asuntos que dan lugar a este Acuerdo, excepto para responder únicamente que “el asunto se resolvió” o palabras a tal efecto. No se puede publicar información sobre la Acción o el acuerdo en los sitios web del Abogado del Grupo sin el consentimiento previo por escrito de los Demandados. Los Demandados dan su consentimiento para que el Abogado del Grupo incluyan el nombre y el número del caso, así como una breve descripción de las reclamaciones en las declaraciones presentadas ante el tribunal en las que se indiquen sus casos anteriores para acreditar su idoneidad para ser nombrado Abogado del grupo. Este párrafo no restringe las comunicaciones del Abogado del Grupo con los Miembros del Grupo de conformidad con las obligaciones éticas que el Abogado del Grupo tiene para con los Miembros del Grupo.

13.3 No se permite la captación de los miembros del grupo. Las Partes acuerdan individualmente que ni ellas, ni sus respectivos abogados ni empleados captarán a ningún Miembro del Grupo para que opte por no participar u se oponga al Acuerdo, o apele la Sentencia. Nada de lo dispuesto en este párrafo se interpretará como una restricción de la capacidad del Abogado del Grupo para comunicarse con los Miembros del Grupo de conformidad con las obligaciones éticas que el Abogado del Grupo tiene para con los Miembros del Grupo.

13.4 Acuerdo Integrado. Una vez firmado por todas las Partes y sus abogados, el presente Acuerdo, junto con sus anexos adjuntos, constituirá el acuerdo completo entre las Partes en relación con el Acuerdo, sustituyendo todas y cada una de las representación, garantía, convenio o incentivo verbal realizado a o por cualquiera de las Partes.

13.5 Autorización del abogado. El Abogado del Grupo y el Abogado de la Defensa garantizan y declaran por separado que están autorizados por la Demandante y los Demandados, respectivamente, para tomar todas las medidas apropiadas requeridas o permitidas por dichas Partes de conformidad con este Acuerdo para dar cumplimiento a sus términos, y para firmar cualquier otro documento que sea razonablemente necesario para dar cumplimiento a los términos del presente Acuerdo, incluidas las enmiendas a este Acuerdo.

13.6 Cooperación. Las Partes y sus abogados cooperarán entre sí y harán todo lo posible, de buena fe, para aplicar el Acuerdo, entre otras cosas, modificando el Acuerdo de Conciliación, presentando pruebas complementarias y complementando fundamentos de hecho y

de derecho solicitados por el Tribunal. En caso de que las Partes no puedan ponerse de acuerdo sobre la forma o el contenido de cualquier documento necesario para aplicar el Acuerdo, o sobre cualquier modificación del Acuerdo que pueda ser necesaria para implementar el Acuerdo, las Partes solicitarán la asistencia de un mediador y/o del Tribunal para resolverlo.

13.7 Sin asignaciones previas. Las Partes declaran y garantizan por separado que no han asignado, transferido, gravado ni pretendido ceder, transferir o gravar directa o indirectamente a ninguna persona o entidad ninguna parte de la responsabilidad, reclamación, demanda, acción, causa de acción o derecho exonerado y liberado por las Partes en este Acuerdo.

13.8 Sin asesoramiento fiscal. Ni la Demandante, ni el Abogado del Grupo, ni los Demandados ni el Abogado de la Defensa proporcionan ningún tipo de asesoramiento con respecto a los impuestos o la tributación, ni se podrá considerar que nada en lo dispuesto en el presente Acuerdo constituya asesoramiento fiscal en el sentido de la Circular 230 del Departamento del Tesoro de los Estados Unidos (31 CFR Parte 10, según su versión enmendada) ni de ninguna otra manera.

13.9 Modificación del Acuerdo. Este Acuerdo, y todas sus partes, únicamente podrá ser enmendado, modificado, cambiado o renunciado mediante un documento por escrito explícito firmado por todas las Partes o sus representantes, y aprobado por el Tribunal.

13.10 Acuerdo vinculante para los sucesores. El presente Acuerdo será vinculante para los sucesores de cada una de las Partes y redundará en beneficio de los sucesores de cada una de las Partes.

13.11 Ley aplicable. Todos los términos y condiciones del presente Acuerdo y sus anexos se regirán e interpretarán de conformidad con las leyes internas del estado de California, sin tener en cuenta los principios de conflicto de leyes.

13.12 Cooperación en la redacción. Las Partes han cooperado en la redacción y preparación del presente Acuerdo. El presente Acuerdo no se interpretará en contra de ninguna de las Partes por el hecho de que haya sido que la Parte redactora o que haya participado en la redacción.

13.13 Confidencialidad. En la medida en que lo permita la ley, todos los acuerdos realizados y las órdenes emitidas durante la Acción y en este Acuerdo en relación con la confidencialidad de la información seguirán vigentes una vez firmado el presente Acuerdo.

13.14 Uso y Devolución de los Datos del Grupo. La información proporcionada al Abogado del Grupo de conformidad con el Código de Evidencia de California §1152, y todas las

1 copias y resúmenes de los Datos del Grupo proporcionados al Abogado del Grupo por los
2 Demandados en relación con la mediación, otras negociaciones del acuerdo o en relación con el
3 Acuerdo, únicamente podrán utilizarse en relación con este Acuerdo, y para ningún otro
4 propósito, y no podrán utilizarse de ninguna manera que viole cualquier acuerdo contractual, ley
5 o norma judicial vigente. En un plazo máximo de 90 días a partir de la fecha en que el Tribunal
6 exima al Administrador de su obligación de proporcionar una Declaración que confirme el pago
7 final de todos los fondos del Acuerdo, la Demandante destruirá todas las versiones en papel y
8 electrónicas de los Datos del Grupo recibidos de los Demandados a menos que, antes de que el
9 Tribunal exima al Administrador de su obligación, los Demandados soliciten por escrito al
10 Abogado del Grupo la devolución de los Datos del Grupo, en lugar de que se destruyan.

11 13.15 Títulos. Los títulos descriptivos de cualquier sección o párrafo del presente
12 Acuerdo se incluyen únicamente para facilitar la referencia y no constituye parte de este Acuerdo.

13 13.16 Días calendario. A menos que se indique lo contrario, toda referencia a “días” en
14 este Acuerdo se refieren a días calendario. En el caso de que cualquier fecha límite o plazo
15 establecido en este Acuerdo caiga en fin de semana o en día feriado federal, dicha fecha límite o
16 plazo establecido se trasladará al primer día hábil siguiente.

17 13.17 Notificaciones. Todas las notificaciones, requerimientos u otras comunicaciones
18 entre las Partes en relación con este Acuerdo se realizarán por escrito y se considerarán
19 debidamente entregadas al tercer día hábil después de su envío por correo postal de los Estados
20 Unidos, o el día de su envío por correo electrónico o mensajería, a la siguiente dirección:

21 Al demandante:
22 David Glenn Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Bl
25 PMB 42554
26 West Hollywood, CA 90069
27 david@spivaklaw.com

28 Al demandado:
Shareef S. Farag
Nicholas D. Poper
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
sfarag@bakerlaw.com
npoper@bakerlaw.com

13.18 Firma en copias. Este Acuerdo podrá firmarse en una o varias copias por fax, por medios electrónicos (por ejemplo, DocuSign) o por correo electrónico, que a los efectos de este Acuerdo se aceptarán como originales. Todas las copias firmadas y cada una de las copias se considerarán un mismo documento si los abogados de las Partes intercambian copias firmadas. Las copias firmadas serán admisibles como prueba de la existencia y el contenido de este Acuerdo.

13.19 Suspensión del litigio. Las Partes acuerdan que, una vez firmado este Acuerdo, se suspenderá el litigio, excepto para dar cumplimiento a los términos de este Acuerdo. Las Partes acuerdan además que, al firmar este Acuerdo, de conformidad con la sección 583.330 del Código de Procedimiento Civil, el plazo para llevar un caso a juicio de conformidad con la sección 583.310 del Código de Procedimiento Civil, se prorrogará por la totalidad de la duración de este proceso de conciliación.

Fecha: 07 / 20 / 2026

Por: 
MARIA JACQUELINE BATRES

Fecha: _____

Por: _____
GREG FRIEDMAN
En nombre de DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC y DIMENSION
DEVELOPMENT TWO, LLC

THE SPIVAK LAW FIRM

Fecha: _____

Por: _____
DAVID GLENN SPIVAK, Abogado de
la demandante, MARIA JACQUELINE
BATRES, y de todas las demás
personas en situación similar

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UNITED EMPLOYEES LAW GROUP

Fecha: _____

Por: _____
WALTER L. HAINES, Abogado de la
Demandante, MARIA JACQUELINE
BATRES, y de todas las demás
personas en situación similar.

BAKER & HOSTETLER LLP

Fecha: _____

Por: _____
SHAREEF S. FARAG, Abogado de
los Demandados, DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC y DIMENSION
DEVELOPMENT TWO, LLC

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EXHIBIT A

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

3 (case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
4 and number 24STCV28018)

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

7 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 to November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 to November 15, 2023) (“Aggrieved Employees”).

13 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”).

16 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

24 The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. The Court has determined
3 only that there is sufficient evidence to suggest that the proposed Settlement might be fair,
4 adequate, and reasonable, and that any final determination of those issues will be made at the
5 Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this
6 Notice carefully. You will be deemed to have carefully read and understood it. At the Final
7 Approval Hearing, the Court will decide whether to finally approve the Settlement and how much
8 of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court
9 will also decide whether to enter a judgment that requires Defendants to make payments under
10 the Settlement and requires Class Members and Aggrieved Employees to give up their rights to
11 assert certain claims against Defendants.

12 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
13 two basic options under the Settlement:

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

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

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

27 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

28 You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	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.

1		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties may owe to the Aggrieved Employees.
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4	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
5	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
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10	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
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15	You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.
16	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

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

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 become 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.

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

25 1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
26 Settlement to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
27 To date, Class Counsel have worked and incurred expenses on the Action without payment.

28 2. Class Representative Service Award. Up to \$5,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

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

10 Based on records, Defendants estimated that, as of the date of the Settlement, (1) there
11 are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there are 66
12 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

13 C. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
16 Members based on their Class Period Workweeks.

17 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
20 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
21 pay employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The
22 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
23 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
24 Individual Class Payments on IRS 1099 Forms.

25 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
26 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
27 are responsible for paying all taxes (including penalties and interest on back taxes) on any
28 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.

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

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

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2 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
3 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
4 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
5 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
6 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
7 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
8 Member's name, present address, telephone number, and a simple statement electing to be
9 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)
10 will not receive Individual Class Payments but will preserve their rights to personally pursue
11 claims against Defendants for violations of California's labor laws.

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13 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
14 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
15 Individual PAGA Payments and will release the Released Parties from civil penalties from the
16 Released PAGA Claims (defined below).

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

23
24 H. Administrator. The Court has appointed a neutral company, Phoenix Settlement
25 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
26 process Class Members' Requests for Exclusion. The Administrator will also decide Class
27 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
28 perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendants
have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
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, continue to sue, or be part of any other lawsuit against Defendants or
officers, directors, employees, and agents 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 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 and/or theories
of liability that have been or could have been asserted in any of the pleadings that
have been filed in the Action based the facts and theories alleged therein and in
the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid

1 minimum wages, overtime, and/or double time, failure to provide compliant meal
2 breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest
3 break premiums at the regular rate of pay, failure to timely pay all wages owed
4 during and/or upon separation of employment, failure to provide accurate itemized
5 wage statements, failure to maintain accurate employment records, unfair
6 competition under California Business & Professions Code section 17200 *et. seq.*
7 The release shall include release of California Labor Code sections 201, 201.3,
8 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
9 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare
Commission, claims for attorneys' fees and costs, and derivative claims for
statutory penalties. Except as set forth in Section 6.3 of this Agreement,
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 Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
12 claims for civil penalties that could have been sought by the Labor Commissioner for the
13 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

14 The Aggrieved Employees will be bound by the following release:

15 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
16 California, releases Released Parties from all claims and/or theories of liability
17 for civil penalties under PAGA that have been or could have been asserted in any
18 of the pleadings that have been filed in the Action based the facts and theories
19 alleged therein and in the PAGA Notice including, but not limited to, Labor Code
20 sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
21 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the
Industrial Welfare Commission, claims for attorneys' fees and costs, and
derivative claims for civil penalties. Plaintiff does not release the claim for wages
or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

22 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

23 A. Individual Class Payments. The Administrator will calculate Individual Class
24 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
25 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
worked by each individual Participating Class Member.

26 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
27 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
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1 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
2 by each individual Aggrieved Employee.

3 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
4 worked during the Class Period and the number of PAGA Pay Periods you worked during the
5 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
6 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for
this purpose. Section 9 of this Notice has the Administrator's contact information.

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

12 5. HOW WILL I GET PAID?

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

16 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
17 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
18 Settlement (i.e., every Non-Participating Class Member).

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

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

22 Email, fax, or mail a written and signed letter with your name, present address, telephone
23 number, and a simple statement that you do not want to participate in the Settlement. You may
24 use the enclosed Election Not To Participate In Settlement form for this purpose. The
Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
25 *Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, and include your
26 identifying information (full name, address, telephone number, approximate dates of
employment, and social security number for verification purposes). You must make the request
27 yourself. If someone else makes the request for you, it will not be valid. You should send your
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1 Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The**
2 **Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you
3 are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

4 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

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

16 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
17 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
18 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
19 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
20 **Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
21 object to, why you object, and any facts that support your objection. Make sure you identify the
22 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
23 24STCV28018, and include your name, current address, telephone number, and approximate
24 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
25 Administrator's contact information. You may use the enclosed Objection form for this purpose.
26 You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

27 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
28 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.

22 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

23 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
24 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
25 Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
26 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
27 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
28 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 by <<CourtConnect/CourtCall/MicrosoftTeams>>
(https://www.<<CourtVirtualAppearanceLink>>). 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 <<ADMINISTRATOR 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. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE NUMBER>>. 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.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Phoenix Class Action Administration
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimedx Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

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

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

3 8605 Santa Monica Bl

PMB 42554

4 West Hollywood, CA 90069

Telephone: (213) 725-9094

5 Facsimile: (213) 634-2485

6 Attorneys for Plaintiff(s),

7 MARIA JACQUELINE BATRES, and all others similarly situated

(Additional attorneys for parties on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 MARIA JACQUELINE BATRES, on behalf of
11 herself and all others similarly situated, and as an
12 “aggrieved employee” on behalf of other
13 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

14 *Plaintiff(s),*

15 vs.

16 DIMENSION DEVELOPMENT COMPANY,
17 INC., a Louisiana corporation; DR HOTEL
18 EMPLOYEE LEASING LLC, a Delaware
19 limited liability company; DIMENSION
20 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

21 *Defendant(s).*

Case No. 24STCV28018

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
MARIA JACQUELINE BATRES, and all others similarly situated

ATTORNEYS FOR DEFENDANT(S)

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Attorneys for Defendants
DIMENSION DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING, LLC, and
DIMENSION DEVELOPMENT TWO, LLC

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and
5 supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement
15 Class” means all current and former non-exempt or hourly paid employees who
16 worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks
17 Avenue, Pasadena, CA 91103 (collectively “Class Members”), who worked
18 anytime during the Class Period. The “Class Period” shall mean the period of time
19 from October 25, 2020, through November 15, 2023.

20 3. Based on a review of Defendants’ records to date, Defendants estimate
21 there are 106 Class Members who collectively worked a total of 6,204 workweeks.
22 If the workweeks as of the date the Court approves the settlement exceeds the 6,204
23 by more than ten percent (10%), the Gross Settlement Amount, including the
24 Plaintiff’s counsel’s attorney fees, the Class Representative Service Award, and
25 the PAGA penalties allocation, will increase proportionally according to the
26 number of additional workweeks over ten percent (10%) (for example, if the
27 number of workweeks is 11% higher, the Gross Settlement Amount will be
28 increased by 1%).

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

8 This action is provisionally certified pursuant to section 382 of the California Code
9 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class
10 action for purposes of settlement only with respect to the proposed Settlement Class.

11 5. Not later than 15 days after the Court grants Preliminary Approval of the
12 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
13 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
14 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
15 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
16 employees who need access to the Class Data to effect and perform under the Settlement
17 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
18 discover that the Class Data omitted class member identifying information and to provide
19 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
20 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
21 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
any issues related to missing or omitted Class Data.

22 6. No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state the number of
24 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

25 7. Using best efforts to perform as soon as possible, and in no event later than 14
26 days after receiving the Class Data, the Administrator will send to all Class Members identified
27 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
28

1 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
2 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
3 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
4 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
5 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
6 National Change of Address database.

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

14 9. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
15 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
16 contact information is Shareef S. Farag, Esq. and Nicholas Poper, Esq., Baker & Hostetler LLP,
17 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA, 90067-4301.

18 10. The deadlines for Class Members' written objections, Challenges to Workweeks
19 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
20 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
21 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
22 with the re-mailed Class Notice.

23 11. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class Data and should
25 have received Class Notice, the Parties will expeditiously meet and confer in person or by
26 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
27 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
28 Members, and the Administrator will send, via email or overnight delivery, a Class Notice

1 requiring them to exercise options under the Settlement Agreement not later than 14 days after
2 receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

3 12. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
4 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
5 Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
6 an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
7 Exclusion is a letter from a Class Member or his/her representative that reasonably
8 communicates the Class Member's election to be excluded from the Settlement and includes the
9 Class Member's name, address and email address or telephone number. To be valid, a Request
10 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. An
11 Election Not to Participate in Settlement form, attached as Exhibit B, may be used for this
12 purpose but is not required.

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

22 14. Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
24 benefits and bound by all terms and conditions of the Settlement, including the Participating
25 Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
26 Participating Class Member actually receives the Class Notice or objects to the Settlement.

27 15. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or have the

1 right to object to the class action components of the Settlement. Plaintiff releases all claims
2 for civil penalties that could have been sought by the Labor Commissioner for the violations
3 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for
4 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
5 Participating Class Member.

6 16. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
7 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
8 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
9 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a
10 dispute. The Class Member may challenge the allocation by communicating with the
11 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
12 Member to submit supporting documentation. In the absence of any contrary documentation, the
13 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
14 correct so long as they are consistent with the Class Data. The Administrator's determination of
15 each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not
16 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
17 copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense
18 Counsel and Class Counsel and the Administrator's determination the challenges.

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

23 18. Participating Class Members may send written objections to the Administrator, by
24 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
25 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
26 Participating Class Member who elects to send a written objection to the Administrator must do
27 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
28 14 days for Class Members whose Class Notice was re-mailed).

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

3 20. Not later than 14 days before the date by which Plaintiff is required to file the
4 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel
5 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
6 diligence and compliance with all of its obligations under the Settlement Agreement, including,
7 but not limited to, its mailing of the Class Notices, the Class Notices returned as undelivered, the
8 re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
9 Exclusion from Settlement it received (both valid or invalid), the number of written objections
10 and attach the Exclusion List. The Administrator will supplement its declaration as needed or
11 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
12 Administrator's declaration(s) in Court.

13 21. The Court approves, as to form and content, the Class Notice in substantially the
14 form attached as Exhibit A to this Order.

15 22. The Court approves, for settlement purposes only, David Glenn Spivak of The
16 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

17 23. The Court approves, for settlement purposes only, Maria Jacqueline Batres as the
18 Class Representative.

19 24. The Court approves Phoenix Class Action Administration as the Administrator.

20 25. The Court preliminarily approves Class Counsel's request for attorneys' fees and
21 costs subject to final review by the Court.

22 26. The Court preliminarily approves the estimated Administrator costs payable to the
23 Administrator subject to final review by the Court.

24 27. The Court preliminarily approves Plaintiff's Class Representative Service
25 Payment subject to final review by the Court.

26 28. A Final Approval Hearing shall be held on _____ at .m. in Department SSC-
27 9 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
28 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,

adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

29. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

30. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

DATE

**HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT**

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EXHIBIT C

1 DAVID GLENN SPIVAK (SBN 179684)

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2 THE SPIVAK LAW FIRM

3 8605 Santa Monica Bl

PMB 42554

4 West Hollywood, CA 90069

Telephone: (213) 725-9094

5 Facsimile: (213) 634-2485

6 Attorneys for Plaintiff(s),

7 MARIA JACQUELINE BATRES, and all others similarly situated

(Additional attorneys for parties on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 MARIA JACQUELINE BATRES, on behalf of
11 herself and all others similarly situated, and as an
12 “aggrieved employee” on behalf of other
13 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

14 *Plaintiff(s),*

15 vs.

16 DIMENSION DEVELOPMENT COMPANY,
17 INC., a Louisiana corporation; DR HOTEL
18 EMPLOYEE LEASING LLC, a Delaware
19 limited liability company; DIMENSION
20 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

21 *Defendant(s).*

Case No. 24STCV28018

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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MARIA JACQUELINE BATRES, and all others similarly situated

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Attorneys for Defendants
DIMENSION DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING, LLC, and
DIMENSION DEVELOPMENT TWO, LLC

1 This matter came on for hearing on _____ at _____.m. in Department SSC-9 of the above-
2 captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement pursuant
3 to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action
4 Settlement and Release of Claims (the "Settlement") filed herewith which provides for a Gross
5 Settlement Amount ("GSA") of up to \$170,000.00 in compromise of all disputed claims on behalf
6 of during the period of October 25, 2020 to November 15, 2023 ("Settlement Class Period"). All
7 capitalized terms used herein shall have the same meaning as defined in the Settlement.

8 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
9 Settlement, Class Members have been given notice of the terms of the Settlement and the
10 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
11 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court in conjunction with the motions for
13 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
14 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
15 DETERMINATIONS¹:

16 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
17 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
18 Approval of Class Action Settlement of _____, the Class Notice was sent to each Class Member
19 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
20 Settlement, their right to receive their proportional share of the Settlement, their right to request
21 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
22 person or by counsel at the final approval hearing and be heard regarding final approval of the
23 Settlement. Adequate periods of time were provided by each of these procedures. No member of
24 the Settlement Class presented written objections to the proposed Settlement as part of this notice
25 process, stated an intention to appear, or actually appeared at the final approval hearing.

26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on ____ is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated ____ is attached hereto as **Exhibit B** and
incorporated by reference.

1 2. For purposes of this Final Order and Judgment, the Class Members are during the
2 Class Period. at any time during the period of October 25, 2020 to November 15, 2023
3 (“Settlement Class Period”).

4 3. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding final approval of the Settlement based on the responses of Class Members. The Court
7 finds and determines that the notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process as to all persons entitled to such notice.

9 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
10 resolution set forth in this Settlement will release and discharge the Released Claims by way of
11 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
12 of any kind by each and all of the Settlement Class Members (including participation to any extent
13 in any representative or collective action) against the Released Parties. This release will not take
14 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
15 Agreement.

16 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
17 sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to
18 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
19 unless such Aggrieved Employee is a Participating Class Member.

20 **“Released Claims”** shall mean all claims stated in the Operative Complaint and based
21 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean Defendants
22 and their affiliates, officers, directors, employees and agents, including G&B Hotel Employee
23 Leasing, LLC, Dimension Hospitality, LLC, and RT Pasad LLC.

24 2. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
26 provisions of the Settlement, including the release of claims contained therein, should be and
27 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
28 according to its terms. As of the Effective Date of Settlement, and for the duration of the

1 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
2 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
3 against the Released Parties as fully set forth in the Settlement. No objections were received by
4 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
5 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
6 the Administrator and therefore is/are not in the Settlement Class.

7 3. The Court finds and determines that (a) the Settlement Shares to be paid to
8 Participating Class Members and (b) the LWDA payment as civil penalties under the California
9 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
10 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
11 final approval to, and orders the payment of, those amounts be made to the Participating Class
12 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
13 accordance with the terms of the Settlement.

14 4. The Court further grants final approval to and orders that the following payments
15 be made in accordance with the terms of the Settlement:

16 a. Class Counsel fees & costs of \$56,666.67 in attorneys’ fees and \$17,500.00
17 in litigation costs to Class Counsel;

18 b. \$5,000.00 as a Class Representative Service Payment award payable to
19 Plaintiff Maria Jacqueline Batres for her service as a Class Representative;

20 c. \$12,000.00 in costs of the Administrator payable to Phoenix Class Action
21 Administration for its services as the Administrator; and

22 d. Payment of \$13,000.00 (65% of the (\$20,000.00 PAGA penalty) to the
23 LWDA.

24 7. The settlement shall proceed as directed in the Settlement, and no payments
25 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
26 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
27 of all matters relating to the interpretation, administration, implementation, effectuation and
28 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of

1 Court 3.769(h).

2 8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall
3 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
4 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
5 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
6 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
7 total amount of all Individual PAGA Payments to Aggrieved Employees.

8 9. Other than employer side payroll taxes, Defendants' payment of such sums shall
9 be the sole financial obligation of Defendants under the Settlement, and shall be in full satisfaction
10 of all claims released herein, including, without limitation, all claims for wages, penalties,
11 interest, attorneys' fees, costs and expenses.

12 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
13 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
14 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
15 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
16 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
17 California Unclaimed Property Fund.

18 11. The Parties shall file a final accounting report by _____. A non-appearance case
19 review re submission of a final report is scheduled for ____ at _____.m. in Department SSC-9. The
20 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
21 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
22 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
23 stipulation shall be signed by counsel for the class and defense counsel in accord with the
24 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
25 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
26 non-appearance hearing for the lodging of the stipulation and proposed order and separate
27 amended judgment is scheduled for ____ at _____.m. in Department SSC-9.

28 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the

1 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
2 deposit funds for distribution by the Administrator to Participating Class Members in accordance
3 with the Settlement.

4 13. The Court hereby enters final judgment in this case in accordance with the terms
5 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
6 Order and Judgment.

7 14. The Parties are hereby ordered to comply with the terms of the Settlement.

8 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
9 provided by the Settlement and this Final Order and Judgment.

10 16. The Settlement is not an admission by Defendants nor is this Final Order and
11 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
12 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
13 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
14 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
15 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
16 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
17 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
18 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
19 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
20 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
21 and any other papers and records on file in the Action may be filed in this Court or in any other
22 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
23 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
24 the Released Claims.

25 17. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h).

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IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE

**HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT**

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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“First Amended Class Action and Paga Settlement Agreement and Class Notice”) from the English language to the Spanish language.

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

Blanca Edwards

BLANCA A. EDWARDS,
Member of the American Translator Association
Member No. 105357, since 01/10/2024

EXHIBIT 25

1 DAVID GLENN SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

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PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

5 Facsimile: (213) 634-2485

6 Attorneys for Plaintiff(s),

MARIA JACQUELINE BATRES, and all others similarly situated

7 (Additional attorneys for parties on following page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 **(UNLIMITED JURISDICTION)**

12 MARIA JACQUELINE BATRES, on behalf of
13 herself and all others similarly situated, and as an
14 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 DIMENSION DEVELOPMENT COMPANY,
18 INC., a Louisiana corporation; DR HOTEL
EMPLOYEE LEASING LLC, a Delaware
19 limited liability company; DIMENSION
DEVELOPMENT TWO, LLC, a Louisiana
20 limited liability company; and DOES 1–50,
21 inclusive,

22 *Defendant(s).*

Case No. 24STCV28018

**FIRST AMENDED CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Action filed: October 25, 2024

Dept: SSC-9, Hon. Elaine Lu

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Maria Jacqueline Batres (“Plaintiff”) and defendants Dimension
3 Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development
4 Two, LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants
5 collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants captioned “*Maria Jacqueline Batres v. Dimension Development Company, Inc., et*
9 *al.*, Case No. 24STCV28018 initiated on October 25, 2024 and pending in Superior Court of the
10 State of California, County of Los Angeles.

11 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
12 Parties have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
16 with approval of the Settlement.

17 1.4. “Aggrieved Employee” means a current or former non-exempt or hourly paid
18 employee who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair
19 Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period.

20 1.5. “Class” means all current and former non-exempt or hourly paid employees who
21 worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue,
22 Pasadena, CA 91103, at any time during the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
24 L. Haines of United Employees Law Group.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period 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 all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. “Class Period” means the period from October 25, 2020 through November 15, 2023.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named Defendants Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC.

1.17. “Defense Counsel” means Shareef S. Farag and Nicholas D. Poper of Baker & Hostetler LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
5 day after the appellate court affirms the Judgment and issues a remittitur.

6 1.19. "Final Approval Order" means the Court's order granting final approval of the
7 Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
9 Approval of the Settlement.

10 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
11 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit C.

12 1.22. "Gross Settlement Amount" means One Hundred Seventy Thousand Dollars and
13 Zero Cents (\$170,000.00) which is the total amount Defendants agree to pay, can ever be required
14 to pay, or can ever cause to be paid under the Settlement except as provided in Paragraph 9 below.
15 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
16 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
17 Representative Service Payment and the Administrator's Expenses.

18 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
19 share of the Net Settlement Amount calculated according to the number of Workweeks worked
20 during the Class Period.

21 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
22 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
23 during the PAGA Period.

24 1.25. "Judgment" means the judgment entered by the Court based upon the Final
25 Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.29. “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 pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from October 24, 2023 through November 15, 2023.

1.32. “PAGA” means the California Private Attorneys General Act (Labor Code section 2698 *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s October 24, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. ~~(f)~~ (a), and any amendments thereto.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% to LWDA (\$13,000.00) in settlement of 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 Maria Jacqueline Batres, the named plaintiff in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary

1 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
2 attached as **Exhibit B**.

3 1.39. “Released Class Claims” means the claims being released as described in
4 Paragraph 6.2 below.

5 1.40. “Released PAGA Claims” means the claims being released as described in
6 Paragraph 6.3 below.

7 1.41. “Released Parties” means: Defendants Dimension Development Company, Inc.,
8 DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC, G&B Hotel
9 Employee Leasing, LLC, Dimension Hospitality, LLC, RT Pasad LLC, and each of its/their past,
10 present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and
11 each of its/their former and present officers, directors, shareholders, owners, members, managers,
12 managing agents, employees, attorneys, insurers, predecessors, successors, and assigns.

13 1.42. “Request for Exclusion” means a Class Member’s submission of a written request
14 to be excluded from the Class Settlement signed by the Class Member.

15 1.43. “Response Deadline” means sixty (60) days after the Administrator mails Notice
16 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
17 may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement, or (b) fax, email,
18 or mail his or her objection to the Class Settlement. Class Members to whom Class Notices are
19 resent after having been returned undeliverable to the Administrator shall have an additional
20 fourteen (14) calendar days beyond the Response Deadline ~~has expired~~.

21 1.44. “Settlement” means the disposition of the Action effected by this Agreement and
22 the Judgment.

23 1.45. “Workweek” means any week during which a Class Member worked for
24 Defendants for at least one day during the Class Period.

25 **2. RECITALS.**

26 2.1. ———On October 25, 2024, Plaintiff commenced this Action by filing a
27 Complaint alleging causes of action against Defendants for failure to pay wages, failure to provide
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1 meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements,
2 failure to timely pay wages, and related claims. On December 30, 2024, Plaintiff filed a First
3 Amended Complaint alleging causes of action against Defendants for failure to pay wages, failure
4 to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage
5 statements, failure to timely pay wages, and related claims. The First Amended Complaint is the
6 operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations
7 in the Operative Complaint, deny any failure to comply with the laws identified in ~~in~~ the Operative
8 Complaint and deny any and all liability for the causes of action alleged.

9 2.2. ———Pursuant to Labor Code section 2699.3, subd. ~~f.~~ (a), Plaintiff gave timely
10 written notice to Defendants and the LWDA by sending the PAGA Notice.

11 2.3. On July 24, 2025, the Parties participated in an all-day mediation presided over by
12 Glenn E. Lerman, Esq. which led to this Agreement to settle the Action.

13 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
14 Class Members and Aggrieved Employees, the number of Workweeks, the number of PAGA Pay
15 Periods, average rates of pay, timekeeping and payroll data for all Class Members, written
16 policies, and related information. Plaintiff’s investigation was sufficient to satisfy the criteria for
17 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
18 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 2.5. The Court has not granted class certification.

20 2.6. ———The Parties, Class Counsel and Defense Counsel represent that they are not
21 aware of any other pending matter or action asserting claims that will be extinguished or affected
22 by the Settlement.

23 **3. MONETARY TERMS.**

24 3.1. ———Gross Settlement Amount. Except as
25 otherwise provided by Paragraph 9 below, Defendants promise to pay One Hundred Seventy
26 Thousand Dollars and Zero Cents (\$170,000.00) and no more as the Gross Settlement Amount
27 and to separately pay any and all employer payroll taxes owed on the Wage Portions of the
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1 Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount
2 (or any payroll taxes) prior to the deadline stated in Paragraph 6.14.3 of this Agreement. The
3 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
4 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
5 payment. None of the Gross Settlement Amount will revert to Defendants.

6 3.2. Payments from the Gross Settlement Amount.

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

9 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative
10 of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual
11 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member).
12 Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that
13 does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
14 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative
15 Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court
16 approves a Class Representative Service Payment less than the amount requested, the
17 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
18 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%,
21 which is currently estimated to be \$56,666.67 and a Class Counsel Litigation Expenses Payment
22 of not more than \$17,500.00. Defendants will not oppose requests for these payments provided
23 that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
24 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior
25 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
26 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
27 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
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1 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class
2 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
3 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
4 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
5 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants
6 harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or
7 sharing of any of these Payments.

8 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
9 \$12,000.00 except for a showing of good cause and as approved by the Court. To the extent the
10 Administration Expenses are less or the Court approves payment less than \$12,000.00, the
11 Administrator will retain the remainder in the Net Settlement Amount.

12 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
13 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
14 Participating Class Members during the Class Period and (b) multiplying the result by each
15 Participating Class Member's Workweeks.

16 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of each Participating Class
17 Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
18 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-
19 2 Form. The 90.00% of each Participating Class Member's Individual Class Payment will be
20 allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-
21 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
22 Participating Class Members assume full responsibility and liability for any employee taxes owed
23 on their Individual Class Payment.

24 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class
25 Payments. Non-Participating Class Members will not receive any Individual Class Payments.
26 The Administrator will retain amounts equal to their Individual Class Payments in the Net
27 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

1 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the
3 LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

4 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing
5 the amount of the Aggrieved Employees' 35% share of PAGA Penalties, \$7,000.00, by the total
6 number of PAGA-~~Period~~ Pay Periods worked by all Aggrieved Employees during the PAGA
7 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
8 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
9 Individual PAGA Payment.

10 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
11 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
12 report the Individual PAGA Payments on IRS 1099 Forms.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1. ~~Class Workweeks and PAGA Pay Periods.~~ Based on a review of
15 Defendants' records to date, Defendants estimate there are 106 Class Members who collectively
16 worked a total of approximately 6,204 Workweeks, and 66 Aggrieved Employees who worked a
17 total of approximately 126 PAGA Pay Periods.

18 4.2. ~~Class Data.~~ Not later than 15 days after the Order granting Preliminary
19 Approval of the Settlement is entered and served, Defendants will simultaneously deliver the Class
20 Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
21 Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the
22 Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the
23 Class Data to Administrator employees who need access to the Class Data to effect and perform
24 under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if
25 they discover that the Class Data omitted class member identifying information and to provide
26 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
27 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
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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 14 days after the Effective Date. The Administrator shall calculate Defendants' share of payroll taxes and provide the calculations to Defense Counsel no later than 5 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service 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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding address. Within
3 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the void date.

9 4.4.3. For any Class Member whose Individual Class Payment check or Individual
10 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
11 transmit the funds represented by such checks to the California Controller's Unclaimed Property
12 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
13 requirements of California Code of Civil Procedure section 384, subd. (b).

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendants to confer any additional benefits or make any additional payments to
16 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
17 Agreement.

18 **5. [OMITTED]**

19 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
20 Gross Settlement Amount and funds fund all employer payroll taxes owed on the Wage Portion of
21 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
22 against all Released Parties as follows:

23 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
25 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
26 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
27 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
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1 that were, or reasonably could have been, alleged based on facts contained in the Operative
2 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
3 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
4 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
7 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
8 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff's discovery of them.

10 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
12 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

17 6.2 Release by Participating Class Members: All Participating Class Members,
18 on behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release Released Parties from all claims and/or
20 theories of liability that have been or ~~could have been asserted in any of the pleadings that have~~
21 ~~been filed in the Action Operative Complaint based the facts and theories alleged therein and in~~
22 ~~the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid minimum~~
23 ~~wages, overtime, and/or double time, failure to provide compliant meal breaks, failure to provide~~
24 ~~compliant rest breaks, failure to pay meal and/or rest break premiums at the regular rate of pay,~~
25 ~~failure to timely pay all wages owed during and/or upon separation of employment, failure to~~
26 ~~provide accurate itemized wage statements, failure to maintain accurate employment records,~~
27 ~~unfair competition under California Business & Professions Code section 17200 et. seq. The~~

1 ~~release shall include release of California Labor Code sections 201, 201.3, 202, 203, 204, 210,~~
2 ~~226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage~~
3 ~~Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and~~
4 ~~derivative claims for statutory penalties. Except as set forth in Section 6.3 of this Agreement,~~
5 ~~Participating Class Members do not release any other claims, including claims for vested benefits,~~
6 ~~wrongful termination, violation of the Fair Employment and Housing Act, unemployment~~
7 ~~insurance, disability, social security, workers' compensation, or claims based on facts occurring~~
8 ~~outside the Class Period reasonably could have been asserted in the Operative Complaint.~~

9 6.3 Release by Aggrieved Employees. Plaintiff, on behalf of herself, the Aggrieved
10 Employees, and the State of California, releases Released Parties from all claims and/or theories
11 of liability for civil penalties under PAGA that have been or ~~could have been asserted in any of~~
12 ~~the pleadings that have been filed in the Action based the facts and theories alleged therein and~~
13 ~~in the PAGA Notice including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204,~~
14 ~~210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage~~
15 ~~Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and~~
16 ~~derivative claims for civil penalties reasonably could have been asserted in the Operative~~
17 Complaint or PAGA Notice. Plaintiff does not release the claim for wages or damages of any
18 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

19 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a
20 motion for preliminary approval ("Motion for Preliminary Approval") that complies with the
21 Court's current checklist for Preliminary Approvals. A proposed Preliminary Approval Order is
22 attached as Exhibit B.

23 7.1 _____ Defenda
24 nts' Declaration in Support of Preliminary Approval. Within ten (10) days of the full execution
25 of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration
26 from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential
27 conflicts of interest with the Administrator. In their Declarations, Defense Counsel and
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1 Defendants shall aver that they are not aware of any other pending matter or action asserting
2 claims that will be extinguished or adversely affected by the Settlement.

3 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
4 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
5 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
6 analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary
7 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
8 declaration from the Administrator attaching its "not to exceed" bid for administering the
9 Settlement and attesting to its willingness to serve; competency; operative procedures for
10 protecting the security of Class Data; amounts of insurance coverage for any data breach,
11 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
12 interest with Class Members; and the nature and extent of any financial relationship with Plaintiff,
13 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness
14 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
15 interest with Class Members; and/or the Administrator; (~~v~~vi) a signed declaration from each Class
16 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
17 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
18 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
19 (Labor Code section 2699, subd. (l)(2)); (~~v~~ivvii) a redlined version of the Parties' Agreement
20 showing all modifications made to the Model Agreement ready for filing with the Court; and
21 (~~v~~ivviii) all facts relevant to any actual or potential conflict of interest with Class Members, the
22 Administrator and/or the Cy Pres Recipient. In their Declarations~~declarations~~, Plaintiff and Class
23 Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action
24 asserting claims that will be extinguished or adversely affected by the Settlement.

25 7.3 Responsibilities of Counsel. Class Counsel shall be responsible for
26 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after
27 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
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1 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
2 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
3 Approval to the Administrator.

4 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
5 Motion for Preliminary Approval and/or the supporting declarations and documents, Class
6 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
8 grant Preliminary Approval or conditions Preliminary Approval on any material change to this
9 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
10 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
11 otherwise satisfy the Court's concerns.

12 **8. SETTLEMENT ADMINISTRATION.**

13 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
14 Administrators to serve as the Administrator and verified that, as a condition of appointment,
15 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
16 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
17 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
18 financial or otherwise, with the Administrator other than a professional relationship arising out of
19 prior experiences administering settlements.

20 8.2 Employer Identification Number. The Administrator shall have and use its
21 own Employer Identification Number for purposes of calculating payroll tax withholdings and
22 providing reports to state and federal tax authorities.

23 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement
24 fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
25 Regulation section 468B-1.

26 8.4 Notice to Class Members.

27 8.4.1 No later than three (3) business days after receipt of the Class Data, the
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1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

3 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
6 with Spanish translation, if applicable, substantially in the form attached to this Agreement as
7 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
8 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
9 the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
10 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
11 National Change of Address database.

12 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice
13 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
14 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
15 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
16 the most current address obtained. The Administrator has no obligation to make further attempts
17 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
18 second time.

19 8.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
20 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days
21 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
22 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
23 re-mailed Class Notice.

24 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Class Notice, the Parties will expeditiously meet and confer in person or by
27 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.

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

5 8.5 Requests for Exclusion (Opt-Outs).

6 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
8 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
9 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
10 Member or his/her representative that reasonably communicates the Class Member's election to
11 be excluded from the Settlement and includes the Class Member's name, address and email
12 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
13 or postmarked by the Response Deadline.

14 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
15 to contain all the information specified in the Class Notice. The Administrator shall accept any
16 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
17 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
18 determination shall be final and not appealable or otherwise susceptible to challenge. If the
19 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
20 may demand additional proof of the Class Member's identity. The Administrator's determination
21 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

22 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
24 bound by all terms and conditions of the Settlement, including the Participating Class Members'
25 Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating
26 Class Member actually receives the Class Notice or objects to the Settlement.

1 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Non-Participating Class Members
4 who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this
5 Agreement and are eligible for an Individual PAGA Payment.

6 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
7 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
8 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
9 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
10 The Class Member may challenge the allocation by communicating with the Administrator via
11 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
12 supporting documentation. In the absence of any contrary documentation, the Administrator is
13 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
14 are consistent with the Class Data. The Administrator's determination of each Class Member's
15 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
16 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
17 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
18 the Administrator's determination of the challenges.

19 8.7 Objections to Settlement.

20 8.7.1 Only Participating Class Members may object to the class action components of
21 the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
22 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
23 Payment and/or Class Representative Service Payment.

24 8.7.2 Participating Class Members may send written objections to the Administrator, by
25 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
26 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
27 Participating Class Member who elects to send a written objection to the Administrator must do
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1 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
2 14 days for Class Members whose Class Notice was re-mailed).

3 8.7.3 Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 8.8 Administrator Duties. The Administrator has a duty to perform or observe
6 all tasks to be performed or observed by the Administrator contained in this Agreement or
7 otherwise.

8 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish
9 and maintain and use an internet website to post information of interest to Class Members
10 including the date, time and location for the Final Approval Hearing and copies of the Settlement
11 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
12 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment and Class Representative Service Payment, the Final Approval Order and the
14 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
15 telephone number to receive Class Member calls, faxes and emails.

16 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
18 than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
19 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
20 and other identifying information of Class Members who have timely submitted valid Requests
21 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
22 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
23 Exclusion from Settlement submitted (whether valid or invalid).

24 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
25 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
26 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
27 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay
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1 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
2 PAGA Payments (“Weekly Report”). The Weekly Reports must include—provide the
3 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
4 Requests for Exclusion and objections received.

5 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
6 authority to address and make final decisions consistent with the terms of this Agreement on all
7 Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
8 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

9 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
10 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will
11 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
12 attesting to its due diligence and compliance with all of its obligations under this Agreement,
13 including, but not limited to, its mailing of the Class Notice, the Class Notices returned as
14 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number
15 of Requests for Exclusion from Settlement it received (both valid or and invalid), the number of
16 written objections and attach the Exclusion List. The Administrator will supplement its declaration
17 as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
18 Administrator’s declaration(s) in Court.

19 8.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses
20 all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
21 Defense Counsel with a final report detailing its disbursements by employee identification number
22 only of all payments made under this Agreement. At least 15 days before any deadline set by the
23 Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed
24 declaration suitable for filing in Court attesting to its disbursement of all payments required under
25 this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

26 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on a review of
27 Defendants’ records to date, Defendants estimate there are 106 Class Members who collectively
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1 worked a total of 6,204 workweeks. If the total Workweeks worked by Class Members during the
2 Class Period exceeds 6,204 by more than ten percent (10%) as of the date the Court ~~grant~~ sgrants
3 preliminary approval of the settlement (i.e., more than 6,824 Workweeks), then the Gross
4 Settlement Amount, inclusive of the Class Counsel Fees Payment, the Class Representative
5 Service Payment, the PAGA Penalties allocation, and the Individual Class Payments, will increase
6 proportionally according to the number of additional Workweeks over ten percent (10%) (for
7 example, if the number of Workweeks increases by 11% then the Gross Settlement Amount will
8 be increased by 1%).

9 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
10 Exclusion identified in the Exclusion List exceeds eight (8%) of the total of all Class Members,
11 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
12 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
13 whatsoever, and that neither Party will have any further obligation to perform under this
14 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
15 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
16 Court of their election to withdraw not later than 7 days after the Administrator sends the final
17 Exclusion List to Defense Counsel; late elections will have no effect.

18 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
19 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
20 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
21 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
22 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
23 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
24 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
25 disagreements concerning the Motion for Final Approval.

26 11.1 Response to Objections. Each Party retains the right to respond to any objection
27 raised by a Participating Class Member, including the right to file responsive documents in Court
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1 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
2 by the Court.

3 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members and/or Aggrieved Employees), the Parties will
6 expeditiously work together in good faith to address the Court's concerns by revising the
7 Agreement as necessary to obtain Final Approval. The Court's decision to award less than the
8 amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,
9 Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not
10 constitute a material modification to the Agreement within the meaning of this paragraph.

11 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
12 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
13 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
14 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

15 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment ~~reflected~~ set forth in this Settlement, the Parties, their
18 respective counsel, and all Participating Class Members who did not object to the Settlement as
19 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
20 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
21 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
22 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such time as the
24 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
25 the amount of the Net Settlement Amount.

26 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
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modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), 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.

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

13. ADDITIONAL PROVISIONS.

13.1 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 Operative 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 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, 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 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).

1 13.2 Confidentiality. Plaintiff, Class Counsel, Defendants and Defense Counsel
2 separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and
3 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
4 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
5 specifically or generally, to any person, corporation, association, government agency, or other
6 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
7 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
8 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
9 (5) unless such disclosure is required, as determined by a Party's counsel, by applicable law,
10 regulation, or contractual, stock exchange, investor, potential investor, or similar audit or
11 reporting requirements.

12 _____ Each Party agrees to immediately notify each other Party of any judicial or
13 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
15 other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any
16 third party regarding this Agreement or the matters giving rise to this Agreement except to
17 respond only that "the matter was resolved," or words to that effect. No information about the
18 Action or the settlement may be posted on Class Counsel's website(s) without Defendants' prior
19 written consent. Defendants consent to Class Counsel listing the case name, number, and a short
20 description of the claims in declarations filed in court listing their prior cases to provide their
21 qualifications to be appointed as class counsel. This paragraph does not restrict Class Counsel's
22 communications with Class Members in accordance with Class Counsel's ethical obligations
23 owed to Class Members.

24 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
25 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
26 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
27 ability to communicate with Class Members in accordance with Class Counsel's ethical
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obligations owed to Class Members.

13.4 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.

13.5 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.

13.6 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.

13.7 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 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.

1 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court.

4 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
13 entered during the Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
16 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
17 by Defendants in connection with the mediation, other settlement negotiations, or in connection
18 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
19 may not be used in any way that violates any existing contractual agreement, statute, or rule of
20 court. Not later than 90 days after the date when the Court discharges the Administrator's
21 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
22 shall destroy⁵ all paper and electronic versions of Class Data received from Defendants unless,
23 prior to the Court's discharge of the Administrator's obligation, Defendants makesmake a written
24 request to Class Counsel for the return, rather than the destructionsdestruction, of Class Data.

25 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
26 is inserted for convenience of reference only and does not constitute a part of this Agreement.

1 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
2 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

4 13.17 Notice. All notices, demands or other communications between the Parties in
5 connection with this Agreement will be in writing and deemed to have been duly given as of the
6 third business day after mailing by United States mail, or the day sent by email or messenger,
7 addressed as follows:

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9 To Plaintiff:
10 David Glenn Spivak, Esq.
11 The Spivak Law Firm
12 8605 Santa Monica Bl
13 PMB 42554
14 West Hollywood, CA 90069
15 david@spivaklaw.com

16 To Defendant:
17 Shareef S. Farag
18 Nicholas D. Poper
19 BAKER & HOSTETLER LLP
20 1900 Avenue of the Stars, Suite 2700
21 Los Angeles, CA 90067-4301
22 sfarag@bakerlaw.com
23 npoper@bakerlaw.com

24 13.18 Execution in Counterparts. This Agreement may be executed in one or more
25 counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this
26 Agreement shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties ~~will exchange between~~
28 ~~themselves~~ signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

29 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
agree that, upon the signing of this Agreement ~~that,~~ pursuant to Code of Civil Procedure section
583.330 ~~to extend,~~ the date to bring a case to trial under Code of Civil Procedure section 583.310
shall be extended for the entire period of this settlement process.

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Dated: _____

By: _____
MARIA JACQUELINE BATRES

Dated: _____

By: _____
GREG FRIEDMAN
On Behalf Of DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,
LLC, and DIMENSION
DEVELOPMENT TWO, LLC

THE SPIVAK LAW FIRM

Dated: _____

By: _____
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

UNITED EMPLOYEES LAW GROUP

Dated: _____

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA JACQUELINE
BATRES, and all others similarly
situated

///

///

BAKER & HOSTETLER LLP

Dated: _____

By: _____
SHAREEF S. FARAG, Attorneys for
Defendant(s), DIMENSION
DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING,

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LLC, and DIMENSION
DEVELOPMENT TWO, LLC

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EXHIBIT A

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

(case name: Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual [paymentspayment](#) amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out Out of the Class Settlement but ~~not~~Not the PAGA Settlement	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.
The Opt-outOut Deadline is	

<<RESPONSE DEADLINE>>	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 Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDateFinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

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

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 ~~become~~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.

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

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement) to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class

1 Representative Service Award for filing the Action, working with Class Counsel and representing
2 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Pay Periods.

7 Participating Class Members have the right to object to any of these deductions except the
8 PAGA penalties. The Court will consider all objections.

9 _____ Based on Defendants' records, Defendants estimated that, as of the date of the
10 Settlement, (1) there are 106 Class Members and 6,204 total Workweeks during the Class Period
11 and (2) there are 66 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA
Period.

12 C.B. Net Settlement Distributed to Class Members. After making the above deductions
13 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
14 Members based on their Class Period Workweeks.

15 D.C. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
16 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion-"). The Wage
17 Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will
separately pay employer payroll taxes they owe on the Wage Portion of Individual Class
18 Payments. The Individual PAGA Payments are counted as penalties rather than wages for tax
19 purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage
Portions of the Individual Class Payments on IRS 1099 Forms.

20 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
21 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
22 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
23 any questions about the tax consequences of the proposed Settlement.

24 E.D. Need to Promptly Cash Payment Checks. The front of every check issued
25 for Individual Class Payments and Individual PAGA Payments will show the date when the check
expires (the void date). If you don't cash it by the void date, your check will be automatically
26 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the ~~monies~~money represented by your check is sent to the Controller's Unclaimed Property
2 Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
You can contact the Unclaimed Property Fund at (800) 992-4647.

3 F.E. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be
4 treated as a Participating Class Member, participating fully in the Class Settlement, unless you
5 notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish
6 to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and
7 signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The
8 Request for Exclusion should be a letter from a Class Member or his/her representative setting
9 forth atthe Class Member's name, present address, telephone number, and a simple statement
electing 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 claims against Defendants for violations of California's labor laws.

10 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
11 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
12 Individual PAGA Payments and will release the Released Parties from civil penalties from the
Released PAGA Claims (defined below).

13 G.F. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
15 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.

16 H.G. Administrator. The Court has appointed a neutral company, Phoenix Settlement
17 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
18 process Class Members' Requests for Exclusion. The Administrator will also decide Class
19 Member Challenges over Workweeks, 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.

20 I.H. Participating Class Members' Release. After the Judgment is final and
21 Defendants have fully funded the Gross Settlement (and separately paid all employer payroll
22 taxes), Participating Class Members will be legally barred from asserting any of the claims
23 released under the Settlement. This means that unless you ~~opted out by~~ validly ~~excluding~~excluded
yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
24 against Defendants or their officers, directors, employees, and agents 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.

25 The Participating Class Members will be bound by the following release:

26 All Participating Class Members, on behalf of themselves and their respective former and
27 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
28

Released Parties from all claims and/or theories of liability that have been or ~~could have been asserted in any of the pleadings that have been filed in the Action based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid minimum wages, overtime, and/or double time, failure to provide compliant meal breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest break premiums at the regular rate of pay, failure to timely pay all wages owed during and/or upon separation of employment, failure to provide accurate itemized wage statements, failure to maintain accurate employment records, unfair competition under California Business & Professions Code section 17200 et. seq. The release shall include release of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for statutory penalties. Except as set forth in Section 6.3 of the Agreement, reasonably could have been asserted in the Operative Complaint.~~ 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 Period.

J.I. The PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

The Aggrieved Employees will be bound by the following release:

Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, releases Released Parties from all claims and/or theories of liability for civil penalties under PAGA that have been or ~~could have been asserted in any of the pleadings that have been filed in the Action based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for civil penalties.~~ reasonably could have been asserted in the Operative Complaint or the PAGA Notice. Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of WorkweekWorkweeks worked by all Participating Class Members, and (b) multiplying the result by the number of WorkweekWorkweeks worked by each individual Participating Class Member.

1 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
2 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
3 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
4 by each individual Aggrieved Employee.

5 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
6 worked during the Class Period and the number of PAGA Pay Periods you worked during the
7 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
8 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
9 Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
10 the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
11 Administrator's contact information.

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

20 5. HOW WILL I GET PAID?

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

25 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
26 single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the
27 Class Settlement (i.e., every Non-Participating Class Member).

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

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

Email, fax, or mail 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 be excluded.
Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
Dimension Development Company, Inc., et al., Case No. 24STCV28018, and include your
identifying information (full name, address, telephone number, approximate dates of

1 employment, and social security number for verification purposes). You must make the request
2 yourself. If someone else makes the request for you, it will not be valid. You should send your
3 Request for Exclusion to the Administrator by email, fax, or ~~send by~~ regular U.S. mail. **The**
4 **Administrator must ~~be sent~~receive your request to be excluded by <<RESPONSE**
5 **DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact
6 information. If you are an Aggrieved Employee, you will still receive an Individual PAGA
7 Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

19 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
20 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
21 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
22 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
23 **Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
24 object to, why you object, and any facts that support your objection. Make sure you identify the
25 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
26 24STCV28018, and include your name, current address, telephone number, and approximate
27 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
28 Administrator's contact information. You should send your objection to the Administrator by
email, fax, or send by regular U.S. mail.

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 <<FINAL APPROVAL
HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the

1 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
2 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
3 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
4 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
(https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
information.

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

7 **9. HOW CAN I GET MORE INFORMATION?**

8 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
9 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
10 Settlement documents is to go to the Administrator's website at
11 <<~~ADMINISTRATOR'S~~ADMINISTRATOR'S WEBSITE>>. You can also telephone or send an
12 email to Class Counsel or the Administrator using the contact information listed below, or consult
13 the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering
the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment
to personally review court documents in the Clerk's Office at the Spring Street Courthouse by
calling <<CLERK OF COURT'S PHONE NUMBER>>.

14 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 15 **ABOUT THE SETTLEMENT.**

16 Class Counsel:

17 Name of Attorney: David Glenn Spivak
18 Email Address: david@spivaklaw.com
19 Name of Firm: The Spivak Law Firm
20 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
21 Telephone: (213) 725-9094

22 Administrator:

23 Name of Company: Phoenix Class Action Administration
24 Email Address: _____
25 Mailing Address: _____
26 Telephone: _____
27 Fax Number: _____

28 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

1 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
2 as long as you request a replacement before the void date on the face of the original check. If
3 your check is already void you should consult the Unclaimed Property Fund
4 (https://www.sco.ca.gov/search_upd.html) for instructions on
how to retrieve the funds. You can contact the ~~Unclaimed~~ Unclaimed Property Fund at (800)
992-4647.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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EXHIBIT B

1 DAVID GLENN SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

5 PMB 42554

6 West Hollywood, CA 90069

7 Telephone: (213) 725-9094

8 Facsimile: (213) 634-2485

9 Attorneys for Plaintiff(s),

10 MARIA JACQUELINE BATRES, and all others similarly situated

11 (Additional attorneys for parties on following page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and as an
17 “aggrieved employee” on behalf of other
18 “aggrieved employees” under the Labor Code
19 Private Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22 DIMENSION DEVELOPMENT COMPANY,
23 INC., a Louisiana corporation; DR HOTEL
24 EMPLOYEE LEASING LLC, a Delaware
25 limited liability company; DIMENSION
26 DEVELOPMENT TWO, LLC, a Louisiana
27 limited liability company; and DOES 1–50,
28 inclusive,

Defendant(s).

Case No. 24STCV28018

**FIRST AMENDED [PROPOSED]
ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Action filed: October 25, 2024
Dept: SSC-9, Hon. Elaine Lu

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
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PMB 63354
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Facsimile: (562) 256-1006
Attorneys for Plaintiff(s),
MARIA JACQUELINE BATRES, and all others similarly situated

ATTORNEYS FOR DEFENDANT(S)

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Emails: sfarag@bakerlaw.com
npoper@bakerlaw.com
Attorneys for Defendants
DIMENSION DEVELOPMENT COMPANY, INC.,
DR HOTEL EMPLOYEE LEASING, LLC, and
DIMENSION DEVELOPMENT TWO, LLC

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
28

1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.
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1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at _____.m. in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

22 ~~18. To facilitate administration of the settlement pending final approval, the Court~~
23 ~~hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative~~
24 ~~proceedings (including, but not limited to, filing claims with the Division of Labor Standards~~
25 ~~Enforcement of the California Department of Industrial Relations) regarding claims released by~~
26 ~~the Settlement unless and until such Class Members have filed valid Requests for Exclusion with~~
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1 ~~the Administrator and the time for filing valid Requests for Exclusion with the Administrator has~~
2 ~~elapsed. This provision shall not apply to claims not alleged in the Action.~~

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9 19.18. The Court expressly reserves the right to adjourn or continue the Final Approval
10 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
11 prompt notice of any continuance to Class Members who object to the Settlement.
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13 **IT IS SO ORDERED.**
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16 **DATE**

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16 **HON. ELAINE LU**
JUDGE OF THE SUPERIOR COURT

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EXHIBIT 26

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

3 8605 Santa Monica Bl., PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

5 WALTER L. HAINES (SBN 71075)

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6 UNITED EMPLOYEES LAW GROUP

7 8605 Santa Monica Bl., PMB 63354

8 West Hollywood, CA 90069

Telephone: (562) 256-1047

9 Facsimile: (562) 256-1006

10 Attorneys for Plaintiff(s),

11 MARIA JACQUELINE BATRES, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and as an
17 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 DIMENSION DEVELOPMENT COMPANY,
21 INC., a Louisiana corporation; DR HOTEL
22 EMPLOYEE LEASING LLC, a Delaware
23 limited liability company; DIMENSION
24 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

25 *Defendant(s).*

Case No. 24STCV28018

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: October 25, 2024
Dept: SSC-9, The Honorable
Elaine Lu

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
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1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.

1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at _____.m. in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

22 18. To facilitate administration of the settlement pending final approval, the Court
23 hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative
24 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
25 Enforcement of the California Department of Industrial Relations) regarding claims released by
26 the Settlement unless and until such Class Members have filed valid Requests for Exclusion with
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1 the Administrator and the time for filing valid Requests for Exclusion with the Administrator has
2 elapsed. This provision shall not apply to claims not alleged in the Action.

3 19. The Court expressly reserves the right to adjourn or continue the Final Approval
4 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
5 prompt notice of any continuance to Class Members who object to the Settlement.
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7 **IT IS SO ORDERED.**
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10 **DATE**

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	

1		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 Released Claims.
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4	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
5	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
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10	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
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15	You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.
16	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

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

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 become 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.

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

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions except the
9 PAGA penalties. The Court will consider all objections.

10 Based on records, Defendants estimated that, as of the date of the Settlement, (1) there
11 are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there are 66
12 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

13 C. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
16 Members based on their Class Period Workweeks.

17 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
20 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
21 pay employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The
22 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
23 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
24 Individual Class Payments on IRS 1099 Forms.

25 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
26 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
27 are responsible for paying all taxes (including penalties and interest on back taxes) on any
28 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.

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

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

1 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
2 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
3 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
4 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
5 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
6 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
8 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)
9 will not receive Individual Class Payments but will preserve their rights to personally pursue
10 claims against Defendants for violations of California's labor laws.

11 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
12 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
13 Individual PAGA Payments and will release the Released Parties from civil penalties from the
14 Released PAGA Claims (defined below).

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

20 H. Administrator. The Court has appointed a neutral company, Phoenix Settlement
21 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
22 process Class Members' Requests for Exclusion. The Administrator will also decide Class
23 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
24 perform other tasks necessary to administer the Settlement. The Administrator's contact
25 information is contained in Section 9 of this Notice.

26 I. Participating Class Members' Release. After the Judgment is final and Defendants
27 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
28 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, continue to sue, or be part of any other lawsuit against Defendants or
officers, directors, employees, and agents 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 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 and/or theories
of liability that have been or could have been asserted in any of the pleadings that
have been filed in the Action based the facts and theories alleged therein and in
the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid

1 minimum wages, overtime, and/or double time, failure to provide compliant meal
2 breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest
3 break premiums at the regular rate of pay, failure to timely pay all wages owed
4 during and/or upon separation of employment, failure to provide accurate itemized
5 wage statements, failure to maintain accurate employment records, unfair
6 competition under California Business & Professions Code section 17200 *et. seq.*
7 The release shall include release of California Labor Code sections 201, 201.3,
8 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
9 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare
Commission, claims for attorneys' fees and costs, and derivative claims for
statutory penalties. Except as set forth in Section 6.3 of the Agreement,
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 Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
12 claims for civil penalties that could have been sought by the Labor Commissioner for the
13 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

14 The Aggrieved Employees will be bound by the following release:

15 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
16 California, releases Released Parties from all claims and/or theories of liability
17 for civil penalties under PAGA that have been or could have been asserted in any
18 of the pleadings that have been filed in the Action based the facts and theories
19 alleged therein and in the PAGA Notice including, but not limited to, Labor Code
20 sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
21 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the
Industrial Welfare Commission, claims for attorneys' fees and costs, and
derivative claims for civil penalties. Plaintiff does not release the claim for wages
or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

22 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

23 A. Individual Class Payments. The Administrator will calculate Individual Class
24 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
25 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
worked by each individual Participating Class Member.

26 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
27 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
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1 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
2 by each individual Aggrieved Employee.

3 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
4 worked during the Class Period and the number of PAGA Pay Periods you worked during the
5 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
6 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
Administrator's contact information.

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

12 **5. HOW WILL I GET PAID?**

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

16 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
17 single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the
18 Class Settlement (i.e., every Non-Participating Class Member).

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

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

22 Email, fax, or mail a written and signed letter with your name, present address, telephone
23 number, and a simple statement that you do not want to participate in the Settlement. The
24 Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
25 *Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, and include your
26 identifying information (full name, address, telephone number, approximate dates of
employment, and social security number for verification purposes). You must make the request
27 yourself. If someone else makes the request for you, it will not be valid. You should send your
Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The**

1 **Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you
2 are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

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

15 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
16 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
18 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
19 Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you
20 object to, why you object, and any facts that support your objection. Make sure you identify the
21 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
22 24STCV28018, and include your name, current address, telephone number, and approximate
23 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
24 Administrator's contact information. You should send your objection to the Administrator by
25 email, fax, or send by regular U.S. mail.

26 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
27 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
28 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 <<FINAL APPROVAL
HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
Angeles, CA 90012. 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 by <<CourtConnect/CourtCall/MicrosoftTeams>>

(https://www.<<CourtVirtualAppearanceLink>>. 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 <<ADMINISTRATOR 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. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR'S WEBSITE>>. 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.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Phoenix Class Action Administration
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimedx Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

4 To receive your check, you should immediately notify the Administrator if you move or otherwise
5 change your mailing address.
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EXHIBIT 27

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

3 8605 Santa Monica Bl., PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

5 WALTER L. HAINES (SBN 71075)

walter@uelglaw.com

6 UNITED EMPLOYEES LAW GROUP

7 8605 Santa Monica Bl., PMB 63354

8 West Hollywood, CA 90069

Telephone: (562) 256-1047

9 Facsimile: (562) 256-1006

10 Attorneys for Plaintiff(s),

11 MARIA JACQUELINE BATRES, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and as an
17 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 DIMENSION DEVELOPMENT COMPANY,
21 INC., a Louisiana corporation; DR HOTEL
22 EMPLOYEE LEASING LLC, a Delaware
23 limited liability company; DIMENSION
24 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

25 *Defendant(s).*

Case No. 24STCV28018

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: October 25, 2024
Dept: SSC-9, The Honorable
Elaine Lu

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
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1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.
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1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at _____.m. in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

22 18. To facilitate administration of the settlement pending final approval, the Court
23 hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative
24 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
25 Enforcement of the California Department of Industrial Relations) regarding claims released by
26 the Settlement unless and until such Class Members have filed valid Requests for Exclusion with
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1 the Administrator and the time for filing valid Requests for Exclusion with the Administrator has
2 elapsed. This provision shall not apply to claims not alleged in the Action.

3 19. The Court expressly reserves the right to adjourn or continue the Final Approval
4 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
5 prompt notice of any continuance to Class Members who object to the Settlement.
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7 **IT IS SO ORDERED.**
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10 **DATE**

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	

1	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 Released Claims.
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4	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement
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7	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>
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10	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing
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13	You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods
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16	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>
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19	WHAT IS THE ACTION ABOUT?
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22	Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)
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28	<i>Batres v. Dimension Development Company, Inc., et al.</i>

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

3 **2. WHAT DOES IT MEAN THAT THE ACTION** 4 **HAS SETTLED?**

5 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
6 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
7 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
8 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
9 written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a
10 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
11 negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree
12 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
13 do not admit any wrongdoing or concede the merit of any claims.

14 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
15 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
16 considering the strength of the claims and the risks and uncertainties of continued litigation; and
17 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
18 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
19 Notice, and scheduled a hearing to determine Final Approval.

20 **3. WHAT ARE THE IMPORTANT TERMS OF THE** 21 **PROPOSED SETTLEMENT?**

22 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the
23 Gross Settlement Amount. Defendants have agreed to deposit the Gross
24 Settlement Amount into an account controlled by the Administrator of the
25 Settlement. The Administrator will use the Gross Settlement Amount to pay the
26 Individual Class Payments, Individual PAGA Payments, Class Representative
27 Service Payment, Class Counsel's attorney's fees and expenses, the
28 Administrator's expenses, and penalties to be paid to the California Labor and
Workforce Development Agency ("LWDA"). Assuming the Court grants Final
Approval, Defendants will fund the Gross Settlement Amount not more than 14
days after the Judgment entered by the Court become 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.

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

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement to Class Counsel for attorneys' fees and up to \$17,500.00 for their litigation expenses.

To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3. Administration Expenses. Up to \$12,000.00 to the Administrator for services administering the Settlement.

4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

Based on records, Defendants estimated that, as of the date of the Settlement, (1) there are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there are 66 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

C. 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") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will

1 show the date when the check expires (the void date). If you don't cash it by the
2 void date, your check will be automatically cancelled, and the monies will be
3 deposited with the California Controller's Unclaimed Property Fund
(https://www.sco.ca.gov/search_upd.html) in your name.

4 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
5 should consult the rules of the Fund for instructions on how to retrieve your money. You can
6 contact the Unclaimed Property Fund at (800) 992-4647.

6 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You
7 will be treated as a Participating Class Member, participating fully in the Class
8 Settlement, unless you notify the Administrator in writing, not later than
9 <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to
10 notify the Administrator is to email, fax, or mail a written and signed Request for
11 Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The
12 Request for Exclusion should be a letter from a Class Member or his/her
13 representative setting forth a Class Member's name, present address, telephone
14 number, and a simple statement electing to be excluded from the Settlement.
15 Excluded Class Members (i.e., Non-Participating Class Members) will not
16 receive Individual Class Payments but will preserve their rights to personally
17 pursue claims against Defendants for violations of California's labor laws.

14 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
15 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
16 Individual PAGA Payments and will release the Released Parties from civil penalties from the
17 Released PAGA Claims (defined below).

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

20 H. Administrator. The Court has appointed a neutral company,
21 Phoenix Settlement Administrators (the "Administrator") to send this Notice,
22 calculate and make payments, and process Class Members' Requests for
23 Exclusion. The Administrator will also decide Class Member Challenges over
24 Workweeks, mail and re-mail settlement checks and tax forms, and perform other
25 tasks necessary to administer the Settlement. The Administrator's contact
26 information is contained in Section 9 of this Notice.

25 I. Participating Class Members' Release. After the Judgment is final
26 and Defendants have fully funded the Gross Settlement (and separately paid all
27 employer payroll taxes), Participating Class Members will be legally barred from
28 asserting any of the claims released under the Settlement. This means that unless

1 you opted out by validly excluding yourself from the Class Settlement, you
2 cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
3 officers, directors, employees, and agents for wages based on the Class Period
4 facts and PAGA penalties based on PAGA Period facts, as alleged in the Action
5 and resolved by this Settlement.

6
7 The Participating Class Members will be bound by the following release:

8 All Participating Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, release Released Parties from all claims and/or theories
11 of liability that have been or could have been asserted in any of the pleadings that
12 have been filed in the Action based the facts and theories alleged therein and in
13 the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid
14 minimum wages, overtime, and/or double time, failure to provide compliant meal
15 breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest
16 break premiums at the regular rate of pay, failure to timely pay all wages owed
17 during and/or upon separation of employment, failure to provide accurate itemized
18 wage statements, failure to maintain accurate employment records, unfair
19 competition under California Business & Professions Code section 17200 *et. seq.*
20 The release shall include release of California Labor Code sections 201, 201.3,
21 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
22 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare
23 Commission, claims for attorneys' fees and costs, and derivative claims for
24 statutory penalties. Except as set forth in Section 6.3 of the Agreement,
25 Participating Class Members do not release any other claims, including claims for
26 vested benefits, wrongful termination, violation of the Fair Employment and
27 Housing Act, unemployment insurance, disability, social security, workers'
28 compensation, or claims based on facts occurring outside the Class Period.

29 J. The PAGA Release. After the Court's judgment is final, and
30 Defendants have paid the Gross Settlement (and separately paid the employer-
31 side payroll taxes), Plaintiff releases all claims for civil penalties that could
32 have been sought by the Labor Commissioner for the violations identified in
33 Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
34 wages or damages of any Aggrieved Employee unless such Aggrieved Employee
35 is a Participating Class Member.

36 The Aggrieved Employees will be bound by the following release:

37 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
38 California, releases Released Parties from all claims and/or theories of liability
39 for civil penalties under PAGA that have been or could have been asserted in any
40 of the pleadings that have been filed in the Action based the facts and theories
41 alleged therein and in the PAGA Notice including, but not limited to, Labor Code
42 sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,

1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for civil penalties. Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked by all Participating Class Members, and (b) multiplying the result by the number of Workweek worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Email, fax, or mail 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 be excluded. Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, 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. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

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 Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, 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, 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 Plaintiff is 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 and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Settlement, 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 <<RESPONSE DEADLINE>>.** 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, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no. 24STCV28018, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

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 <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. 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 by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). 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 <<ADMINISTRATOR 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. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<ADMINISTRATOR'S WEBSITE>>. 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.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554

1 West Hollywood, CA 90069
2 Telephone: (213) 725-9094

3 Administrator:

4 Name of Company: Phoenix Class Action Administration
5 Email Address: _____
6 Mailing Address: _____
7 Telephone: _____
8 Fax Number: _____

9 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

10 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
11 as long as you request a replacement before the void date on the face of the original check. If
12 your check is already void you should consult the Unclaimed Property Fund
13 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
14 contact the Unclaimedx Property Fund at (800) 992-4647.

15 **11. WHAT IF I CHANGE MY ADDRESS?**

16 To receive your check, you should immediately notify the Administrator if you move or otherwise
17 change your mailing address.
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EXHIBIT 28

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 THE SPIVAK LAW FIRM

3 8605 Santa Monica Bl., PMB 42554

West Hollywood, CA 90069

4 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

5 WALTER L. HAINES (SBN 71075)

walter@uelglaw.com

6 UNITED EMPLOYEES LAW GROUP

7 8605 Santa Monica Bl., PMB 63354

8 West Hollywood, CA 90069

Telephone: (562) 256-1047

9 Facsimile: (562) 256-1006

10 Attorneys for Plaintiff(s),

11 MARIA JACQUELINE BATRES, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and as an
17 “aggrieved employee” on behalf of other
18 “aggrieved employees” under the Labor Code
19 Private Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 DIMENSION DEVELOPMENT COMPANY,
21 INC., a Louisiana corporation; DR HOTEL
22 EMPLOYEE LEASING LLC, a Delaware
23 limited liability company; DIMENSION
24 DEVELOPMENT TWO, LLC, a Louisiana
25 limited liability company; and DOES 1–50,
26 inclusive,

25 *Defendant(s).*

Case No. 24STCV28018

**[FIRST AMENDED PROPOSED]
ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Action filed: October 25, 2024
Dept: SSC-9, The Honorable
Elaine Lu

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
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1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

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

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

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

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.
27
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1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on _____ at
8 _____ .m. in Department SSC-9 of the Superior Court for the State of California,
9 County of Los Angeles, located at the Spring Street Courthouse, 312 North Spring Street, Los
10 Angeles, CA 90012 to consider the fairness, adequacy and reasonableness of the proposed
11 Settlement preliminarily approved by this Preliminary Approval Order, and to consider the
12 application of Class Counsel for attorneys' fees and costs and the Class Representative Service
13 Payment to the Class Representative. The notice of motion and all briefs and materials in support
14 of the motion for final approval of class action settlement and motion for attorneys' fees and
15 litigation costs shall be served and filed with this Court ~~on or before~~ _____ at least sixteen (16)
16 Court days before the Final Approval Hearing. Plaintiff's counsel must give notice to any
17 objecting party of any continuance of the hearing of the motion for final approval.

18 17. If for any reason the Court does not execute and file a Final Approval Order and
19 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
20 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
21 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
22 litigation, as more specifically set forth in the Agreement.

23 18. To facilitate administration of the settlement pending final approval, the Court
24 hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative
25 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
26 Enforcement of the California Department of Industrial Relations) regarding claims released by
27 the Settlement unless and until such Class Members have filed valid Requests for Exclusion with
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1 the Administrator and the time for filing valid Requests for Exclusion with the Administrator has
2 elapsed. This provision shall not apply to claims not alleged in the Action.

3 19. The Court expressly reserves the right to adjourn or continue the Final Approval
4 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
5 prompt notice of any continuance to Class Members who object to the Settlement.
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7 **IT IS SO ORDERED.**
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10 **DATE**

~~HON.~~HONORABLE ELAINE LU
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. 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 individual [paymentspayment](#) amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay

Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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 any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but ~~not~~Not the PAGA Settlement	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

The Opt-out Deadline is <<RESPONSE DEADLINE>>	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 Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDateFinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action:

1 David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law
2 Group (“Class Counsel.”)

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

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

6 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
7 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
8 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
9 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
10 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
11 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
12 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
13 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
14 do not admit any wrongdoing or concede the merit of any claims.

15 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
16 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
17 considering the strength of the claims and the risks and uncertainties of continued litigation; and
18 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
19 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
20 Notice, and scheduled a hearing to determine Final Approval.

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

22 ~~A.~~ A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
23 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
24 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
25 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
26 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
27 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
28 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
29 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
30 ~~become~~becomes final. The Judgment will be final on the date the Court enters Judgment, or a
31 later date if Participating Class Members object to the proposed Settlement or the Judgment is
32 appealed.

33 ~~B.A.~~ B.A. Court Approved Deductions from Gross Settlement. At the Final Approval
34 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
35 from the Gross Settlement Amount, the amounts of which will be decided by the Court at the
36 Final Approval Hearing:

1 1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
2 Settlement) to Class Counsel for attorneys' fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

3 2. Class Representative Service Award. Up to \$5,000.00 as a Class
4 Representative Service Award for filing the Action, working with Class Counsel and representing
the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
5 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

6 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
7 services administering the Settlement.

8 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
9 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Pay Periods.

10 Participating Class Members have the right to object to any of these deductions except the
11 PAGA penalties. The Court will consider all objections.

12 Based on Defendants' records, Defendants estimated that, as of the date of the
13 Settlement, (1) there are 106 Class Members and 6,204 total Workweeks during the Class Period
and (2) there are 66 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA
14 Period.

15 ~~C.B.~~ Net Settlement Distributed to Class Members. After making the above deductions
16 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Workweeks.

17 ~~D.C.~~ Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion~~7~~"). The Wage
19 Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will
separately pay employer payroll taxes they owe on the Wage Portion of Individual Class
20 Payments. The Individual PAGA Payments are counted as penalties rather than wages for tax
purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage
21 Portions of the Individual Class Payments on IRS 1099 Forms.
22

23 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
24 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
25 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.

26 ~~E.D.~~ Need to Promptly Cash Payment Checks. The front of every check issued
27 for Individual Class Payments and Individual PAGA Payments will show the date when the check
28

1 expires (the void date). If you don't cash it by the void date, your check will be automatically
2 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

3 If the ~~monies~~money represented by your check is sent to the Controller's Unclaimed Property
4 Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
5 You can contact the Unclaimed Property Fund at (800) 992-4647.

6 F.E. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be
7 treated as a Participating Class Member, participating fully in the Class Settlement, unless you
8 notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish
9 to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and
10 signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The
11 Request for Exclusion should be a letter from a Class Member or his/her representative setting
forth ~~athe~~ Class Member's name, present address, telephone number, and a simple statement
electing 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 claims against Defendants for violations of California's labor laws.

12 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
13 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
14 Individual PAGA Payments and will release the Released Parties from civil penalties from the
Released PAGA Claims (defined below).

15 G.F. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
16 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
17 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.

18 H.G. Administrator. The Court has appointed a neutral company, Phoenix Settlement
19 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
20 process Class Members' Requests for Exclusion. The Administrator will also decide Class
21 Member Challenges over Workweeks, 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.

22 I.H. Participating Class Members' Release. After the Judgment is final and
23 Defendants have fully funded the Gross Settlement (and separately paid all employer payroll
24 taxes), Participating Class Members will be legally barred from asserting any of the claims
25 released under the Settlement. This means that unless you ~~opted-out-by~~ validly ~~excluding~~excluded
26 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
27 against Defendants or ~~their~~ officers, directors, employees, and agents for wages based on the Class
28 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and
resolved by this Settlement.

The Participating Class Members 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 and/or theories of liability that have been or ~~could have been asserted in any of the pleadings that have been filed in the Action based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid minimum wages, overtime, and/or double time, failure to provide compliant meal breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest break premiums at the regular rate of pay, failure to timely pay all wages owed during and/or upon separation of employment, failure to provide accurate itemized wage statements, failure to maintain accurate employment records, unfair competition under California Business & Professions Code section 17200 et. seq. The release shall include release of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for statutory penalties. Except as set forth in Section 6.3 of the Agreement, reasonably could have been asserted in the Operative Complaint.~~ 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 Period.

J.I. The PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

The Aggrieved Employees will be bound by the following release:

Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, releases Released Parties from all claims and/or theories of liability for civil penalties under PAGA that have been or ~~could have been asserted in any of the pleadings that have been filed in the Action based the facts and theories alleged therein and in the PAGA Notice including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare Commission, claims for attorneys' fees and costs, and derivative claims for civil penalties reasonably could have been asserted in the Operative Complaint or the PAGA Notice.~~ Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1 A. Individual Class Payments. The Administrator will calculate Individual Class
2 Payments by (a) dividing the Net Settlement Amount by the total number of
3 ~~Workweek~~Workweeks worked by all Participating Class Members, and (b) multiplying the result
by the number of ~~Workweek~~Workweeks worked by each individual Participating Class Member.

4 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
5 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
6 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
by each individual Aggrieved Employee.

7 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
8 worked during the Class Period and the number of PAGA Pay Periods you worked during the
PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
9 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
10 the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
Administrator's contact information.

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

16 **5. HOW WILL I GET PAID?**

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

20 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
21 single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the
22 Class Settlement (i.e., every Non-Participating Class Member).

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

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

26 Email, fax, or mail a written and signed letter with your name, present address, telephone
27 number, and a simple statement that you do not want to participate in the Settlement. The
28

1 Administrator will exclude you based on any writing communicating your request be excluded.
2 Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
3 *Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, and include your
4 identifying information (full name, address, telephone number, approximate dates of
5 employment, and social security number for verification purposes). You must make the request
6 yourself. If someone else makes the request for you, it will not be valid. You should send your
7 Request for Exclusion to the Administrator by email, fax, or ~~send by~~ regular U.S. mail. **The
8 Administrator must ~~be sent~~receive your request to be excluded by <<RESPONSE
9 DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact
10 information. If you are an Aggrieved Employee, you will still receive an Individual PAGA
11 Payment.

12 7. HOW DO I OBJECT TO THE SETTLEMENT?

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

24 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
25 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
26 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
27 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
28 Administrator is <<RESPONSE DEADLINE>>.** 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, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
24STCV28018, and include your name, current address, telephone number, and approximate
dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
Administrator's contact information. You should send your objection to the Administrator by
email, fax, or send by regular U.S. mail.

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?

1 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
2 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
3 Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
4 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
5 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
6 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
7 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
8 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
9 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
10 information.

11 It's possible the Court will reschedule the Final Approval Hearing. You should check the
12 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
13 to verify the date and time of the Final Approval Hearing.

14 **9. HOW CAN I GET MORE INFORMATION?**

15 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
16 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
17 Settlement documents is to go to the Administrator's website at
18 <<~~ADMINISTRATOR'S~~ADMINISTRATOR'S WEBSITE>>. You can also telephone or send an
19 email to Class Counsel or the Administrator using the contact information listed below, or consult
20 the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering
21 the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment
22 to personally review court documents in the Clerk's Office at the Spring Street Courthouse by
23 calling <<CLERK OF COURT'S PHONE NUMBER>>.

24 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION 25 ABOUT THE SETTLEMENT.**

26 Class Counsel:

27 Name of Attorney: David Glenn Spivak
28 Email Address: david@spivaklaw.com
29 Name of Firm: The Spivak Law Firm
30 Mailing Address: 8605 Santa Monica Bl
31 PMB 42554
32 West Hollywood, CA 90069
33 Telephone: (213) 725-9094

34 Administrator:

35 Name of Company: Phoenix Class Action Administration
36 Email Address: _____
37 Mailing Address: _____
38 Telephone: _____

1 Fax Number: _____

2 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

3 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
4 as long as you request a replacement before the void date on the face of the original check. If
5 your check is already void you should consult the Unclaimed Property Fund
6 (https://www.sco.ca.gov/search_upd.html~~https://www.sco.ca.gov/search_upd.html~~) for instructions on
how to retrieve the funds. You can contact the ~~Unclaimed~~Unclaimed Property Fund at (800)
992-4647.

7 **11. WHAT IF I CHANGE MY ADDRESS?**

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

EXHIBIT 29