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Attorneys for Plaintiff Karla Godinez,
individually, and on behalf of all other
similarly situated employees

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

KARLA GODINEZ, as an individual
and on behalf of other similarly
situated employees,

Plaintiff,

v.

MERRITT HOSPITALITY, LLC, a
Delaware limited liability company,
and DOES 1-50, inclusive,

Defendant.

Case No.: 8:20-cv-00941-JWH-KES

*Assigned for all purposes to the
Honorable John W. Holcomb &
Magistrate Judge Karen E. Scott*

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 19, 2024

Time: 9:00 a.m.

Place: Courtroom 9D

Action Filed: January 29, 2020
(Orange County Superior Court, Case
No. 30-2020-01127848-CU-OE-CXC)
Trial Date: None

1 **DECLARATION OF ARMOND M. JACKSON**

2 I, Armond M. Jackson, hereby declare as follows:

3 1. I am an attorney licensed to practice law before all courts of the State
4 of California. I am an attorney for Jackson Law, APC, attorney of record for
5 Plaintiff Karla Godinez (referred to herein as “Plaintiff”). Unless indicated
6 otherwise, I have personal knowledge of the following facts and if called as a
7 witness, I could and would testify competently to them. I make this declaration in
8 support of the Motion for Final Approval of the Class Action Settlement.

9 **OVERVIEW OF THE LITIGATION**

10 2. Plaintiff filed this class action on January 29, 2020, in the Superior
11 Court of the State of California, County of Orange, Case No. 30-2020-01127848-
12 CU-OE-CXC. On May 21, 2020, Defendant removed the action to this District.

13 **THE PARTIES CONDUCTED A THOROUGH INVESTIGATION OF THE**
14 **FACTUAL AND LEGAL ISSUES**

15 3. The Settlement is the product of informed negotiations following
16 extensive investigation by Plaintiff’s Counsel. During this matter’s pendency,
17 Plaintiff’s Counsel thoroughly investigated and researched the claims in
18 controversy, their defenses, and the developing body of law. The investigation
19 entailed the exchange of information pursuant to formal and informal discovery
20 methods, including interrogatories and document requests. In the course of written
21 discovery, Plaintiff’s Counsel received and analyzed several thousand pages of
22 documents, including Defendant’s written policies regarding the claims at issue.

23 4. Overall, Plaintiff’s Counsel performed an exhaustive investigation
24 into the claims at issue, which included: (1) determining Plaintiff Godinez’s
25 suitability as a putative class representative through interviews, background
26 investigations, and analyses of her employment files and related records; (2)
27 evaluating all of Plaintiff’s potential claims; (3) researching similar wage and hour
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1 class actions as to the claims brought, the nature of the positions, and the type of
2 employer; (4) analyzing Defendant's labor policies and practices; (5) researching
3 settlements in similar cases; (6) conducting a discounted valuation analysis of
4 claims; (7) drafting the mediation brief; (8) participating in the mediation; and (9)
5 finalizing the Settlement Agreement. The extensive document and data exchanges
6 have allowed Plaintiff's Counsel to appreciate the strengths and weaknesses of the
7 claims alleged against Defendant and the benefits of the proposed Settlement.

8 **THE PARTIES SETTLED AT THE CONCLUSION OF MEDIATION**

9 5. On September 2, 2021, the Parties appeared before mediator Mark
10 Rudy, Esq. At the end of this September 2, 2021 mediation, Mediator Rudy
11 initiated a mediator's proposal that was considered by the parties and finally
12 accepted on September 28, 2021. The Parties then worked out the terms of the
13 settlement and the Class Action Settlement Agreement. A true and correct copy of
14 the operative fully executed Stipulation for Class Action Settlement is attached
15 hereto as **Exhibit A**.

16 **THE RELIEF PROVIDED BY THE SETTLEMENT IS FAIR AND**
17 **REASONABLE**

18 6. Throughout the litigation, my office performed a thorough
19 investigation into the claims at issue, which included: (1) determining Plaintiff's
20 suitability as a class representative, private attorney general through interviews,
21 background investigations, and analysis of her employment files and related
22 records; (2) evaluating all of Plaintiff's potential representative claims; (3)
23 researching similar class claims and PAGA actions as to the claims brought, the
24 nature of the positions, and the type of employer; (4) analyzing a sample of
25 employees' time and wage records; (5) reviewing Defendant's employment
26 policies and practices; (6) researching settlements in similar cases; (7) evaluating
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1 Plaintiff's claims and estimating Defendant's liability for purposes of settlement;
2 (8) drafting the mediation brief; and (9) participating in the mediation.

3 7. By engaging in such a thorough investigation and evaluation of
4 Plaintiff's claims, I can opine that the Settlement, for the consideration and on the
5 terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is
6 in the best interests of the LWDA in light of all known facts and circumstances,
7 including the risk of significant delay and uncertainty associated with litigation,
8 and various defenses asserted by Defendant. Based upon review of the payroll
9 documents, below is the analysis of the alleged Labor Code violations segmented
10 byway of factual predicates to support Labor Code violations.

11 8. Counsel for both Plaintiff and Defendant (collectively referred to
12 herein as the "Parties") engaged in significant discovery. Counsel for Plaintiff
13 obtained thousands of excel data points and/or documents reflecting the class
14 members time data records, pay records, wage and hour policies, wage statements,
15 clock-in and clock-out data, payroll records and payroll data. As part of this
16 analysis, the method of calculation for the damages for class members comprised
17 of creating a data rubric, retaining an expert, developing an expert report,
18 reviewing the data and reviewing the time records and extrapolating the records to
19 the class members.

20 **Overtime and Minimum Wage Claims**

21 9. The underlying premise supporting the overtime and minimum wage
22 claims was based upon on-call meal breaks during unpaid meal breaks. During the
23 investigation, there was a dispute as to whether radio devices or other devices were
24 required to be left on during the meal break. Plaintiff estimates 119,853 hours were
25 not paid when multiplied by an average hourly rate of \$15.85. Given this issue, a
26 reasonable range of exposure for this claim amounts to \$1,899,667.57. This claim
27 was presented without discounts but when applying a 50% discount to account for
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litigation risks, this claim with discounts is valued at \$949,833.79. Moreover, taking into consideration Defendant's evaluation, this modified evaluation must be considered $(\$949,833.79 + \$31,700 \text{ (Defendant's exposure)})/2 = \$490,766.90$.

Meal Break Claims

10. Plaintiff's premise based upon this claim was that class members would either get short, late or no meal breaks and/or work through their meal breaks in violation of California Labor Code section 226.7. Based upon evaluation of the payroll records, it was determined that there was approximately \$1,796,023 in damages for meal break violations after analyzing 177,853 shifts. Defendant denies these allegations and attests to paying over \$870,000 in meal break premiums and accessed potential exposure at approximately \$217,000. After incorporating premium wages paid, Plaintiff's exposure analysis results in \$926,023. Applying risk factors including the uncertainty of class certification and trial, a reasonable range for this claim amounts to $(\$926,023 + \$217,000)/2 = \$571,511.50$ applying a 50% discount given that meal breaks are tracked and recorded.

Rest Break Claims

11. Plaintiff alleged itself, aggrieved employees and class members were not able to take all entitled 10-minute duty-free rest breaks pursuant to California Labor Code sections 226.7. (See Cal. Lab. Code sections 226.7.) Plaintiff's rest break claim is based upon Defendant maintaining a pattern and practice of making it too difficult to take all entitled 10-minute rest breaks. Rest breaks are not recorded making it difficult to demonstrate a pattern or practice to achieve class certification. The rest break claims at 100% of the violation rate would amount to \$22,913,787 according to Plaintiff's expert evaluation. Without documented violations, Plaintiff would have significant obstacles in proving this claim. Given the obstacles, Plaintiff applied a 90% discount to this claim amounting amount to \$2,291,378. Plaintiff believes this evaluation is the realistic exposure for purposes

of litigation for this claim given the difficulties associated with litigating rest break claims. Moreover, taking into consideration Defendant's evaluation, this modified evaluation must be considered $(\$2,291,378 + \$217,000 \text{ (Defendant's exposure)})/2 = \$1,254,689$.

Unpaid Wages Upon Termination Claims

12. Plaintiff alleged itself, aggrieved employees and class members were not compensated all wages due upon termination pursuant to California Labor Code sections 203. (See Cal. Lab. Code sections 203.) Defendants would owe 30 days of average daily wages (inclusive of overtime) at the time of separation if employees did not receive all wages owed at the time pursuant to Labor Code sec. 201-203, and if defendant's failure to pay wages was willful. It was determined that approximately 2,268 class members were terminated, resigned or quit and entitled to waiting time penalties. As a result, the total exposure would amount to \$9,330,271. (Assumed 2,268 employees ending employment during relevant time period $\times \$17.14/\text{hour} \times 8 \text{ hours/day} \times 30 \text{ days} = \$9,330,271$) Applying risk factors including the uncertainty of class certification and trial, a reasonable estimate for this claim amounts to \$2,332,411.20 given the uncertainty with the underlying unpaid meal break claims and failure to pay regular overtime rate claims applying a 75% discount given class certification standards and potential trial outcomes. Moreover, taking into consideration the 94% meal break violation compliance rates Defendant alleged, the difficulty of proving rest break claims and class members worked less than 8-hour days, the lowered hourly average rate at \$15.85 and incorporating Defendant's evaluation, this modified evaluation must be considered $(230 \text{ former employees} \times \$15.85 \text{ average rate} \times 6 \text{ hours/day} \times 30 \text{ days} = \$656,190$ equating to \$1,494,300.60 $(\$2,332,411.20 + \$656,190/2)$. This would be the more reasonable evaluation for purposes of litigation given it incorporates Defendant's positions.

Wage Statements Claims

13. Plaintiff alleged itself, aggrieved employees and class members were not provided with accurate, itemized wages statements pursuant to California Labor Code sections 226(a). (See Cal. Lab. Code sections 226(a).) Labor Code section 226(a) requires that each payment of wages be accompanied by a wage statement, a paystub, that contains, among other things, in other words of the statute, “accurate” statement of the “gross wages earned” and “total hours worked.” Given bi-weekly pay periods, and assuming that each employee experienced at least one violation per pay period (during the relevant six-month time period of the purported minimum wage and overtime violations) each pay period during the year prior to the filing of the case. This claim is derivative as Plaintiff would have to prevail on the underlying claims and establish that wages are owed in order to trigger wage statement penalties under Lab. Code. Sec. 226. Significantly, Lab Code sec. 226 requires that any omissions from wage statements be “knowing and intentional” to trigger penalties and even if Plaintiff can establish that missing information should have been included, the disputed nature of the claims will potentially be a hurdle in establishing intent. Between the relevant time period and mediation, there were a total of approximately 43,150 pay periods equating to \$4,315,047 in maximum exposure. Taking into consideration the risk factors including the uncertainty of class certification and trial, a reasonable range for this amount is \$1,078,761 applying a 75% discount given the derivative nature of the wage statement claim. Moreover, taking into consideration the 94% meal break violation compliance rates to support wage statement violations, the difficulty of proving rest break claims and incorporating Defendant’s evaluation, this modified evaluation must be considered $(\$1,078,761 + \$137,600 \text{ (Defendant’s exposure)}) / 2 = \$608,180.50$. This would be the more reasonable evaluation for purposes of litigation given it incorporates Defendant’s positions.

1 **Failure to Reimburse Claims**

2 14. Plaintiff alleged itself, aggrieved employees and class members were
3 subjected to failure to reimburse business expense claims for cell phone usage.
4 (See Cal. Lab. Code 2802.) This claim amounted to \$1,686,725 in potential
5 exposure based upon the assumption of a 100% violation rate for all class
6 members. Given the risks of uncertainty related to the violation rate, this claim was
7 discounted by 50% to \$843,362.50. Defendant assigned a value of \$84,336.25.
8 Moreover, taking into consideration Defendant's evaluation, this modified
9 evaluation must be considered $(\$843,362.50 + \$84,336.25 \text{ (Defendant's}$
10 $\text{exposure})/2 = \$463,849.38.$

11 **Unlawful Business Practices Claims**

12 15. Plaintiff alleged itself, aggrieved employees and class members were
13 subjected to unlawful business practices for the alleged labor code violations of
14 Defendant. (See Cal. Bus. and Prof. Code section 17200.) This claim is derivative
15 and the purpose of this claim was to extend any statute of limitations claims for the
16 wage and hour claims and the value of this claim is incorporated into the value of
17 the wage and hour claims.

18 **Private Attorney General Act Claims**

19 16. PAGA adds penalties of at least \$100 for each aggrieved employee per
20 pay period in which a Labor Code violation exists. Despite a shorter limitations
21 period than for the asserted class claims, PAGA penalties can be significant. To be
22 able to collect PAGA penalties, Plaintiff would have to prevail on the merits of the
23 underlying claims and weaknesses there, as elaborated above, would limit recovery
24 under PAGA. Moreover, the trial court has discretion in reducing civil penalty
25 "amount based on facts and circumstances of a particular case, to do otherwise,
26 would result in an award that is unjust, arbitrary or oppressive, or confiscatory."
27 Cal. Lab. Code Sec. 2699(e)(2). In light of the foregoing, and even factoring in the
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1 potential advantage for Plaintiff of not having to seek certification of PAGA
2 claims, the value of this claim is not expected to exceed \$863,009.50 due to the
3 wage and hour class claims to be considered duplicative, 75% of which would be
4 payable to the State.

5 **QUALIFICATIONS AND EXPERIENCE**

6 17. I have been a California licensed attorney since November 2011. I
7 began my career in law while still in law school when I served as a law clerk for
8 the Pedersen Law & Dispute and Resolution Corporation (“PLDRC”) handling
9 employment related litigation matters. While clerking for PLDRC I analyzed and
10 organized discovery documents and researched employment litigation issues such
11 as Sexual Harassment, Race Discrimination and Wrongful Termination. I worked
12 as an associate attorney at Pedersen McQueen between March 2013 through
13 January 2017 almost exclusively engaging in employment matters representing
14 employees. I have litigated several wage and hour cases to trial and currently
15 litigating or have litigated cases valued in the six and seven figure dollar range,
16 including representative actions. I had primary responsibility for approximately 20
17 litigation matters on average throughout my employment at PLDRC and Pedersen
18 McQueen and Pedersen Law. I regularly practiced in state court and sometimes
19 federal court. As an associate, my responsibilities included carrying primary case
20 responsibility which includes tasks like taking depositions, conducting damages
21 analysis, analyzing discovery documents, conducting client intake, developing
22 discovery and litigation strategies, participating in mediations and arbitrations,
23 engaging in settlement negotiations, trial preparation and trial work, as well as
24 other responsibilities that commonly coincide with managing cases from start to
25 finish. I have been a member of local bar associations, including the Orange
26 County Bar Association, as well as the State Bar of California and American Bar
27 Association and served in a number of leadership roles at all levels. Most notably, I
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served as a Committee Member of the Orange County Bar Association Young Lawyers' Education Committee and Social Committee.

18. In January 2017, I officially started my own practice Jackson Law, APC. Throughout my career, I have currently litigated approximately 100 Private Attorney General Act cases and/or class action cases to resolution by way of settlement or trial. Over the course of my career, I have litigated above 150 employment cases, including wage and hour representative actions to resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests of the Class Members because (1) of the monetary benefits to the Class Members and (2) avoiding the risk, delay, and uncertainty of continued litigation.

19. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney General Act notice.

20. To date, the California Labor and Workforce Development Agency has not responded.

21. Jackson Law, APC advanced 100% of all costs for this matter.

22. Plaintiff has been certified by the United States District Court, Central District of California, Hon. Josephine L. Staton in *Chacon v. Express Fashion*, Case No. 8:19-cv-00564-JLS-DFM. Plaintiff has been appointed class counsel in several other state courts including, *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015; *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court, Case No. 37-2017-00003415-CU-OE-CTL; *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case No. 30-2017-00899277-CU-OE-CXC; *Santisteban v. Rod Fraser Enterprises, Inc. et al.*, Orange County Superior Court; *Ajin v. Lymi, Inc.*, Los Angeles County Superior

1 Court, Case No. BC696168; *Taylor v. G.I. Trucking Company dba Estes West et*
2 *al*, Los Angeles Superior Court, Case No. BC722778.

3 23. Below is a list of prior wage and hour representative actions on which
4 I have served as lead or co-counsel.

5 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

6 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego
7 Superior Court, Case No. 37-2017-00003415-CU-OE-CTL

8 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-
9 000077437-CU-WT-CLT

10 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County
11 Superior Court, Case No. 30-2017-00899277-CU-OE-CXC

12 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles
13 Superior Court, Case No. BC697241

14 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino
15 Superior Court, Case No. CIVDS1610431

16 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County
17 Superior Court, Case No. 30-2017-00899290-CU-OE-CXC

18 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior
19 Court, Case No. 30-2016-00895669-CU-OE-CXC

20 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior
21 Court, Case No. BC609306

22 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los
23 Angeles County Superior Court, Case No. BC691018

24 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County
25 Superior Court, Case No. BC715217

26 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior
27 Court, Case No. 30-2016-00854699-CU-OE-CXC
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1 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
2 Case No. 30-2018-00989673-CU-OE-CXC
3 14. *Martinez v. Habit Restaurants, LLC, The et al*, Orange County Superior
4 Court, Case No. 30-2016-00840385-CU-OE-CJC
5 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
6 Case No. 30-2018-00978231-CU-WT-CJC
7 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County
8 Superior Court, Case No. 30-2017-00900653-CU-OE-CJC
9 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior
10 Court, Case No. BC635918
11 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los
12 Angeles Superior Court, Case No. BC674131
13 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County
14 Superior Court, Case No. 30-2016-00840321-CU-OE-CJC
15 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court,
16 Case No. BC617880
17 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior
18 Court, Case No. 30-2016-00840386-CU-OE-CJC
19 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court,
20 Case No. 30-2015-00795449-CU-OE-CJC
21 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
22 Case No. 30-2018-00979111-CU-OE-CXC
23 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior
24 Court, Case No. 30-2017-00900648-CU-OE-CXC
25 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior
26 Court, Case No. 8:19-cv-00564
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1 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County
2 Superior Court, Case No. 30-2017-00926015-CU-OE-CXC
3 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
4 Case No. 30-2016-00877489-CU-OE-CXC
5 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
6 Case No. 30-2018-00978815-CU-OE-CXC
7 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior
8 Court, Case No. BC653817
9 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange
10 County Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
11 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County
12 Superior Court, Case No. 30-2017-00904202-CU-OE-CXC
13 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County
14 Superior Court, Case No. 30-2018-00966582-CU-WT-CXC
15 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No.
16 BC696168
17 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
18 Case No. BC710735
19 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County
20 Superior Court, Case No. 30-2015-00795457-CU-OE-CJC
21 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
22 Case No. BC710736
23 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior
24 Court, Case No. 30-2018-00981299-CU-OE-CXC
25 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles
26 Superior Court, Case No. BC722778
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39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No. 30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court, Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court, Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California, Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-OE-CJC

44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court, Case No. BC646999

24. The other attorneys and staff whom worked on this matter are comprised of Andrea M. Fernandez-Jackson whom is an 8-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony S. Filer, Jr. also worked on this matter whom is a 2-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable.

25. On December 22, 2023, my office submitted a true and correct copy of the moving papers filed concurrently herewith to the California Labor and Workforce Development Agency. A true and correct copy of the confirmation of the submission of the operative fully executed Stipulation for Class Action

1 Settlement submitted to the California Labor and Workforce Development Agency
2 is attached hereto as **Exhibit C**.

3 26. To date, the California Labor and Workforce Development Agency
4 has not responded.

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6 I declare under the penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct. Executed on this 22nd day of
8 December 2023 in Irvine, California.

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10 /s/ Armond M. Jackson
11 Armond M. Jackson, Declarant
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EXHIBIT A

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Attorneys for Plaintiff KARLA GODINEZ.
individually and on behalf of all others similarly
situated

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KARLA GODINEZ, as an individual and on
behalf of others similarly situated,

Plaintiff,

vs.

MERRITT HOSPITALITY, LLC, and DOES
1-50, inclusive,

Defendants.

Case No. 8:20-cv-00941-JWH-KES

**Assigned for all purposes to Hon. John W.
Holcomb**

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

IT IS HEREBY STIPULATED, by and between plaintiff Karla Godinez, individually and
on behalf of all others similarly situated, on the one hand, and defendant Merritt Hospitality, LLC,
on the other hand, and subject to the approval of the Court, that the claims alleged in the Action are
hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation
of Class Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject

1 to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals,
2 and terms set forth herein which by this reference become an integral part of this Stipulation.

3 **DEFINITIONS**

4 1. "Action" means the putative class and PAGA action entitled *Godinez v. Merritt*
5 *Hospitality, LLC*, United States District Court Case No. 8:20-cv-00941-JWH-KESx.

6 2. "Aggrieved Employees" means all current and former non-exempt employees of
7 Defendant in California at any time during the PAGA Period, excluding employees who were
8 employed by Defendant at the Warner Center Marriott and the Hilton Santa Cruz/Scotts Valley.

9 3. "Class Counsel" means Armon M. Jackson of Jackson Law, APC.

10 4. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
11 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement
12 Amount), and Class Counsel's expenses and costs reasonably incurred in connection with this
13 Action.

14 5. "Class Information" means information regarding Class Members that Defendant
15 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
16 secured manner to the Settlement Administrator. Class Information shall be transmitted in
17 electronic form and shall include each Class Member's full name; last known address; Social
18 Security number; and total number of Compensable Workweeks during the Class Period and PAGA
19 Period.

20 6. "Class Members" means all current and former non-exempt employees of Defendant
21 in California at any time during the Class Period, excluding employees who were employed by
22 Defendant at the Warner Center Marriott and the Hilton Santa Cruz/Scotts Valley.

23 7. "Class Notice" means the Notice of Class Action Settlement, substantially in the
24 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
25 Administrator shall mail to each Class Member explaining the terms of this Stipulation and the
26 Settlement, in both English and Spanish.

27 8. "Class Period" means the period from January 29, 2016 through date the Court grants
28 preliminary approval of the Class Action Settlement or November 2, 2021, whichever is earliest.

1 9. “Class Representative Service Award” means the amount the Court authorizes to be
2 paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s
3 effort and risk in prosecuting the Action.

4 10. “Compensable Workweeks” means the total number of weeks during which a Class
5 Member or Aggrieved Employee performed work as a non-exempt employee of Defendant in
6 California during the Class Period and/or PAGA Period, based on Defendant’s records, and which
7 shall be used to calculate Individual Settlement Payments.

8 11. “Defendant” means defendant Merritt Hospitality, LLC.

9 12. “Defense Counsel” means Jeffrey P. Fuchsman of Ballard, Rosenberg, Golper &
10 Savitt, LLP.

11 13. “Effective Date” means the latter of: (a) the sixty-first (61st) day after the date upon
12 which the Judgment is entered; or (b) if an appeal, review or writ is sought from the Judgment, the
13 date upon which all appellate and/or other proceedings resulting from the appeal, review or writ
14 have been finally terminated in such a manner as to permit the Judgment to take effect in
15 substantially the form described herein.

16 14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
17 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
18 that constitutes wages. The Employer’s Share of Payroll Taxes shall be submitted by Defendant to
19 the Settlement Administrator in addition to the Maximum Settlement Amount.

20 15. “Final Approval Hearing” means the hearing to be conducted by the Court after the
21 filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members
22 giving Class Members an opportunity to request exclusion from the class and Settlement and to
23 object to the Settlement, at which time Plaintiff shall request that the Court finally approve the
24 Settlement, enter the Judgment, and take other appropriate action.

25 16. “Individual Settlement Payment” means the amount payable from the Net Settlement
26 Amount to each Participating Class Member and Aggrieved Employee.

27 17. “Information Sheet” means the form that shall be prepared by the Settlement
28 Administrator and sent to each Class Member that sets forth the total number of Compensable

1 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially
2 in the form attached hereto as **Exhibit 2**.

3 18. "Judgment" means the judgment to be entered by the Court upon granting final
4 approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class
5 Members.

6 19. "LWDA" means the California Labor and Workforce Development Agency.

7 20. "LWDA Payment" means the portion of the PAGA Payment payable to the LWDA.

8 21. "Maximum Settlement Amount" means the maximum amount Defendant shall have
9 to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
10 Individual Settlement Payments to Participating Class Members, the Class Counsel Award, the
11 Class Representative Service Award, Settlement Administration Costs, and the PAGA Payment.
12 Subject to Court approval and the terms of this Stipulation, the Maximum Settlement Amount that
13 Defendant shall be required to pay is One Million Seven Hundred Fifty Thousand Dollars
14 (\$1,750,000.00).

15 22. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class
16 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and the
17 PAGA Payment.

18 23. "Notice of Objection" means a Class Member's written objection to the Settlement.

19 24. "Notice Packet" means the packet of documents which shall be mailed to all Class
20 Members by the Settlement Administrator, including the Class Notice and Information Sheet, in
21 both English and Spanish.

22 25. "Owners" mean the entities which owned the various properties managed by
23 Defendant in California where Class Members and Aggrieved Employees worked during the Class
24 Period and PAGA Period, including: RP SCS WSD Hotel, LLC; Bearcats Lessee LLC; 100 WGB
25 Hotel Operator LLC; NA Glendale, LLC; CHSP TRS Santa Barbara, LLC; KHP IV Santa Barbara
26 TRSLLC; CHSPTRS San Francisco LLC; HMC Suites Limited Partnership; MSP Costa Mesa, L.P.;
27 HEI La Jolla LLC; La Jolla 2 Hotel Operator LLC; SWVP Monterey LLC; SPUS7 Redwood City
28 Hotel Lessee, LLC; AREPIII PSF Operator, LLC; JMIR RSF Operator LLC; Hollywood & Vine

1 Living Room, LLC; Hollywood & Vine Restaurant Operator, LLC; HST Hollywood LLC; Pasadena
2 Hotel Operator, LLC; and AGRE DCP Palm Springs, LLC.

3 26. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
4 Labor Code sections 2698, et seq.

5 27. "PAGA Payment" means the amount payable from the Maximum Settlement
6 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall
7 be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

8 28. "PAGA Period" means the period from May 10, 2019 through the date the Court
9 grants preliminary approval to the Class Action Settlement or November 2, 2021, whichever is
10 earliest.

11 29. "Participating Class Members" means Plaintiff and all other Class Members who do
12 not submit a valid and timely Request for Exclusion.

13 30. "Parties" means Plaintiff and Defendant.

14 31. "Plaintiff" means plaintiff Karla Godinez.

15 32. "Preliminary Approval Order" means the order to be issued by the Court approving
16 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date
17 of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this
18 Stipulation, among other things.

19 33. "Released Parties" means Defendant, Owners, and their respective present or former
20 parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their
21 respective officers, directors, employees, partners, shareholders, members, attorneys, agents, and
22 any other predecessors, successors, assigns, or legal representatives.

23 34. "Request for Exclusion" means a written request by a Class Member to opt out of,
24 or exclude oneself from, the Settlement.

25 35. "Response Deadline" means the date forty-five (45) days after the Settlement
26 Administrator mails the Notice Packets to Class Members and the last date on which Class Members
27 may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of
28 Compensable Workweeks stated on their respective Information Sheet.

36. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

37. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members, in both English and Spanish; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

38. Settlement Administrator” means Phoenix Settlement Administrators.

RECITALS

39. Procedural History. On January 29, 2020, Plaintiff filed this wage and hour class action lawsuit against Defendant in Orange County Superior Court, which was thereafter removed to the United States District Court for the Central District of California. Plaintiff’s operative first amended complaint alleges causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premiums; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; (8) unfair and unlawful business practices; and (9) civil penalties under PAGA, as a representative action.

40. Defendant filed an answer to Plaintiff’s complaint on May 14, 2020.

41. On September 2, 2021, the Parties participated in a private mediation session with mediator Mark Rudy, Esq. At the end of the mediation, Mr. Rudy made a mediator’s proposal outlining the material terms of a proposed class action settlement. On September 28, 2021, the

1 Parties accepted the mediator's proposal, subject to the Parties entering into a more comprehensive
2 written settlement agreement.

3 42. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
4 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's
5 claims in the Action through trial and through any possible appeals. Plaintiff also has taken into
6 account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays
7 inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof
8 necessary to establish liability for the claims asserted in the Action, both generally and in response
9 to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution
10 and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account
11 Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class
12 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
13 set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class
14 Members.

15 43. Defendant's Reasons for Settlement. Defendant has concluded that any further
16 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
17 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
18 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
19 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
20 though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action,
21 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
22 Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continues
23 to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability,
24 damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed
25 claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken
26 to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as
27 to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has
28 complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

44. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the Court's approval.

45. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

46. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

1 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
2 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
3 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
4 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
6 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
7 CONTEMPLATED BY THIS STIPULATION.

8 47. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
9 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes only
10 and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively
11 to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval
12 Order shall provide for, among other things, the Notice Packet to be sent to Class Members as
13 specified herein. The Parties agree that provisional certification of the class is for settlement
14 purposes only and is in no way an admission by Defendant in the Action or in any other proceeding
15 that class certification is proper.

16 48. Release of Claims.

17 a. Participating Class Members' Released Claims. Upon Defendant
18 providing the Maximum Settlement Amount to the Settlement Administrator, all Participating Class
19 Members shall be deemed to have released the Released Parties of any and all claims, demands,
20 rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon
21 the factual allegations set forth in the operative first amended complaint filed in this Action and
22 arising at any time during the Class Period, including claims for (1) failure to pay minimum wages;
23 (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium;
24 (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages
25 due during employment and upon termination; (6) failure to furnish accurate itemized wage
26 statements and maintain records; (7) failure to indemnify employees for necessary expenditures;
27 and (8) unfair and unlawful business practices.

b. Aggrieved Employees' Released Claims. In addition to the release set forth in Paragraph 48.a. above, upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative first amended complaint and arising at any time during the PAGA Period, including claims based on (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; and (8) unfair and unlawful business practices. An Aggrieved Employee is subject to this release even if the Aggrieved Employee requests exclusion from the class action settlement.

c. Plaintiff's Released Claims. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff shall be deemed to have released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, against Defendant or any of the other Released Parties, arising at any time prior to entry of the Judgment, including but not limited to those claims raised in the Action, and those arising from or related to Plaintiff's employment with or work for Defendant. This release excludes only the release of claims not permitted by law.

As to the Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
5 and complete release and discharge of all of her Released Claims, Plaintiff expressly acknowledges
6 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
7 Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the
8 Settlement contemplates the extinguishment of all such Released Claims.

9 49. Settlement Administration.

10 a. Within fourteen (14) days of entry of the Preliminary Approval Order,
11 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
12 mailing the Notice Packets to Class Members.

13 (i) Notice by First Class U.S. Mail. Upon receipt of the Class Information,
14 the Settlement Administrator shall perform a search based on the National Change of Address
15 Database maintained by the United States Postal Service to update and correct any known or
16 identifiable address changes. Within fourteen (14) days after receiving the Class Information from
17 Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet
18 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
19 its best judgment to determine the current mailing address for each Class Member. The address
20 identified by the Settlement Administrator as the current mailing address shall be presumed to be
21 the most current mailing address for each Class Member. The Parties agree that this procedure for
22 notice provides the best notice practicable to Class Members and fully complies with due process.

23 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
24 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
25 to the forwarding address affixed thereto within five (5) days of the Settlement Administrator's
26 receipt of the returned Notice Packet. If no forwarding address is provided, the Settlement
27 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
28 other type of automated search, using the name, address and/or Social Security number of the Class

1 Member involved, and shall then perform a re-mailing to the Class Member whose Notice Packet
2 was returned as non-deliverable within five (5) days of the Settlement Administrator's receipt of the
3 returned Notice Packet, assuming another mailing address is identified by the Settlement
4 Administrator. If a Notice Packet is re-mailed to a Class Member less than ten (10) days prior to
5 the Response Deadline, the Class Member shall have their Response Deadline extended by ten (10)
6 days from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are
7 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
8 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
9 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
10 Judgment.

11 iii. Determination of Individual Settlement Payments: The Settlement
12 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
13 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
14 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
15 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court.
16 In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

17 iv. Disputes Regarding Administration of Settlement. Any dispute not
18 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
19 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
20 confer in good faith and make use of the services of mediator Mark Rudy, if necessary, to resolve
21 the dispute without the necessity of involving the Court.

22 b. Exclusions: The Class Notice shall explain that Class Members who wish to
23 exclude themselves from the class and Settlement must submit a Request for Exclusion to the
24 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain
25 the name, address, and telephone number of the person requesting exclusion; (2) be signed by the
26 Class Member; and (3) be postmarked by the Response Deadline and returned to the Settlement
27 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel, and
28 the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion

1 shall be the exclusive means used by the Settlement Administrator to determine whether a Class
2 Member has timely requested exclusion from the class and Settlement. Any Class Member who
3 timely and properly requests to be excluded from the class and Settlement shall not be entitled to
4 any benefits under the Settlement and shall not be bound by the terms of the Settlement nor shall
5 the Class Member have any right to object to the Settlement or appeal from the entry of the
6 Judgment. Class Members who do not submit a valid and timely Request for Exclusion on or before
7 the Response Deadline shall be bound by all terms of the Settlement and the Judgment entered in
8 this Action if the Settlement is finally approved by the Court. No later than ten (10) days after the
9 Response Deadline, the Settlement Administrator shall provide counsel for the Parties a complete
10 list of all Class Members who submitted a timely and valid Request for Exclusion. An Aggrieved
11 Employee who submits a timely Request for Exclusion shall still receive his or her pro rata portion
12 of the PAGA Payment and is covered by the PAGA Release.

13 c. Objections: The Class Notice shall state that Class Members who wish to
14 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
15 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice
16 of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member;
17 (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned
18 to the Settlement Administrator at the specified address. Subject to review by Class Counsel,
19 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
20 Notice of Objection shall be the exclusive means used by the Settlement Administrator to determine
21 whether a Class Member has timely objected to the Settlement. Class Members who do not submit
22 a Notice of Objection or appear at the Final Approval Hearing to explain their objection(s) shall be
23 deemed to have waived any objections and shall be foreclosed from making any objections (whether
24 by appeal or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or
25 Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from objecting
26 to the Settlement or filing an appeal from the Judgment.

27 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
28 Members disagrees with the number of Compensable Workweeks stated on the Information Sheet,

1 the Class Member must send a letter to the Settlement Administrator by the Response Deadline
2 stating the reasons why they dispute the number of Compensable Workweeks and provide any
3 supporting documentation. The Settlement Administrator will evaluate the evidence submitted by
4 the Class Member and make a decision as to the number of Compensable Workweeks that should
5 be applied and/or the Individual Settlement Payment to which the Class Member is entitled.

6 e. Monitoring and Reviewing Settlement Administration. The Parties have the
7 right to monitor and review the administration of the Settlement to verify that the monies allocated
8 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

9 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms
10 of this Settlement.

11 50. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
12 days after the Effective Date, Defendant shall provide to the Settlement Administrator in any
13 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
14 Amount. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded,
15 canceled or fails to become effective for any reason, or if the Effective Date does not occur, then no
16 portion of the Maximum Settlement Amount shall be paid.

17 a. Individual Settlement Payments. Class Members shall not be required to
18 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
19 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual
20 Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement Amount
21 pursuant to the formula set forth herein. Individual Settlement Payment payments shall be mailed
22 by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class
23 Member's last known mailing address within ten (10) days after Defendant provides the Settlement
24 Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement
25 Payments, the Settlement Administrator shall perform a search based on the National Change of
26 Address Database maintained by the United States Postal Service to update and correct any known
27 or identifiable address changes.

1 i. Each Participating Class Member’s Individual Settlement Payment
2 shall be calculated solely by the Settlement Administrator according to the following formula:
3 Defendant shall provide the Settlement Administrator with the Compensable Workweeks for each
4 Participating Class Member. The Settlement Administrator shall then divide the Net Settlement
5 Amount by the total number of Compensable Workweeks for all Participating Class Members
6 resulting in a value for each week worked by the Participating Class Members during the Class
7 Period (“Workweek Value”). The Settlement Administrator shall then multiply the number of
8 Compensable Workweeks for each Participating Class Member by the Workweek Value. In
9 addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment
10 allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA
11 Period.

12 ii. Individual Settlement Payments shall be made by check and shall be
13 made payable to each Participating Class member as set forth in this Stipulation.

14 iii. Individual Settlement Payments shall be allocated as follows: twenty
15 percent (20%) as wages subject to all applicable tax withholdings, and eighty percent (80%) as non-
16 wage penalties, interest, and reimbursement of employment-related expenses not subject to payroll
17 tax withholdings. No tax withholding shall be made on an Aggrieved Employee's pro rata portion
18 of the PAGA Payment. The Settlement Administrator shall issue an IRS Form W-2 to each
19 Participating Class Member and Aggrieved Employee for the portion of each Individual Settlement
20 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
21 Administrator shall issue an IRS Form 1099 to each Participating Class Member and Aggrieved
22 Employee for the portion of each Individual Settlement Payment allocated as non-wage penalties,
23 interest, and reimbursement of employment-related expenses not subject to payroll tax
24 withholdings. The Settlement Administrator shall calculate the amount of the Employer’s Share of
25 Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the
26 appropriate taxing authorities in a timely manner.

27 iv. Individual Settlement Payment checks shall remain negotiable for one
28 hundred eighty (days from the date of mailing. If an Individual Settlement Payment check remains

1 uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall
2 distribute the value of the uncashed check to the State Controller's Office Unclaimed Property Fund
3 in the name of the Participating Class Member and/or Aggrieved Employee. In such event, such
4 Participating Class Members and/or Aggrieved Employees shall nevertheless remain bound by the
5 Settlement.

6 v. All monies received by Class Members under the Settlement which
7 are attributable to wages shall constitute income to such Class Members solely in the year in which
8 such monies actually are received by the Class Members. It is expressly understood and agreed that
9 the receipt of Individual Settlement Payments shall not entitle any Class Member to additional
10 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
11 other compensation or benefit plan or agreement in place during the period covered by the
12 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
13 other deferred compensation benefits. It is the intent of the Parties that Individual Settlement
14 Payments provided for in this Stipulation are the sole payments to be made by Defendant to Class
15 Members in connection with this Settlement, with the exception of Plaintiff, and that the Class
16 Members are not entitled to any new or additional compensation or benefits as a result of having
17 received the Individual Settlement Payments. Furthermore, the receipt of Individual Settlement
18 Payments by Class Members shall not, and does not, by itself establish any general, special, or joint
19 employment relationship between and among the Class Member(s) and Defendant.

20 b. Class Representative Service Award. Subject to Court approval, Plaintiff
21 shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars
22 (\$5,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing and
23 presenting the Action and for releasing her claims. Defendant shall not oppose or object to
24 Plaintiff's request for a Class Representative Service Award in an amount not to exceed Five
25 Thousand Dollars (\$5,000.00). The Class Representative Service Award shall be paid to Plaintiff
26 from the Maximum Settlement Amount no later than ten (10) days after Defendant provides the
27 Settlement Administrator with the Maximum Settlement Amount. The Settlement Administrator
28 shall issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall

1 be solely and legally responsible to pay any and all applicable taxes on her Class Representative
2 Service Award and shall hold harmless Defendant, Class Counsel, and Defense Counsel from any
3 claim or liability for taxes, penalties, or interest arising as a result of payment of the Class
4 Representative Service Award. The Class Representative Service Award shall be made in addition
5 to Plaintiff's Individual Settlement Payment. Any amount requested by Plaintiff for the Class
6 Representative Service Award and not awarded by the Court shall become part of the Net Settlement
7 Amount and shall be distributed to Participating Class Members as part of their Individual
8 Settlement Payments.

9 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
10 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
11 Maximum Settlement Amount, which amounts to Five Hundred Eighty Three Thousand Three
12 Hundred Thirty Three Dollars and Thirty Three Cents (\$583,333.33). In addition, subject to Court
13 approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class
14 Counsel's prosecution of the Action in an amount not to exceed Twenty Thousand Dollars
15 (\$20,000.00). Class Counsel shall provide the Settlement Administrator with a properly completed
16 and signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel
17 Award approved by the Court. Defendant shall not oppose or object to Plaintiff's request for an
18 award of attorneys' fees in an amount not to exceed Five Hundred Eighty Three Thousand Three
19 Hundred Thirty Three Dollars and Thirty Three Cents (\$583,333.33) and request for an award of
20 reasonable costs not to exceed Twenty Thousand Dollars (\$20,000.00). In the event the Court
21 awards Class Counsel less than Five Hundred Eighty Three Thousand Three Hundred Thirty Three
22 Dollars and Thirty Three Cents (\$583,333.33) in attorneys' fees and/or less than Twenty Thousand
23 Dollars (\$20,000.00) in costs, the difference shall become part of the Net Settlement Amount and
24 shall be distributed to Participating Class Members as part of their Individual Settlement Payments.
25 Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days
26 after Defendant provides the Settlement Administrator with the Maximum Settlement Amount.
27 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel
28 Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class

1 Counsel Award. This Settlement is not conditioned upon the Court awarding Class Counsel any
2 particular amount of attorneys' fees or costs.

3 d. PAGA Payment. Seventy Five Thousand Dollars (\$75,000.00) from the
4 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Fifty Six
5 Thousand Two Hundred Fifty Dollars (\$56,250.00) shall be paid by the Settlement Administrator
6 directly to the LWDA. The remaining Eighteen Thousand Seven Hundred Fifty Dollars
7 (\$18,750.00) shall be distributed to Aggrieved Employees as part of their Individual Settlement
8 Payments.

9 e. Settlement Administration Costs. The Settlement Administration fees and
10 expenses, which are estimated not to exceed Twenty-Five Thousand Dollars (\$25,000.00), shall be
11 paid from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of
12 the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
13 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
14 Administration process and to make all reasonable efforts to control and minimize Settlement
15 Administration Costs.

16 i. The Parties each represent they do not have any financial interest in
17 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
18 that could create a conflict of interest.

19 ii. The Settlement Administrator shall keep the Parties timely apprised
20 of the performance of all Settlement Administrator responsibilities required by the Settlement. The
21 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
22 regulations in which the Maximum Settlement Amount shall be placed and from which payments
23 required by the Settlement shall be made.

24 51. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of
25 the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant
26 final approval of the Settlement, including determining the amounts properly payable for: (i) the
27 Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA Payment.
28 Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or

1 declaration to the Parties describing the process and results of the administration of the Settlement
2 to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final
3 Approval Hearing. In the event that the date or location of the Final Approval Hearing is changed
4 following the mailing of the Class Notice, the Settlement Administrator shall post notice of the
5 change on its website. If the Court grants final approval of the Settlement, the Settlement
6 Administrator shall post notice of final judgment on its website within seven (7) calendar days of
7 entry of the Judgment.

8 52. Adjustment of Settlement Amount. The Maximum Settlement Amount was
9 negotiated and is premised on the understanding that there are approximately 270,000 workweeks
10 worked by Class Members during the Class Period. In the event that the total number of workweeks
11 exceeds that number by ten percent (10%) or more, the Maximum Settlement Amount shall be
12 increased by one percent (1%) for every one percent (1%) increase in workweeks over the ten
13 percent (10%) threshold. This escalator clause provision shall only be triggered after the Parties
14 exchange data regarding their respective positions.

15 53. Right of Defendant to Reject Settlement. If two percent (2%) or more of the Class
16 Members submit valid Requests for Exclusion, Defendant will have the right, but not the obligation,
17 to void the Settlement and the Parties will have no further obligations under the Settlement,
18 including any obligation by Defendant to pay the Maximum Settlement Amount, or any amounts
19 that otherwise would have been owed under this Stipulation, except that Defendants will pay the
20 Settlement Administration Costs incurred as of the date that Defendant exercises its right to void
21 the Settlement. Defendant shall notify Class Counsel and the Court whether it is exercising this
22 right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of
23 the number of valid Requests for Exclusion it has received.

24 54. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
25 Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does
26 not enter the Judgment; or (iv) the Settlement does not become final for any other reason, this
27 Stipulation shall be rendered null and void, any order or judgment entered by the Court in
28 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and

1 any documents related to it shall not be used by any Class Member or Class Counsel to support any
2 claim or request for class certification in the Action, and shall not be used in any other civil, criminal
3 or administrative action against Defendant or any of the other Released Parties. In the event an
4 appeal is filed from the order granting final approval or Judgment, or any other appellate review is
5 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
6 other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified
7 of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by
8 Defendant to the Settlement Administrator.

9 55. No Admission by Defendant. Defendant denies all claims alleged in this Action and
10 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
11 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
12 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
13 concession, or omission by Defendant or that class certification is proper under the standard applied
14 to contested certification motions. The Parties stipulate and agree to the certification of the proposed
15 class for settlement purposes only. The Parties further agree that this Stipulation shall not be
16 admissible in this or any other proceeding as evidence that either (i) a class action should be certified
17 or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this
18 Stipulation.

19 56. Non-Publicity. Plaintiff and Class Counsel agree that they have not and will not
20 publish the Settlement. Class Counsel shall not issue any press releases or press statements
21 regarding the Settlement, identify Defendant or its counsel by name in any media including Class
22 Counsel's website, or have any communications with the press or media about the Action or the
23 Settlement. However, nothing in the provision shall be construed as preventing the Parties from
24 taking the following actions: (a) Class Counsel shall be allowed to refer to the Action and Settlement
25 in other litigation to support their adequacy as attorneys for a putative class or to justify an award
26 of attorneys' fees; (b) the Parties shall have the right to disclose the Settlement as may be required
27 under federal or state tax and/or securities laws or under generally accepted accounting principles;
28 (c) the Parties shall have the right to disclose the Settlement to third parties without identifying the

1 case name, case number, or names of any of the Parties or Released Parties; (d) Defendant may
2 disclose the Settlement to its employees, Owners or their representatives, or others with a need to
3 know; (e) the Parties may refer to the Settlement, describe its terms, and file the Stipulation with the
4 Court, the LWDA, and the Settlement Administrator in connection with any proceedings which are
5 reasonably necessary to obtain approval of the Settlement; (f) Plaintiff and Class Counsel may
6 communicate with Class Members or their representatives about the Settlement; and (g) the Parties
7 and their representatives may communicate with accountants or legal advisors regarding the
8 Settlement. Except for the previously listed exceptions, in response to any inquiries about the
9 Action, the Parties may state that “the matter has been resolved.”

10 57. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
11 any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
12 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
13 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

14 58. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
15 all proceedings in the Action, except such proceedings necessary to implement and complete the
16 Settlement and enter the Judgment.

17 59. Amendment or Modification. This Stipulation may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.

19 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
20 agreement between the Parties, and no oral or written representations, warranties, or inducements
21 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
22 representations, warranties, and covenants contained and memorialized in this Stipulation and its
23 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
24 on the Parties.

25 61. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
26 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
27 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
28 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents

1 required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel
2 shall cooperate with each other and use their best efforts to effect the implementation of the
3 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
4 document needed to implement the Settlement, or on any supplemental provisions that may become
5 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
6 and/or mediator Mark Rudy to resolve such disagreement. The person signing this Stipulation on
7 behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on
8 behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Stipulation
9 and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-
10 party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in
11 any construction made of this Stipulation, the same shall not be construed against any of the Parties.

12 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
13 inure to the benefit of, the successors and assigns of the Parties.

14 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
15 be governed by and interpreted according to the laws of the State of California, without giving effect
16 to any law that would cause the laws of any jurisdiction other than the State of California to be
17 applied.

18 64. Counterparts. This Stipulation may be executed in one or more counterparts. All
19 executed counterparts and each of them shall be deemed to be one and the same instrument.

20 65. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
21 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
22 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class
23 Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
24 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
25 judgments entered in connection therewith.

26 66. Invalidity of Any Provision. Before declaring any term or provision of this
27 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
28 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions

1 of this Stipulation as valid and enforceable.

2 67. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
3 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
4 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
5 Settlement, and the release of Released Claims and shall have the same force and effect as if this
6 Stipulation were executed by each Participating Class Member.

7 Dated: 13/10/2021, 2021

DocuSigned by:

259466392CE94A0...
Plaintiff Karla Godinez

9
10 Dated: _____, 2021

Defendant Merritt Hospitality, LLC

12 By: _____

13 Its: _____

14 Approved as to form and content:

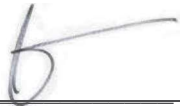
15
16 Dated: October 13, 2021

JACKSON LAW, APC

18 By: Armond Jackson
19 ARMOND M. JACKSON
20 Attorneys for Plaintiff KARLA GODINEZ,
21 individually and on behalf of all others similarly
22 situated

23 Dated: October 12, 2021

BALLARD ROSENBERG GOLPER & SAVITT

24 By: 
25 JEFFREY P. FUCHSMAN
26 Attorneys for Defendant MERRITT
27 HOSPITALITY, LLC
28

of this Stipulation as valid and enforceable.

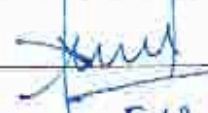
67. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Participating Class Member.

Dated: _____, 2021

Plaintiff Karla Godinez

Dated: 10/13/, 2021

Defendant Merritt Hospitality, LLC

By: 

Its: EJP HR.

Approved as to form and content:

Dated: _____, 2021

JACKSON LAW, APC

By: _____

ARMOND M. JACKSON

Attorneys for Plaintiff KARLA GODINEZ,
individually and on behalf of all others similarly
situated

Dated: October 12, 2021

BALLARD ROSENBERG GOLPER & SAVITT

By: 

JEFFREY P. FUCHSMAN

Attorneys for Defendant MERRITT
HOSPITALITY, LLC

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT
Godinez v. Merritt Hospitality, LLC
United States District Court Case No. 8:20-cv-00941-JWH-KESx

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR MERRITT HOSPITALITY, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN JANUARY 29, 2016 AND **NOVEMBER 2, 2021**, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Godinez v. Merritt Hospitality, LLC*, United States District Court Case No. 8:20-cv-00941-JWH-KESx (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. John Holcomb on , 2021 at in Courtroom 2 of the United States District Court for the Central District of California, located at 3470 12th Street, Riverside, California 92501, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against defendant Merritt Hospitality, LLC (“Defendant”) and affiliated persons and entities (“Released Parties”), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement, except a portion of the PAGA Payment if you worked for Defendant during the PAGA Period.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you don’t like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt employees of Defendant in California at any time during the period from January 29, 2016 through **November 2, 2021** (the "Class Period"), excluding employees who were employed by Defendant at the Warner Center Marriott and the Hilton Santa Cruz/Scotts Valley.

According to Defendant's records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, plaintiff Karla Godinez ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one-hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; (8) unfair and unlawful business practices; and (9) civil penalties under PAGA, as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Armond M. Jackson
JACKSON LAW, APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
949-281-6857

Defense Counsel

Jeffrey P. Fuchsman
BALLARD ROSENBERG GOLPER & SAVITT
15760 Ventura Blvd., 18th Floor
Encino, CA 91436
818-508-3700

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,750,000.00 (the "Maximum Settlement Amount") for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency ("LWDA") and non-exempt employees who worked for Defendant during the PAGA Period, which is May 10, 2019 through **November 2, 2021** ("Aggrieved Employees").

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of

weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during PAGA Period.

Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed in this Notice Packet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Members to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 20% as wages and 80% as non-wages. None of your pro rata portion of the PAGA Payment will be subject to tax withholding. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$583,333.33 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$20,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$5,000.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed ~~\$25,000~~. In addition, \$75,000.00 will be allocated to penalties under PAGA, of which 75%, or \$56,250.00, will be paid to the LWDA, and the remaining 25%, or \$18,750.00, will be distributed to Aggrieved Employees pro rata. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative first amended complaint filed in this Action and arising at any time during the Class Period, including claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; and (8) unfair and unlawful business practices.

Release by Aggrieved Employees. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative first amended complaint and arising at any time during the PAGA Period, including claims based on: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for

necessary expenditures; and (8) unfair and unlawful business practices. The release of claims under PAGA will apply to all Aggrieved Employees even if the Aggrieved Employee requests to be excluded from the class action settlement.

The “Released Parties” are Defendant, Owners and their respective present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other predecessors, successors, assigns, or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator at the following address:

Godinez v. Merritt Hospitality, LLC Settlement
P.O. Box
[City], [State] [Zip]

The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Godinez v. Merritt Hospitality, LLC*; (3) be signed by you; and (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the following address:

Godinez v. Merritt Hospitality, LLC Management Settlement
P.O. Box
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be

entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement. However, an Aggrieved Employee who submits a timely Request for Exclusion shall still receive his or her pro rata portion of the PAGA Payment and is covered by the PAGA Release.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, and Plaintiff's request for a Service Award and attorneys' fees and costs to Class Counsel on [REDACTED], 2021 at [REDACTED] in Courtroom 2 of the United States District Court for the Central District of California, located at 3470 12th Street, Riverside, California 92501. You may attend the hearing in person, or you may appear by videoconference through Zoom. Instructions for appearing by Zoom can be found on the Court's website at <https://www.cacd.uscourts.gov/honorable-john-w-holcomb>. Please note that a mandatory face mask order remains in effect in all federal courthouses and courtrooms. Face masks must be worn over the nose and mouth at all times in all public courthouse spaces. In the event that the date or location of the Final Approval Hearing changes, the Settlement Administrator will post notice of the new date or location on its website (www.[REDACTED]). You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.[REDACTED]) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET
Godinez v. Merritt Hospitality, LLC
United States District Court Case No. 8:20-cv-00941-JWH-KESx

Calculation of Individual Settlement Payments: Each employee's share of the Settlement will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for defendant Merritt Hospitality, LLC ("Defendant") as a non-exempt employee in California from January 29, 2016 through **November 2, 2021** (the "Class Period"). The formula for determining each employee's Individual Settlement Payment is as follows:

Defendant will provide the Settlement Administrator with the Compensable Workweeks for each employee. The Settlement Administrator will then divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Period ("Workweek Value"). The Settlement Administrator will then multiply the number of Compensable Workweeks for each Participating Class Member by the Workweek Value. This calculation yields the amount of the Participating Class Member's "Individual Settlement Payment." In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the period May 10, 2019 through **November 2, 2021** (the "PAGA Period").

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks are as follows:

Compensable Workweeks during Class Period	<<CompWWSettCP>>
Compensable Workweeks during PAGA Period	<<CompWWPAGA>>

Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt employee of Defendant in California at any time between January 29, 2016 and **November 2, 2021**. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline]**.

Godinez v. Merritt Hospitality, LLC Settlement [Address] [City, State Zip] [Telephone Number]
--

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT
Godinez v. Merritt Hospitality, LLC
United States District Court Case No. 8:20-cv-00941-JWH-KESx

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR MERRITT HOSPITALITY, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN JANUARY 29, 2016 AND **NOVEMBER 2, 2021**, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Godinez v. Merritt Hospitality, LLC*, United States District Court Case No. 8:20-cv-00941-JWH-KESx (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. John Holcomb on , 2021 at in Courtroom 2 of the United States District Court for the Central District of California, located at 3470 12th Street, Riverside, California 92501, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against defendant Merritt Hospitality, LLC (“Defendant”) and affiliated persons and entities (“Released Parties”), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement, except a portion of the PAGA Payment if you worked for Defendant during the PAGA Period.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you don’t like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt employees of Defendant in California at any time during the period from January 29, 2016 through **November 2, 2021** (the "Class Period"), excluding employees who were employed by Defendant at the Warner Center Marriott and the Hilton Santa Cruz/Scotts Valley.

According to Defendant's records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, plaintiff Karla Godinez ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one-hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; (8) unfair and unlawful business practices; and (9) civil penalties under PAGA, as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Armond M. Jackson
JACKSON LAW, APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
949-281-6857

Defense Counsel

Jeffrey P. Fuchsman
BALLARD ROSENBERG GOLPER & SAVITT
15760 Ventura Blvd., 18th Floor
Encino, CA 91436
818-508-3700

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,750,000.00 (the "Maximum Settlement Amount") for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency ("LWDA") and non-exempt employees who worked for Defendant during the PAGA Period, which is May 10, 2019 through **November 2, 2021** ("Aggrieved Employees").

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of

weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during PAGA Period.

Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed in this Notice Packet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Members to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 20% as wages and 80% as non-wages. None of your pro rata portion of the PAGA Payment will be subject to tax withholding. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$583,333.33 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$20,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$5,000.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed ~~\$25,000~~. In addition, \$75,000.00 will be allocated to penalties under PAGA, of which 75%, or \$56,250.00, will be paid to the LWDA, and the remaining 25%, or \$18,750.00, will be distributed to Aggrieved Employees pro rata. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative first amended complaint filed in this Action and arising at any time during the Class Period, including claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; and (8) unfair and unlawful business practices.

Release by Aggrieved Employees. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative first amended complaint and arising at any time during the PAGA Period, including claims based on: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for

necessary expenditures; and (8) unfair and unlawful business practices. The release of claims under PAGA will apply to all Aggrieved Employees even if the Aggrieved Employee requests to be excluded from the class action settlement.

The “Released Parties” are Defendant, Owners and their respective present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other predecessors, successors, assigns, or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator at the following address:

Godinez v. Merritt Hospitality, LLC Settlement
P.O. Box
[City], [State] [Zip]

The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Godinez v. Merritt Hospitality, LLC*; (3) be signed by you; and (4) be postmarked on or before [redacted], 2021 and returned to the Settlement Administrator at the following address:

Godinez v. Merritt Hospitality, LLC Management Settlement
P.O. Box
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be

entitled to any benefit as a result of the Action and Settlement and will not be entitled to or permitted to object to the Settlement. However, an Aggrieved Employee who submits a timely Request for Exclusion shall still receive his or her pro rata portion of the PAGA Payment and is covered by the PAGA Release.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, and Plaintiff's request for a Service Award and attorneys' fees and costs to Class Counsel on [REDACTED], 2021 at [REDACTED] in Courtroom 2 of the United States District Court for the Central District of California, located at 3470 12th Street, Riverside, California 92501. You may attend the hearing in person, or you may appear by videoconference through Zoom. Instructions for appearing by Zoom can be found on the Court's website at <https://www.cacd.uscourts.gov/honorable-john-w-holcomb>. Please note that a mandatory face mask order remains in effect in all federal courthouses and courtrooms. Face masks must be worn over the nose and mouth at all times in all public courthouse spaces. In the event that the date or location of the Final Approval Hearing changes, the Settlement Administrator will post notice of the new date or location on its website (www.[REDACTED]). You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.[REDACTED]) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

INFORMATION SHEET
Godinez v. Merritt Hospitality, LLC
United States District Court Case No. 8:20-cv-00941-JWH-KESx

Calculation of Individual Settlement Payments: Each employee's share of the Settlement will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for defendant Merritt Hospitality, LLC ("Defendant") as a non-exempt employee in California from January 29, 2016 through **November 2, 2021** (the "Class Period"). The formula for determining each employee's Individual Settlement Payment is as follows:

Defendant will provide the Settlement Administrator with the Compensable Workweeks for each employee. The Settlement Administrator will then divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Period ("Workweek Value"). The Settlement Administrator will then multiply the number of Compensable Workweeks for each Participating Class Member by the Workweek Value. This calculation yields the amount of the Participating Class Member's "Individual Settlement Payment." In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the period May 10, 2019 through **November 2, 2021** (the "PAGA Period").

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks are as follows:

Compensable Workweeks during Class Period	<<CompWWSettCP>>
Compensable Workweeks during PAGA Period	<<CompWWPAGA>>

Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt employee of Defendant in California at any time between January 29, 2016 and **November 2, 2021**. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline]**.

Godinez v. Merritt Hospitality, LLC Settlement [Address] [City, State Zip] [Telephone Number]
--

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.

EXHIBIT C

DATE

VIA USPS MAIL

Re: *Godinez v. Merritt Hospitality, LLC*
U.S. District Court for the Central District of California
Case No. 8:20-cv-00941-JWH-KES

Notice Under the Class Action Fairness Act

To Whom It May Concern:

On behalf of Merritt Hospitality, LLC, we are sending you this notice in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715, (“CAFA”), to advise you that a proposed class action settlement has been filed with the United States District Court for the Northern District of California in the above-captioned action.

Plaintiff Karla Godinez (“Plaintiff”) sued Merritt Hospitality, Inc. (“Defendant”) on behalf of herself and others similarly situated for the following claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay the one hour premium; (4) failure to provide rest periods or pay the one hour premium; (5) failure to timely pay all wages due during employment and upon termination; (6) failure to furnish accurate itemized wage statements and maintain records; (7) failure to indemnify employees for necessary expenditures; and (8) unfair and unlawful business practices.

On **TBD**, the U.S. District Court for the Central District of California (the “Court”) entered an Order certifying one Class as to the outside salesperson exemption question, and held in abeyance certification of the underlying wage and hour claims.

Please take notice that the following documents and relevant pleadings have been filed and/or lodged with the Court in the above-reference action, true and correct copies of which are contained in the USB drive enclosed with this Notice.

- **Exhibit A** is the fully executed Joint Stipulation for Class Action Settlement.
- **Exhibit B** is the Notice of Class Action Settlement and Information Sheet.
- **Exhibit C** is a copy of the Court’s Order Granting Preliminary Approval of Class Action Settlement, which provides for a fairness hearing on **TBD**.
- **Exhibit D** is a list of the Class Members identified to date. The percentage of employee currently living in each state is as follows:

At present, there is no final judgment or notice of dismissal in this case, no other agreement made between the parties contemporaneously with the Settlement Agreement, and no written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b)(3)–(6) apart from the order approving the parties' settlement. Please contact me with any questions.

Sincerely,

[Signatory]

EXHIBIT B

JACKSON LAW, P.C.

Armond M. Jackson
ajackson@jlaw-pc.com

March 3, 2020

Sent By Certified Mail to Merritt Hospitality, LLC

Submitted Via Online to Labor and Workforce Development Agency

Merritt Hospitality, LLC
C/O Costa Mesa Marriott
500 Anton Blvd
Costa Mesa, California 92626

101 Merritt 7, 1st Floor
Norwalk, Connecticut 06851

Corporation Service Company Which
Will DO Business in California as CSC-
Lawyers Incorporating Service Agent for
Service of Process for Merritt Hospitality,
LLC C/O Costa Mesa Marriott

Labor and Workforce Development
Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE **PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9,
226.3, 226.7, 510, 512, 558, 1194, 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 5-2001 (“Wage Order 5”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Karla Godinez v. Merritt Hospitality, LLC et al.

Dear Merritt Hospitality, LLC, CSC-Lawyers Incorporating Service and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, Merritt Hospitality, LLC, CSC-Lawyers Incorporating Service, by Karla Godinez (“Ms. Godinez”) (referred to herein as “Ms. Godinez”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of Merritt Hospitality, LLC (collectively referred to herein as “MH”), a private right of action under the Private Attorney General Act (PAGA) of 2004.

March 3, 2020

Page 2 of 7

As a prerequisite to prosecuting this private action in superior court, Ms. Godinez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

MH is a hotel business that employs workers.

This letter encompasses violations for all of MH's nonexempt California employees.

Ms. Godinez worked for MH. Ms. Godinez worked as a general laborer including housekeeper that performed many duties such as cleaning guest rooms, cleaning the hotel and other general laborer tasks as assigned. Throughout Ms. Godinez's shifts, she was not provided with all 10 minute duty-free uninterrupted rest breaks during their working shifts that were at or above 7.5 as the rest breaks were either interrupted, short, late or not taken at all. Moreover, Ms. Godinez was also not free of MH's control during any purported rest breaks deeming all rest breaks unlawful. Moreover, Ms. Godinez would also have responsibility to maintain a radio device and electronic device throughout their shifts interrupting rest periods and meal periods.

Furthermore, Ms. Godinez and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, late or not taken at all.

The MH has violated California Labor Code sections 226.7, 512, and Wage Orders 5, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the MH were under the same conditions as Ms. Godinez.

Moreover, MH paid bonus payments to Ms. Godinez and other aggrieved employees for performance and other performance-based incentives, MH failed to incorporate the correct overtime rates for overtime hours worked when MH failed to include the bonus payments into the overtime rate calculations.

Moreover, the MH failed to incorporate Ms. Godinez's premium wages and hours worth of work, actual name of the legal entity of the employer and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Ms. Godinez, such as not being provided with their entitled meal breaks and rest breaks and recording their actual hours worked, net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements and actual name of the legal entity of the employer.

By virtue of not authorizing or permitting Ms. Godinez and all other similarly situated employees to take their entitled meal breaks and rest breaks, failing to incorporate hours worked

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Jackson Law, P.C.

March 3, 2020

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and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out, failing to include the correct overtime rates, and failing to include the name and address of the legal entity employer, the MH is violating California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1194, 2802, and Wage Order 5, Sections 7, 11, 12 and 14.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Ms. Godinez and do not compensate other similarly situated employees at the time of separation whom is either discharged or quits despite owing them for correct overtime wages, or for missed meal breaks or rest breaks or off-the-clock work.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Godinez’s contention that MH are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Ms. Godinez and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Godinez and other similarly situated employees worked during their entitled meal periods and rest periods and also received incentive based bonus payments but MH did not accurately depict compensation as it failed to disclose and compensate them for the correct overtime rates and the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, MH failed to include the correct overtime rates by failing to incorporate bonus payments for purposes of paying overtime.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Ms. Godinez and other similarly situated employees' paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Ms. Godinez and other similarly situated employees worked during their meal periods and rest periods but MH did not accurately depict compensation as it failed to disclose and compensate them for that recorded the extra hour worth of total hours worked on their paystub for failing to compensate for all hours worked and provide their entitled uninterrupted rest periods and meal periods. Moreover, MH failed to include the correct overtime rates by failing to incorporate bonus payments for purposes of paying overtime.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Ms. Godinez and other similarly situated employees' paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Ms. Godinez and other similarly situated employees were required to work during their rest periods and meal periods but MH did not accurately depict compensation as it failed to disclose and compensate them for that extra hours' worth of work nor disclosed or recorded the extra hour worth of total hours worked on their paystub for failing to pay for all hours worked and provide their entitled uninterrupted meal breaks and rest periods therefore inaccurately depicting deductions that were taken out on Ms. Godinez' and other similarly situated employees' paystubs. Moreover, MH failed to include the correct overtime rates that resulted in incorrect deductions by failing to incorporate bonus payments for purposes of paying overtime.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Godinez' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Ms. Godinez and other similarly situated employees worked during their entitled rest breaks and meal periods but MH did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of work nor disclosed or recorded the extra hour worth of net wages earned on their paystub for failing to provide their an uninterrupted rest periods and meal periods. Moreover, MH failed to include the correct overtime rates that resulted in incorrect deductions by failing to incorporate bonus payments for purposes of paying overtime.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer. Ms. Godinez and other similarly situated employees' paystubs did not reflect the name and address of the legal entity that is the employer and instead another name that was not the employer.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Godinez and other similarly situated employees' paystubs did not reflect their applicable hourly rate because MH excluded hours worked and wages earned because Ms. Godinez and other similarly situated employees were required to work during their rest periods and meal periods but MH did not accurately depict compensation as it failed to disclose and compensate them for that the extra hour worth of gross and net wages earned as well as the additional hour worth of work on their paystub for failing to provide their uninterrupted rest periods and meal periods. Moreover, MH failed to include the correct applicable hourly rates including overtime rates that resulted in incorrect deductions by failing to incorporate bonus payments for purposes of paying overtime.

Violation of California Labor Code Sections 226.7, 510, 512, 1194, 1198 and Wage Order 5, Sections 7, 11 12, and 14

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 5-2001 (hereinafter "Wage Order 5") covering the "Housekeeping Industry" employees.

Under these circumstances, Ms. Godinez' position at MH falls within Wage Order 5 as MH employed Ms. Godinez as a non-exempt employees classified as an employee in the "Housekeeping" industry. Thus, below all sections and subsections that pertain to California Wage Order 5 are applicable to Ms. Godinez and all similarly situated aggrieved employees within the "Housekeeping Industry" that were employed or remain employed by MH.

California Labor Code sections 226.7, 512 and Wage Order 5, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Order 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Ms. Godinez and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7 and Wage Order 5, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an

March 3, 2020

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employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Ms. Godinez and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at MH while regularly working above 6 and 7.5 hour shifts.

Wage Order 5, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[time records showing when the employee begins and ends each work period," "[m]eal periods," and [t]otal hours worked in the payroll period and applicable rates of pay."

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, MH failed to record "meal periods" as Ms. Godinez and other similarly situated employees were not provided with proper meal periods. Furthermore, MH failed to incorporate the extra hour's worth of work when Ms. Godinez and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Order 5, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Ms. Godinez and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and were not compensated at the correct overtime rates as MH failed

March 3, 2020

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to include the correct overtime rates when compensating them due to failing to incorporate bonus payments into the overtime calculation.

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Ms. Godinez and other similarly situated employees were not paid the correct overtime rates for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and were not compensated at the correct overtime rates as MH failed to include the correct overtime rates when compensating them due to failing to incorporate bonus payments into the overtime calculation. Moreover, Ms. Godinez and other similarly situated employees were not compensated at the minimum wage or overtime rates while being subjected to MH's control for maintaining radio devices and electronic devices during their working shifts while being clocked-out at times including during meal breaks.

Violation of California Labor Code 2802

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802 MH required Ms. Godinez and other similarly situated employees to purchase items for work at MH including, but not limited to, using their personal cell phone devices to communicate with MH staff without any reimbursement in violation of California Labor Code section 2802.

As a consequence of the MH's violation of California Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 2802 and Wage Order 5, Sections 3, 7, 11 and 12. Ms. Godinez are due penalties for each violation as an individual and on behalf of all aggrieved employees at MH.

Conclusion

Pursuant to the above stated facts, it is Ms. Godinez' theory that MH are in violation of Labor Code Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 2802, and Wage Order 5, Sections 3, 7, 11 and 12. It is Ms. Godinez contention that all similarly situated employees at MH are subjected to all of the above mentioned violations as MH employees.

Sincerely,
Jackson Law, APC

Armond M. Jackson

EXHIBIT C