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Attorneys for Plaintiff and the Proposed Class

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

MARIA SANDOVAL NUNEZ, an individual,  
on behalf of herself and others similarly  
situated,

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Hon.  
Maren Nelson in Dept. 17]

**SUPPLEMENTAL DECLARATION OF  
KELSEY M. SZAMET IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: November 23, 2021

Time: 9:00 a.m.

Dept.: 17

Complaint Filed: February 25, 2020

FAC Filed: May 4, 2020

SAC Filed: February 11, 2021

Trial Date: None Set

1                                   **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2           I, Kelsey M. Szamet, state and declare as follows:

3           1.       I am an attorney admitted before all courts of the State of California and a partner  
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action.

5           2.       I have personal knowledge of the facts set forth herein, and if called upon as a  
6 witness, I could and would testify competently thereto.

7           3.       I graduated cum laude from the University of California, San Diego in 2004 with a  
8 degree in Human Development. I graduated from the University of California, Los Angeles  
9 School of Law in 2008. I am admitted to practice before the following Courts: United States  
10 Supreme Court; United States District Court, Northern, Eastern, Southern and Central of  
11 California; all California State Courts.

12          4.       I am completely familiar with the present litigation, including the pleadings,  
13 discovery, and filings submitted in this matter. I have been involved in all aspects of litigation of  
14 this matter and the settlement discussions leading to the present proposed settlement before the  
15 Court.

16          5.       I make this Supplemental Declaration in support of Plaintiff's Motion for  
17 Preliminary Approval of the Class Action Settlement submitted to this Court on February 24, 2021;  
18 in response to the Court's comments at the June 29, 2021 hearing; and in response to the Court's  
19 checklist of June 29, 2021. The continued hearing date is November 23, 2021 at 9:00 a.m. in  
20 Department 17.

21                                   **KULLAR ANALYSIS**

22          6.       To prepare for mediation, Defendant's counsel provided Plaintiff's counsel with  
23 the number of proposed class members for four (4) years prior to filing, the total number of  
24 former employees in the class during the covered period, the total number of workweeks at issue  
25 during the covered period, the total number of pay periods from one (1) year prior to the date the  
26 PAGA letter was sent, and the average hourly rate of pay for the proposed class. Defense  
27 counsel also produced time and pay data for a random sampling of 20% of the class members.

28          7.       I worked with an expert to review and analyze the raw time and pay data. I

1 worked with the same expert to create a damage model to understand Defendant's maximum  
2 potential exposure for the claims alleged.

### 3 **SETTLEMENT FUNDING**

4 8. In response to the checklist and the Court's comments at the June 29th hearing, the  
5 Parties met and conferred and amended the Settlement Agreement regarding the Settlement  
6 funding (See ¶III.15) attached hereto as Exhibit "1" with the redlined version attached as Exhibit  
7 "2" for ease of the Court's review.

8 9. The amended Settlement Agreement removes the payment plan and reflects a one-  
9 time lump sum payment of the total settlement amount by Defendant.

### 10 **SCOPE OF RELEASE**

11 10. Plaintiff amended her letter to the LWDA adding factual allegations related to the  
12 alleged unpaid wages claim in violation of Labor Code §§ 510, 1194, and 1199. A copy of the  
13 amended PAGA letter submitted to the LWDA on July 1, 2021 is attached hereto as Exhibit "3".

14 11. The Parties also amended the PAGA Release in the Settlement Agreement (See  
15 ¶I.34) attached hereto as Exhibit "1".

### 16 **NOTICE OF CLASS ACTION SETTLEMENT**

17 12. Following the Court's checklist, the parties met and conferred and revised the  
18 Notice of Class Action Settlement. The revised Notice of Class Action Settlement and redlined  
19 version are attached to Exhibit "1" and Exhibit "2", respectively, as Exhibit "A."

### 20 **EXHIBITS**

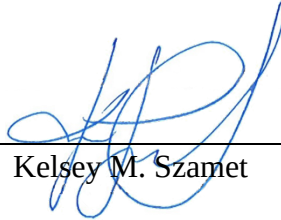
21 13. Attached hereto as Exhibit "1" is a true and correct copy of the clean Amended  
22 Settlement Agreement.

23 14. Attached hereto as Exhibit "2" is a true and correct copy of the redlined Amended  
24 Settlement Agreement.

25 15. Attached hereto as Exhibit "3" is a true and correct copy of the amended PAGA  
26 letter.

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

1           This Supplemental Declaration was executed this 27th day of October, 2021, in Altadena,  
2 California.

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Kelsey M. Szamet

EXHIBIT "1"

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Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ an individual,  
on behalf of herself and others similarly  
situated

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND RELEASE  
OF CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by  
2 and between Plaintiff MARIA SANDOVAL NUNEZ, individually and on behalf of the Settlement  
3 Class and the State of California, as a private attorney general, on the one hand, and Defendant  
4 MERRITT HOSPITALITY, LLC on the other hand.

5 This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding  
6 on Plaintiff, the current and former employees se seeks to represent, the Settlement Class, the  
7 PAGA Members, the State of California, and on Defendant and subject to the definitions, recitals,  
8 and terms set forth herein and the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of  
12 California for the County of Los Angeles, entitled MARIA SANDOVAL NUNEZ, an individual,  
13 on behalf of herself and others similarly situated, NUNEZ v. MERRITT HOSPITALITY, LLC,  
14 and Does 1 thru 50, inclusive, Defendants, Case No. 20STCV07198 filed on February 25, 2020.

15 **2. Class Counsel**

16 “Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court approval, shall  
17 act as counsel for the Settlement Class.

18 **3. Class Counsel Award**

19 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution  
20 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this  
21 Lawsuit.

22 **4. Class Information**

23 “Class Information” or “Class Data” means information regarding Settlement Class  
24 members that Defendant will in good faith compile from their records and provide to the  
25 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include:  
26 each Settlement Class Member’s full name; last known address; last known home telephone  
27 number; social security number; and dates of employment.

28 ///

1           **5.     Class Members or Settlement Class Members**

2           “Class Members” or “Settlement Class Members” means all persons employed by  
3 Defendant as hourly non-exempt employees at the Warner Center Marriott during the Class Period.

4           **6.     Class Period**

5           “Class Period” means the period beginning February 25, 2016, up to January 22, 2021.

6           **7.     Class Representative**

7           “Class Representative” means Plaintiff MARIA SANDOVAL NUNEZ.

8           **8.     Class Representative Enhancement Award**

9           “Class Representative Enhancement Award” means the amount that the Court authorizes  
10 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of  
11 Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for  
12 executing a general release with Defendant.

13          **9.     Work Weeks**

14          “Work Weeks” means the number of weeks in which Settlement Class Member(s) were  
15 employed by Defendant at the Warner Center Marriott during the Class Period based on  
16 Defendant's records.

17          **10.    Complaint**

18          “Complaint” means the operative complaint, filed in the Action.

19          **11.    Court**

20          “Court” means the Superior Court for the County of Los Angeles, State of California.

21          **12.    Defendant**

22          “Defendant” means Defendant MERRITT HOSPITALITY, LLC.

23          **13.    Effective Date**

24          “Effective Date” of the Settlement means the date on which the Court’s order granting  
25 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the  
26 following events: (i) the day after the last day by which a notice of appeal of the order may be  
27 timely filed with the California Court of Appeal, and none is filed; (ii) if an appeal is filed and is  
28 finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a

request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

**14. Final Approval Hearing**

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

**15. Final Approval Order**

"Final Approval Order" means the proposed order granting final approval of the Parties' settlement, in a form substantially similar to the order attached hereto as Exhibit C.

**16. Final Judgment**

"Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claim for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). The final judgment shall be disseminated to Settlement Class Members by way of the Settlement Administration website.

**17. Gross Settlement Fund**

"Gross Settlement Fund" means \$190,000 to be paid by Defendant in full settlement of the Released Claims, and includes without limitation the Class Counsel Award, Class Representative Enhancement Award, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

**18. Individual Settlement Payment**

"Individual Settlement Payment" means the amount paid from the Net Settlement Fund to a Participating Class Member, based upon his/her Work Weeks.

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1           **19.    LWDA**

2           “LWDA” means the California Labor and Workforce Development Agency.

3           **20.    Net Settlement Fund**

4           “Net Settlement Fund” means the Gross Settlement Fund, less Court-approved Class  
5 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement  
6 Administration Costs.

7           **21.    Notice of Class Action Settlement**

8           “Notice of Class Action Settlement” means the Notice of Pendency of Class Action  
9 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as  
10 Exhibit A, which shall include an approximation of each Settlement Class Member’s anticipated  
11 Individual Settlement Payment. It is the notice approved by the Parties and subject to Court  
12 approval explaining the terms of this Agreement and the settlement process, which the Settlement  
13 Administrator will mail to each Settlement Class Member in English and Spanish.

14          **22.    PAGA**

15          “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor  
16 Code §§ 2699 et seq.

17          **23.    PAGA Letter**

18          “PAGA Letter” means the letter that will be sent to the PAGA Members with their  
19 individual PAGA Payments explaining the PAGA Payment.

20          **24.    PAGA Member or Aggrieved Employee**

21          “PAGA Member” or “Aggrieved Employee” means all persons employed by Defendant as  
22 hourly non-exempt employees at the Warner Center Marriott during the PAGA Period regardless  
23 of whether they opt out of the Class Settlement.

24          **25.    PAGA Payment**

25          “PAGA Payment” means the payment made hereunder to the LWDA and PAGA Members  
26 pursuant to PAGA.

27        ///

1           **26.    PAGA Payment Ratio**

2           “PAGA Payment Ratio” means respective pay periods during which a PAGA Member was  
3 employed in proportion to the aggregate number of pay periods all PAGA Members were  
4 employed.

5           **27.    PAGA Period**

6           “PAGA Period” means the period beginning February 25, 2019, up to January 22, 2021.

7           **28.    Participating Class Members**

8           “Participating Class Members” means those Class Members who did not file a valid and  
9 timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

10          **29.    Parties**

11          “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
12 Plaintiff or Defendant, individually.

13          **30.    Payment Ratio**

14          “Payment Ratio” means the respective Work Weeks during which an employee was  
15 employed, in proportion to the aggregate number of Work Weeks all Settlement Class members  
16 were employed.

17          **31.    Plaintiff**

18          “Plaintiff” means Plaintiff MARIA SANDOVAL NUNEZ.

19          **32.    Preliminary Approval Date**

20          “Preliminary Approval Date” means the date on which the Court issues an order granting  
21 preliminary approval of the proposed settlement in a form substantially similar to the order  
22 attached hereto as Exhibit B.

23          **33.    Released Class Settlement Claims**

24          “Released Claims” means any and all claims that are asserted in the operative complaint  
25 and which could have been asserted based on the facts alleged in the complaint, which are or could  
26 be the basis of claims for failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512;  
27 failure to provide rest breaks pursuant to Labor Code § 226.7; failure to pay wages pursuant to  
28 Labor Code §§ 510, 1194, and 1199; penalties pursuant to Labor Code § 203, failure to issue

1 accurate itemized wage statements under Labor Code § 226(a); violation of Business &  
2 Professions Code § 17200; and claims for restitution and other equitable relief, liquidated damages,  
3 punitive damages, or penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and  
4 1199.

5 **34. Released PAGA Claims**

6 “Released PAGA Claims” means any and all claims for penalties under the Labor Code  
7 Private Attorneys General Act of 2004 for a violation of Labor Code §§203, 226(a), 226.7, 510,  
8 512, 1194, and 1199.

9 **35. Released Parties**

10 “Released Parties” means Defendant, SWVP Warner Center Hotel, LLC and any of their  
11 respective former and present parents, subsidiaries, affiliates, officers, directors, employees,  
12 partners, members, shareholders, attorneys, agents, successors, assigns, or legal representatives.

13 **36. Request for Exclusion**

14 “Request for Exclusion” means a letter setting forth a Class Member’s name, present  
15 address, and a simple statement electing to be excluded from the Settlement.

16 **37. Response Deadline**

17 “Response Deadline” means the date sixty (60) days after the Settlement Administrator  
18 mails the Notice of Class Action Settlement to Settlement Class members, which is the last date  
19 on which Settlement Class members may: (a) submit a Request for Exclusion; (b) mail or email  
20 written objections to the settlement to the Settlement Administrator; or (c) dispute the information  
21 contained in the Notice of Class Action Settlement.

22 **38. Settlement**

23 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to  
24 this Joint Stipulation of Class Action Settlement and Release of Claims.

25 **39. Settlement Administrator**

26 “Settlement Administrator” means the third-party company that the Parties have jointly  
27 selected to be responsible for administering the Settlement. This Settlement Administrator is  
28 ILYM Group, Inc.

1           **40.    Settlement Administrator Costs**

2           “Settlement Administrator Costs” means the amount to be paid to the Settlement  
3 Administrator from the Gross Settlement Fund for administration of this Settlement.

4           **II.    RECITALS**

5           **1.    Class Certification.**

6           The Parties stipulate to class certification for purposes of settlement only. If the Court does  
7 not grant either preliminary or final approval of this Settlement, the Parties agree that this  
8 stipulation regarding class certification will be revoked and the Parties will return to a point in  
9 litigation prior to the execution of this Agreement.

10          **2.    Procedural History.**

11          On February 25, 2020, Plaintiff filed a Class Action Complaint and a notice with  
12 California’s Labor and Workforce Development Agency (“LWDA”) regarding her intent to file  
13 an action seeking civil penalties under PAGA. On May 4, 2020, Plaintiff filed a First Amended  
14 Complaint (“FAC”), adding the PAGA claim based on the facts previously alleged in the  
15 Complaint.

16          The operative Complaint alleges claims for: (1) Failure to Provide Meal Breaks Pursuant  
17 to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code §  
18 226.7; (3) Penalties Pursuant to Labor Code § 203; (4) Failure to issue accurate itemized wage  
19 statements under Labor Code § 226(a); (5) Violation of Business & Professions Code § 17200;  
20 and (6) Penalties Pursuant to Labor Code § 2699, et seq.

21          Pursuant to this agreement, Plaintiff will amend her Complaint to add a cause of action for  
22 failure to pay wages pursuant to Labor Code §§510, 1194, and 1199. The Parties will jointly  
23 stipulate to amendment of the Complaint.

24          After the matter was at issue, the Parties began to engage in informal discovery to  
25 understand the nature of the allegations and the scope of potential liability. Defendant provided  
26 Plaintiff’s counsel with pertinent data for the Class Members so that the Parties could fully-  
27 investigate the claims at issue and understand their strengths and weaknesses.

28          On November 23, 2020, the Parties attended a full-day mediation with experienced

1 mediator Hon. Jeffrey Krivis. The mediator made a settlement proposal that day and, in December  
2 2020, the Parties accepted the settlement proposal, as provided herein, to settle Plaintiff's claims  
3 on a class-wide basis.

4 Defendant denies any liability or wrongdoing of any kind associated with the claims  
5 asserted in Plaintiff's Complaint, disputes the damages and penalties claimed by Plaintiff, and  
6 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate  
7 for class or representative action treatment. This Stipulation is a compromise of disputed claims.  
8 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry  
9 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the  
10 merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other  
11 things, that, at all times, it has complied with all applicable state, federal and local laws related to  
12 the Settlement Class members' employment.

13 The Class Representative is represented by Class Counsel. Class Counsel conducted an  
14 investigation into the facts relevant to the Lawsuit, including reviewing documents and  
15 information provided by Defendant. Based on their own independent investigation and evaluation,  
16 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,  
17 and in the best interest of the Settlement Class in light of all known facts and circumstances,  
18 including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a  
19 class and representative action trial on the merits, and numerous potential appellate issues.  
20 Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid  
21 the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and  
22 forever settle, compromise and discharge all disputes and claims arising from or relating to the  
23 Actions on the terms set forth herein.

24 **3. Benefits of Settlement to Class Members.**

25 Plaintiff and Class Counsel recognize the expense and length of continued proceedings  
26 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has  
27 also taken into account the uncertainty and risk of the outcome of further litigation, and the  
28 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of

1 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both  
2 generally and in response to Defendant's defenses thereto, and the difficulties in establishing  
3 damages for the Settlement Class members. Plaintiff and Class Counsel have also taken into  
4 account Defendant's agreement to enter into a settlement that confers substantial relief upon the  
5 members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that  
6 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,  
7 reasonable, and adequate and is in the best interest of the putative class in light of all known facts  
8 and circumstances, including the risk of significant delay, defenses asserted by Defendant,  
9 Defendant's financial condition, numerous potential appellate issues, and other risks inherent in  
10 litigation.

11 **4. Defendant's Reasons for Settlement.**

12 Defendant has concluded that any further defense of this litigation would be protracted and  
13 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have  
14 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the  
15 claims asserted by Plaintiff and Settlement Class members. Defendant has also taken into account  
16 the risks of further litigation in reaching its decision to enter into this Settlement. Even though  
17 Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in  
18 this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set  
19 forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has  
20 complied with all applicable state, federal, and local laws.

21 **5. Settlement of Disputed Claims.**

22 This Agreement is a compromise of disputed claims. Defendant has claimed and continues  
23 to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class  
24 members have claimed and continue to claim that the Released Claims have merit and give rise to  
25 liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing  
26 contained in this Agreement, no documents referred to herein, and no action taken to carry out this  
27 Agreement, may be construed or used as an admission by or against the Settlement Class members  
28 or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

1 **III. TERMS OF AGREEMENT**

2 **1. Release as To All Participating Class Members.**

3 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, the  
4 Participating Class Members, including Plaintiff, release the Released Parties from the Released  
5 Claims for the Class Period.

6 **2. Release as To All PAGA Members.**

7 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, the  
8 PAGA Members, including Plaintiff, release the Released Parties from the Released PAGA Claims  
9 for the PAGA Period.

10 **3. Release of Claims by Plaintiff**

11 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, Plaintiff  
12 releases the Released Parties from all of the Released Claims during the Class Period. Plaintiff, for  
13 herself and her heirs, successors and assigns, further waives, releases, acquits and forever  
14 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances  
15 and causes of action, of whatever nature, whether known or unknown, which exist or may exist on  
16 Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort  
17 claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit  
18 claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional  
19 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit  
20 claims, and any and all claims arising under any federal, state or other governmental statute, law,  
21 regulation or ordinance, including, but not limited to, claims for violation of the FLSA, the  
22 California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other  
23 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in  
24 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil  
25 Rights Act of 1964, the California Fair Employment and Housing Act, the California Family  
26 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California  
27 Business & Professions Code §§17200 et seq., and any and all claims arising under any federal,  
28 state or other governmental statute, law, regulation or ordinance.

1 Plaintiff's releases set forth herein include a waiver of all rights under California Civil  
2 Code §1542, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
6 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**  
7 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
8 **THE DEBTOR OR RELEASED PARTY.**

9 Plaintiff may hereafter discover claims or facts in addition to, or different from, those  
10 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever  
11 settle and release any and all claims against the Released Parties, known or unknown, suspected  
12 or unsuspected, which exist or may exist on behalf of or against the other at the time of execution  
13 of this Agreement, including, but not limited to, any and all claims relating to or arising from  
14 Plaintiff's employment with Defendant.

15 **4. Tax Liability and Medicare.**

16 The Parties make no representations as to the tax treatment or legal effect of the payments  
17 called for hereunder, and Settlement Class members are not relying on any statement or  
18 representation by the Parties in this regard. Participating Class Member' understand and agree  
19 that they will be responsible for the payment of taxes and penalties assessed on the payments  
20 described herein and will hold the Parties free and harmless from and against any claims resulting  
21 from treatment of such payments as non-taxable damages, including the treatment of such payment  
22 as not subject to withholding or deduction for payroll and employment taxes. Moreover, this  
23 Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The  
24 Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42  
25 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved  
26 this matter in compliance with both state and federal law. The Parties made every effort to  
27 adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff  
28 warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff  
is not a Medicare recipient as of the date of this Agreement, no conditional payments have been  
made by Medicare.

1           **5. Circular 230 Disclaimer.**

2           Each Party to this Agreement (for purposes of this section, the “acknowledging party” and  
3 each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges  
4 and agrees that (1) no provision of this Agreement, and no written communication or disclosure  
5 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor  
6 shall any such communication or disclosure constitute or be construed or be relied upon as, tax  
7 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,  
8 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
9 independent legal and tax counsel for advice (including tax advice) in connection with this  
10 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other  
11 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
12 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty  
13 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party  
14 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax  
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
16 acknowledging party of the tax treatment or tax structure of any transaction, including any  
17 transaction contemplated by this Agreement.

18           **6. Preliminary Approval of Settlement.**

19           Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying  
20 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.  
21 The Motion for Preliminary Approval is set to be heard on March 18, 2021. All Parties agree to  
22 work diligently and cooperatively to have this Settlement presented to the Court for preliminary  
23 approval. The proposed preliminary approval order shall provide for the Notice of Class Action  
24 Settlement to be sent to Settlement Class members as specified herein.

25           **7. Settlement Administrator.**

26           Within fourteen (14) days of the Court granting preliminary approval of this Agreement,  
27 Defendant shall provide the Settlement Administrator with the Class Information for purposes of  
28 mailing the Notice of Class Action Settlement to the Settlement Class members. No later than three

(3) days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Settlement Class members.

**8. Notice by First Class U.S. Mail.**

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fifteen (15) days of receipt of the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all Settlement Class members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

**9. Undeliverable Notices.**

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within five (5) days of receiving notice that a notice was undeliverable. Settlement Class members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

**10. Disputes Regarding Individual Settlement Payments.**

Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline via letter or email to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is

1 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,  
2 any Individual Settlement Payments under the terms of this Agreement. The Settlement  
3 Administrator's determination of the eligibility for and amount of any Individual Settlement  
4 Payment shall be subject to review by the Court as needed. The Court's determination will binding  
5 upon the Settlement Class members and the Parties. In the absence of circumstances indicating  
6 fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of  
7 accuracy.

8 **11. Disputes Regarding Administration of Settlement.**

9 Any disputes not resolved by the Settlement Administrator concerning the administration  
10 of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to  
11 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the  
12 disputes without the necessity of involving the Court.

13 **12. Exclusions.**

14 The Notice of Class Action Settlement shall state that Settlement Class members who wish  
15 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response  
16 Deadline by mail or email. The Request for Exclusion: (1) must contain the name and address of  
17 the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that  
18 the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by the  
19 Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline  
20 and returned to the Settlement Administrator at the specified address or fax number. The Request  
21 for Exclusion will be deemed invalid if it does not contain a Settlement Class Member's name,  
22 address, and signature. The date of the postmark on the return mailing envelope or fax stamp on  
23 the Request for Exclusion shall be the exclusive means used to determine whether a Request for  
24 Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded  
25 from the Settlement Class will not be entitled to any recovery under the Settlement and will not be  
26 bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.  
27 However, any PAGA Member who opts out will still receive a pro rata share of the PAGA  
28 Payment, and will be bound by the PAGA Release. Settlement Class members who fail to submit

1 a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by  
2 all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is  
3 approved by the Court. No later than seven (7) calendar days after the Response Deadline, the  
4 Settlement Administrator shall provide counsel for the Parties with a complete list of all members  
5 of the Settlement Class who have timely submitted a Request for Exclusion.

6 **13. Objections.**

7 The Notice of Class Action Settlement shall state that Settlement Class members who wish  
8 to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing.  
9 Any written objection (“Notice of Objection”) must be mailed or emailed to the Settlement  
10 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed  
11 the exclusive means for determining that a Notice of Objection was timely received. The Notice  
12 of Objection must be signed by the Settlement Class Member and state: (1) the full name and  
13 address of the Settlement Class Member; and (2) the basis for the objection. Class Counsel will  
14 ensure that any Notice of Objection received by the Settlement Administrator by the Response  
15 Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties  
16 may file a responsive document to any objection before the Final Approval Hearing. Any attorney  
17 who will represent an individual objecting to this Settlement who has not filed a written objection  
18 must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant  
19 no later than the Response Period Deadline. Class Counsel shall not represent any Settlement Class  
20 members with respect to any such objections.

21 Any Class Member who fails to submit a timely written objection or to present an objection  
22 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall  
23 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

24 **14. No Solicitation of Settlement Objections or Exclusions.**

25 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no  
26 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement  
27 Class members to submit either written objections to the Settlement or requests for exclusion from  
28 the Settlement, or to appeal from the Court’s Final Judgment.

1           **15.    Funding and Allocation of Gross Settlement Fund.**

2           The Gross Settlement Fund will be paid in a lump sum of \$190,000.00 10 days after the  
3 Effective Date.

4           **16.    Net Settlement Fund.**

5           The Net Settlement Fund will be determined by the Settlement Administrator by  
6 subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment,  
7 and Settlement Administrator Costs from the Gross Settlement Fund. The anticipated Net  
8 Settlement Fund is \$87,166.67. The Parties estimate the amount of the Net Settlement Fund as  
9 follows:

|                                         |           |                                                                               |
|-----------------------------------------|-----------|-------------------------------------------------------------------------------|
| Gross Settlement Fund:                  | \$        | \$190,000                                                                     |
| Class Representative Enhancement Award: | \$        | \$5,000.00                                                                    |
| Class Counsel Fees:                     | \$        | \$63,333.33                                                                   |
| Class Counsel Costs:                    | \$        | \$15,000.00                                                                   |
| PAGA Payment                            | \$        | \$10,000                                                                      |
|                                         |           | <i>(\$7,500 to the LWDA and \$2,500 to remain in the Net Settlement Fund)</i> |
| Settlement Administrator Costs:         | \$        | \$12,000                                                                      |
| <b>Net Settlement Fund</b>              | <b>\$</b> | <b>\$87,166.67</b>                                                            |

17           This is a non-reversionary Settlement in which Defendant is required to pay the entire  
18 Gross Settlement Fund, which includes, the Class Counsel Award, Class Representative  
19 Enhancement Award, Individual Settlement Payments, PAGA Payment, and Settlement  
20 Administrator Costs. No portion of the Gross Settlement Fund will revert to Defendant.  
21 Defendant's share of payroll taxes and other required withholdings from Individual Settlement  
22 Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid  
23 separately from, and in addition to, the Gross Settlement Fund.

24           **17.    Individual Settlement Payments.**

25           Individual Settlement Payments will be paid from the Net Settlement Fund and shall be  
26 paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be  
27 mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing  
28 address within seven calendar days after Defendant makes the final settlement payment. All

Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages and eighty percent (80%) as interest and statutory penalties.

**18. Class Member's Payment Ratio.**

Participating Class Members will be paid on a pro-rata basis. A Participating Class Member's Individual Settlement Payment will be based on the number of Workweeks during which s/he was employed in proportion to the aggregate number of workweeks that all Settlement Class members were employed. Said differently, the total number of workweeks will be divided by the net settlement amount to determine a per workweek amount. This per workweek amount will be multiplied by the Participating Class Members individual workweeks to determine their award. PAGA Member payments are based on workweeks during the PAGA statute of limitations and only the Net PAGA penalty amount will be divided amongst that group. In a similar fashion to Participating Class Members, the total number of workweeks for PAGA Members will be divided by the net settlement amount to determine a per workweek amount. This per workweek amount will be multiplied by the PAGA Members individual workweeks to determine their PAGA award.

**19. PAGA Payments**

The PAGA Payment is \$10,000 with 75% (\$7,500) allocated to the LWDA and 25% (\$2,500) allocated to the PAGA Members on a pro rata basis based on the PAGA Payment Ratio. PAGA Members will not be provided with the opportunity to opt out of the PAGA Settlement, and PAGA Members shall be covered by the PAGA Release regardless of whether they request exclusion from the Class Settlement. If the Court approves the PAGA Payment, the Claims Administrator will mail out checks and the PAGA Letter to the PAGA Members at the same time the Settlement Class Members are mailed their Individual Settlement Payments. No taxes will be withheld from the PAGA Payments to PAGA Members.

**20. Payment to Class Members.**

Checks shall be made payable to each Participating Class Member for payment of each Participating Class Member's Individual Settlement Payment as set forth in section III, paragraph 18 of this Agreement.

1           **21.     Form of Payment to Class Member.**

2           The Individual Settlement Payment amount due to each Participating Class Member shall  
3 be paid in the form of a check to each Participating Class Member.

4           **22.     Unclaimed Settlement Payment(s).**

5           After one hundred and eighty (180) days of the mailing of the Individual Settlement  
6 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement  
7 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed  
8 Property Fund in the name of the Participating Class Member who did not cash his/her Settlement  
9 check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment  
10 process of uncashed funds. If, for some reason, the Court does not approve the escheatment of  
11 uncashed funds, the Parties agree to proceed pursuant to California Code of Civil Procedure section  
12 384, distribute uncashed funds as described therein, and agree upon the non-profit Bet Tzedek  
13 Legal Services as the cy pres designee pursuant to Code of Civil Procedure section 384(b)(3)(C).

14           **23.     Class Representative Enhancement Award.**

15           Plaintiff will request that the Court approve a Class Representative Enhancement Award  
16 of up to \$5,000.00. Subject to Court approval, in exchange for the release of all Released Claims  
17 and for their time and effort in bringing and prosecuting this matter, Plaintiff shall be paid a Class  
18 Representative Enhancement Award of up to \$5,000.00. The Class Representative Enhancement  
19 Award shall be paid to Plaintiff on the same day that checks are mailed to Participating Settlement  
20 Class Members. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff  
21 for her respective Class Representative Enhancement Award. Plaintiff shall be solely and legally  
22 responsible to pay any and all applicable taxes on her Class Representative Enhancement Award  
23 and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes,  
24 penalties, or interest arising as a result of the Class Representative Enhancement Award. The  
25 Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual  
26 Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the  
27 Class Representative Enhancement Award and not granted by the Court shall return to the Net  
28 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

1           **24. Class Counsel Award.**

2           Class Counsel will request that the Court approve attorneys' fees in the amount of up to  
3 thirty-three and one-third percent (33.33%) of the Gross Settlement Fund (\$190,000) which  
4 amount is presently \$63,333.33. Class Counsel will request that the Court approve the  
5 reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of  
6 this matter from the Gross Settlement Fund not to exceed \$15,000.00. Class Counsel shall be paid  
7 any Court-approved fees and costs on the same day that checks are mailed to Participating  
8 Settlement Class Members. Class Counsel shall be solely and legally responsible to pay all  
9 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator  
10 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this  
11 paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any  
12 particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the  
13 Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be  
14 distributed to Participating Class Members as provided in this Agreement.

15           **25. Settlement Administrator Costs.**

16           The Parties agree to allocate up to \$12,000 of the Gross Settlement Fund for Settlement  
17 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make  
18 payments, credits and disbursements to Settlement Class members in the manner set forth herein,  
19 calculated in accordance with the methodology set out in this Agreement and orders of the Court.  
20 The Parties agree to cooperate in the Settlement administration process and to make all reasonable  
21 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.  
22 The Settlement Administrator shall be paid any Court-approved fees and costs on the same day  
23 that checks are mailed to Participating Settlement Class Members. If the settlement administration  
24 costs exceed \$12,000, the additional costs will be paid from the Gross Settlement Fund, subject to  
25 Court approval.

26           **26. Responsibilities of the Settlement Administrator.**

27           The Settlement Administrator shall be responsible for the following: processing and  
28 mailing payments to Plaintiff, Class Counsel, and Participating Class Members; making required

1 payment of taxes and tax reporting; printing, and mailing the Notice of Class Action Settlement  
2 and tax forms to the Participating Class Members as directed by the Court; receiving and reporting  
3 the requests for exclusion and objections submitted by Settlement Class members; providing  
4 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and  
5 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to  
6 perform. The Settlement Administrator shall keep the Parties timely apprised of the performance  
7 of all Settlement Administrator responsibilities.

8 **27. Payment to the LWDA.**

9 A total payment of \$10,000 from the Gross Settlement Fund will be allocated as the PAGA  
10 Payment to be paid as penalties under the Labor Code Private Attorneys General Act of 2004, to  
11 the LWDA. Seventy-five percent (75%) of the PAGA Payment or \$7,500 will be paid to the  
12 LWDA and the remaining twenty-five (25%) or \$2,500 shall be paid to PAGA Members.

13 **28. Final Approval Hearing and Entry of Final Judgment.**

14 Upon expiration of the Response Deadline, with the Court's permission, a final approval  
15 hearing shall be conducted to determine final approval of the Settlement along with the amount  
16 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement  
17 Award; (iii) Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v)  
18 PAGA Payment.

19 **29. Final Approval Order.**

20 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after  
21 the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B.  
22 Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this  
23 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to  
24 carry out the provisions of this Agreement.

25 **30. Nullification of Settlement Agreement.**

26 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court  
27 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as  
28 provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement

1 Agreement shall be null and void and any order or judgement entered by the Court in furtherance  
2 of this Settlement shall be treated as void from the beginning. To the extent the total number of  
3 opt outs exceed 5%, Defendant has the option to nullify this settlement within ten (10) court days  
4 of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of  
5 such events occur causing the Settlement Agreement to become null and void, the Parties shall  
6 proceed in all respects as if this Agreement had not been executed, except that any fees already  
7 incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or  
8 Defendant will be solely responsible for the costs incurred for the settlement administration should  
9 it exercise its' option to nullify this agreement. The return of any paid Settlement funds to  
10 Defendant shall occur no later than five (5) business days after one or more of the triggering events  
11 leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or  
12 any other appellate review is sought, administration of the Settlement shall be stayed pending final  
13 resolution of the appeal or other appellate review, but any fees incurred by the Settlement  
14 Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment,  
15 or any other appellate review, shall be paid to the Settlement Administrator by Defendant within  
16 thirty (30) days of said notification.

17 **31. Increase in Class Members.**

18 It was represented to Class Counsel that the Settlement Class is estimated to be 261 people.  
19 Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the  
20 Class Data is consistent with these representations. To the extent the number of Settlement Class  
21 members increases beyond 261 by more than 5%, Defendant shall have the option to increase the  
22 Gross Settlement Fund by a proportionate amount. For example, if the number of Settlement Class  
23 members increases by 6%, Defendant shall have the right to increase the Gross Settlement Fund  
24 by 6%. If the increase causes an increase of the cost of Settlement Administration beyond the  
25 amount that has been approved by the Court, Defendant shall separately bear the increased cost of  
26 Settlement Administration outside of the Gross Settlement Fund. If Defendant fails to increase the  
27 Gross Settlement Fund proportionately or remit payment of the increased cost of Settlement  
28 Administration, Plaintiff shall have the right to terminate this Agreement within ten (10) days of

1 receipt of such notice from Defendant, and the Parties will be restored to their positions prior to  
2 the Settlement and the Settlement shall be null and void.

3 **32. No Effect on Employee Benefits.**

4 Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement  
5 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for,  
6 or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.)  
7 of Plaintiff or Settlement Class members.

8 **33. No Admission by Defendant.**

9 Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing  
10 whatsoever. This Agreement is not a concession or admission and shall not be used against  
11 Defendant as an admission or indication with respect to any claim of any fault, concession, or  
12 omission by Defendant.

13 **34. Exhibits and Headings.**

14 The terms of this Agreement include the terms set forth in any attached Exhibits, which are  
15 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are  
16 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this  
17 Agreement are inserted for convenience of reference only and do not constitute a part of this  
18 Agreement.

19 **35. Interim Stay of Proceedings.**

20 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil  
21 Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the  
22 proceedings necessary to implement and complete the Settlement.

23 **36. Amendment or Modification.**

24 This Agreement may be amended or modified only by a written instrument signed by  
25 counsel for all Parties or their successors-in-interest.

26 **37. Entire Agreement.**

27 Apart from the fully executed Memorandum of Understanding, which the Parties  
28 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the

entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

///

**38. Authorization to Enter into Settlement Agreement.**

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

**39. Binding on Successors and Assigns.**

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

**40. California Law Governs.**

All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

**41. Counterparts.**

1 This Agreement may be executed in one or more counterparts. All executed counterparts  
2 and each of them shall be deemed to be one and the same instrument.

3 **42. Jurisdiction of the Court.**

4 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
5 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this  
6 Agreement and all orders and judgments entered in connection therewith, and the Parties and their  
7 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,  
8 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in  
9 connection therewith. All terms of this Agreement are subject to approval by the Court.

10 **43. Invalidity of Any Provision.**

11 Before declaring any provision of this Agreement invalid, the Court shall first attempt to  
12 construe the provisions valid to the fullest extent possible consistent with applicable precedents so  
13 as to define all provisions of this Agreement valid and enforceable.

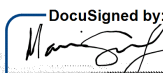
14 **44. Enforcement.**

15 If a Party to this Settlement Agreement institutes any legal action, arbitration, or other  
16 proceeding against any other Party or Parties to enforce the provisions of this Settlement  
17 Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing  
18 Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

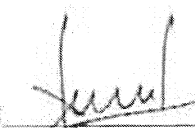
19  
20 WHEREFORE, Plaintiff, on behalf of herself, the Settlement Class members, the PAGA  
21 Members and the State of California, and Defendant has executed this Agreement as of the dates  
22 set forth below.

23 **IT IS SO AGREED:**

24  
25 Dated: October 24, 2021

By:   
MARIA DOVAL NUNEZ  
9875F462795348B

26  
27  
28 Dated: 10/05/2021

By:   
NIGEL HURST, EVP HR.

MERRITT HOSPITALITY, LLC

APPROVED AS TO FORM AND CONTENT:

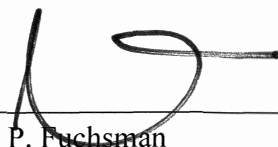
Dated: October 25, 2021

**KINGSLEY & KINGSLEY APC**

By:   
Kelsey M. Szamet  
Attorneys for Plaintiff and all Proposed Class  
Members

Dated: 10/5/2021

**BALLARD, ROSENBERG, GOLPER  
& SAVITT, LLP**

By:   
Jeffrey P. Fuchsman  
Attorneys for Defendant MERRITT  
HOSPITALITY, LLC

# **EXHIBIT “A”**

[CLASS MEMBER NAME]

**MARIA SANDOVAL NUNEZ v. MERRITT HOSPITALITY, LLC**

**Superior Court of the State of California, County of Los Angeles  
Case No.: 20STCV07198**

If you are a current or former employee for MERRITT HOSPITALITY, LLC (“Merritt Hospitality” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as:  
  
“all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the Class Period.”
- The “Class Period” means the period beginning February 25, 2016, up to January 22, 2021.
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to provide lawful meal and rest periods, failed to pay wages, failed to pay lawful wages upon termination or resignation, failed to provide accurate itemized wage statements, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” Defendant denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- The “PAGA Period” means the period beginning February 25, 2019, up to January 22, 2021.
- “PAGA Member” or “Aggrieved Employee” means all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA Period regardless of whether they opt out of the Class Settlement. Accordingly, you will still receive a pro rata share of the PAGA Payment even if you opt and, and you will be bound by the PAGA Release (See Section 8 Below).
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.
- You will not be penalized or retaliated against by Merritt Hospitality for participating in this class action settlement. If you are currently employed by Merritt Hospitality, your

employment will not be affected in any way. Current employees of Merritt Hospitality who choose to participate in the settlement will not be required to resign and can continue to work for Merritt Hospitality.

- You have several options available to you:

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                   | By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Merritt Hospitality for claims that Defendant failed to provide lawful meal and rest periods; failed to pay wages; failed to pay lawful wages upon termination or resignation; failed to provide accurate itemized wage statements; engaged unfair business practices; or is subject to PAGA penalties during the Class Period. |
| <b>ASK TO BE EXCLUDED (OPT OUT)</b> | Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Merritt Hospitality.<br><br>If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Merritt Hospitality for the same legal claims in this lawsuit.                                                                                                      |
| <b>OBJECT</b>                       | Object to the terms of this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                              |

**Your options are explained in this notice.  
To opt out or object, you must act by XXXX.**

**1. Why did I get this notice?**

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Merritt Hospitality's employees. You have received this notice because Merritt Hospitality's records indicate that you are a member of this class.

**2. What is this lawsuit about?**

This lawsuit was filed on February 25, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by Merritt Hospitality in the State of California. The operative complaint alleges class-wide causes of action against Merritt Hospitality for failure to provide lawful meal and rest periods under Labor Code §§ 226.7 and 512; failure to pay lawful wages upon termination or resignation under Labor Code § 203; failure to provide accurate itemized wage statements under Labor Code § 226(a); and unfair business practices under Business & Professions Code § 17200 et seq.; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq. Plaintiff amended the complaint to add a claim for wages pursuant to Labor Code §§ 510, 1194, and 1199.

**3. Has the Court decided who is right?**

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

**4. Why did this case settle?**

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

**5. What are the terms of the settlement and how much will I receive?**

The Gross Settlement Fund is \$190,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Class Representative Enhancement Award to Class Representative: \$5,000.00
- Attorneys' fees: \$63,333.33
- Litigation Costs: \$15,000.00
- Penalties to the Labor & Workforce Development Agency: \$7,500
- Claims Administration Costs: \$12,000

After these deductions, \$87,166.67 will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Fund").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class members.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims and 80% to settlement of claims for interest and statutory penalties.

According to Merritt Hospitality's records, the total number of workweeks that you worked as an employee *during the relevant time period* is \_\_\_\_\_. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these workweeks, your estimated settlement amount is \_\_\_\_\_.

**6. What if I disagree with the number of workweeks shown above?**

If you believe the information in the notice is incorrect regarding the number of workweeks, you will need to write a letter or email setting forth the number of workweeks that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or email your letter to:

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]

[Settlement Website Address]

You must submit such information by XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute. Should it be necessary, the Court will review the dispute and make the final and binding determination.

#### **7. What do I have to do to receive a share of the settlement?**

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

#### **8. What rights am I giving up?**

The claims you will Release by doing nothing are: any and all claims that are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, which are or could be the basis of claims for failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; failure to provide rest breaks pursuant to Labor Code § 226.7; failure to pay wages pursuant to Labor Code §§ 510, 1194, and 1199; penalties pursuant to Labor Code § 203, failure to issue accurate itemized wage statements under Labor Code § 226(a); violation of Business & Professions Code § 17200; and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

If you were employed during the PAGA Period, you will also Release: any and all claims for penalties under the Labor Code Private Attorneys General Act of 2004 for a violation of Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

#### **9. What if I do not wish to be involved?**

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing or emailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by XXXX.

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

Any request for exclusion: (1) must contain the name and address of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the

Settlement Administrator at the specified address or fax number. If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Merritt Hospitality separately about the claims made in this lawsuit.

#### 10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX by mail or email to:

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the Settlement Class Member; and (2) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than \_\_\_\_\_. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Los Angeles County Superior Court, on \_\_\_\_\_, 2021, at XX (a.m./p.m.) (Pacific Time).

|                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Class Counsel:</u><br>Eric B. Kingsley, Esq.<br>Kelsey M. Szamet, Esq.<br><b>Kingsley &amp; Kingsley, APC</b><br>16133 Ventura Blvd., Suite 1200<br>Encino, CA 91436<br>Telephone: (818) 990-8300 | <u>Counsel for Merritt Hospitality, LLC:</u><br>Jeffrey P. Fuchsman, Esq.<br><b>Ballard, Rosenberg, Golper &amp; Savitt, LLP</b><br>15760 Ventura Blvd., 18th Floor<br>Encino, CA 91436<br>Telephone: (818) 508-3700 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

#### 11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

**12. What happens next in the case?**

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 17 of the Los Angeles County Superior Court, on \_\_\_\_\_, 2021, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's enhancement award, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

You may appear in-person or remotely at the final approval hearing. You may appear in person by appearing at Dept. 17 of the Los Angeles County Superior Court on \_\_\_\_\_, 2021, at XX (a.m./p.m.) (Pacific Time). The address is 312 N Spring St, Los Angeles, CA 90012. You may appear remotely by [Settlement Admin to insert specific link once we secure from Court.]

**13. How can I receive more information?**

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Merritt Hospitality Settlement Administrator, ILYM Group, Inc. (listed above), or Class Counsel (listed above).

**14. Please keep the Settlement Administrator advised of any change of address.**

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

**15. How will notice of final judgment be given to the class?**

Notice of the final judgment will be posted on the settlement website by the Settlement Administrator.

**Please do not telephone the Court, the Office of the Clerk, or Merritt Hospitality's counsel for information regarding this settlement.**

## **EXHIBIT “B”**

**KINGSLEY & KINGSLEY, APC**  
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Attorneys for Plaintiff and all Proposed Class Members

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Encino, CA 91436  
Telephone: 818-508-3700/Fax: 818-506-4827

Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ an individual,  
on behalf of herself and others similarly  
situated

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: XX

Time: XX

Dept.: 17

Complaint Filed: February 25, 2020

FAC Filed: May 4, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement  
2 and Release of Claims (“Settlement Agreement”), a copy of which is attached as to Plaintiff’s  
3 Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came before this  
4 Court on XX. The Court, having considered the papers submitted in support of the motion of the  
5 parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the  
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The  
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement  
9 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant  
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval  
11 of the Settlement.

12 2. Settlement “Class Member(s)” means all persons employed by Defendant as hourly  
13 non-exempt employees at the Warner Center Marriott during the Class Period.

14 3. “PAGA Member” or “Aggrieved Employee” means all persons employed by  
15 Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA  
16 Period regardless of whether they opt out of the Class Settlement.

17 4. The Settlement falls within the range of reasonableness and appears to be  
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
19 and final approval by this Court.

20 5. The Court makes the following preliminary findings for settlement purposes  
21 only:

- 22 A. The Settlement Class, which consists of approximately 261 persons, is so  
numerous that joinder of all members is impracticable;
- 23 B. There appear to be questions of law or fact common to the Settlement  
24 Class for purposes of determining whether this Settlement should be  
approved;
- 25 C. Plaintiff’s claims appear to be typical of the claims being resolved through  
26 the proposed settlement;
- 27 D. Plaintiff appears to be capable of fairly and adequately protecting the  
28 interests of the Settlement Class Members in connection with the proposed  
settlement;

1 E. Common questions of law and fact appear to predominate over questions  
2 affecting only individual persons in the Settlement Class. Accordingly,  
the Settlement Class appears to be sufficiently cohesive to warrant  
settlement by representation; and

3 F. Certification of the Settlement Class appears to be superior to other  
4 available methods for the fair and efficient resolution of the claims of the  
Settlement Class.

5 6. The Court approves, as to form and content, the Notice to Class Members in  
6 substantially the form attached to the Settlement Agreement as Exhibit A (Class Notice).

7 7. The Court approves the procedure for Class Members to object to the Settlement as  
8 set forth in the Class Notice to Class Members.

9 8. The Court approves the procedure for Class Members to become Participating Class  
10 Members as set forth in the Claims Form to Class Members.

11 9. The Court directs the mailing of the Class Notice to Class Members by first class  
12 mail to the Class Members in accordance with the Implementation Schedule set forth below. The  
13 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the  
14 Implementation Schedule, meet the requirements of due process and provide the best notice  
15 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
16 entitled thereto.

17 10. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &  
18 Kingsley, APC as Class Counsel.

19 11. The Court confirms MARIA SANDOVAL NUNEZ as the Class Representative.

20 12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

21 13. The Court orders that pursuant to the California Private Attorneys General Act,  
22 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will  
23 continue to be given to the Labor & Workforce Development Agency.

24 ///

14. The Court orders the following Implementation Schedule for further proceedings:

|    |                                                                                  |                                                                          |
|----|----------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| a. | Preliminary Approval                                                             | XXXX                                                                     |
| b. | Deadline for Defendant to Provide Class Data to Settlement Administrator         | 10 business days from Preliminary Approval                               |
| c. | Mail Notice to Class Members                                                     | 15 calendar days from Settlement Administrator's receipt of Class Data   |
| d. | Deadline for Class Members to Postmark a Request for Exclusion                   | 60 calendar days from mailing of Notice Packet (judged by postmark date) |
| e. | Deadline for Class Members to Postmark Any Objection                             | 60 calendar days from mailing of Notice Packet (judged by postmark date) |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Class Settlement | To be determined by the Court                                            |
| g. | Deadline for Class Counsel to file Motion for Class Counsel Award                | To be determined by the Court                                            |
| h. | Final Approval Hearing                                                           | To be determined by the Court                                            |

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are

1 hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness  
3 Hearing from time to time without further notice to members of the Settlement Class.

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5 **DATED:** \_\_\_\_\_

6 **JUDGE OF THE SUPERIOR COURT**  
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# **EXHIBIT “C”**

**KINGSLEY & KINGSLEY, APC**  
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KELSEY M. SZAMET, Esq. (SBN 260264)  
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Attorneys for Plaintiff and all Proposed Class Members

**BALLARD, ROSENBERG, GOLPER & SA VITT, LLP**  
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Encino, CA 91436  
Telephone: 818-508-3700/Fax: 818-506-4827

Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ, an  
individual, on behalf of the State of  
California, as a private attorney general,

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING  
JUDGMENT**

Date: XX

Time: XX

Dept.: 17

Complaint Filed: February 25, 2020  
FAC Filed: May 4, 2020  
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff MARIA  
3 SANDOVAL NUNEZ ("Plaintiff") against Defendant MERRITT HOSPITALITY, LLC  
4 ("Defendant"). The Motion for Final Approval of Class Action Settlement came before this Court  
5 on XX.

6 **WHEREAS**, Judge Maren Nelson granted preliminary approval of the Joint Stipulation of  
7 Class Action Settlement and Release of Claims ("Settlement Agreement"), attached to the  
8 concurrently filed Declaration of Kelsey M. Szamet as Exhibit 1, on XX.

9 **WHEREAS**, Plaintiff MARIA SANDOVAL NUNEZ has applied to the Court for an order  
10 granting final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed  
12 Settlement and for entry of an order of final approval and entry of final judgment thereon. The  
13 Court having read and considered Plaintiff's Motion for Final Approval of Class Action  
14 Settlement; Motion for Approval of Approval of Attorneys' Fees and Costs; the Declarations of  
15 Kelsey M. Szamet, MARIA SANDOVAL NUNEZ, and XX of ILYM Group, Inc.; and the  
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the  
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and  
21 in compliance with California Code of Civil Procedure, the California and United States  
22 Constitutions (including the due process clauses), the California Rules of Court and any other  
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby  
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described  
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class  
28 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. There are XX (XX) valid requests for exclusion.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The  
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the  
5 questions of law and fact involved because in the context of the Settlement: (i) there are questions  
6 of law and fact common to the Class Members which, as to the Settlement and all related matters,  
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of  
8 the Class members; and (iii) in negotiating, entering into and implementing the Settlement,  
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest  
10 of the Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to  
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
14 Action, their right to object to or exclude themselves from the proposed Settlement and their right  
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and  
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements  
17 of the California Code of Civil Procedure, the California and United States Constitution (including  
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all  
20 persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott  
21 during the Class Period."

22 9. "PAGA Member" or "Aggrieved Employee" is defined as: "all persons employed  
23 by Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA  
24 Period regardless of whether they opt out of the Class Settlement."

25 10. The "Class Period" is: the period beginning February 25, 2016, up to 60 days from  
26 November 23, 2020 or the date of preliminary approval of the settlement by the Court, whichever  
27 is earlier.

28 11. The "PAGA Period" is: the period beginning February 25, 2019, up to the date of

1 preliminary approval of the settlement by the Court.

2 12. The Settlement Agreement is not an admission by Defendant, nor is this Final Order  
3 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final  
4 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
5 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or  
6 wrongdoing on the part of Defendant.

7 13. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and  
8 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to  
9 the following release, which provides:

10 any and all claims that are asserted in the operative complaint and  
11 which could have been asserted based on the facts alleged in the  
12 complaint, which are or could be the basis of claims for failure to  
13 provide meal breaks pursuant to Labor Code §§ 226.7 and 512;  
14 failure to provide rest breaks pursuant to Labor Code § 226.7; failure  
15 to pay wages pursuant to Labor Code §§ 510, 1194, and 1199;  
16 penalties pursuant to Labor Code § 203, failure to issue accurate  
17 itemized wage statements under Labor Code § 226(a); violation of  
18 Business & Professions Code § 17200; and claims for restitution and  
19 other equitable relief, liquidated damages, punitive damages, or  
20 penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512,  
21 1194, and 1199.

22 14. Plaintiff and all Settlement Class Members who have not been timely and properly  
23 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred  
24 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class  
25 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any  
26 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any  
27 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members  
28 into a separate class for purposes of pursuing as a purported class action (including by seeking to  
amend a pending complaint to include class allegations, or by seeking class certification in a  
pending action) any lawsuit based on or relating to the Released Claims;

15. The Settlement Agreement provides that the Gross Settlement Fund is \$190,000.  
The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement.

1           16.     The Court orders the calculations and the payments to be made and administered in  
2 accordance with the terms of the Settlement Agreement.

3           17.     The Court hereby finds that Plaintiff and Class Counsel adequately represented the  
4 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby  
5 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

6           18.     The Court hereby finds the unopposed application of Class Counsel for a costs and  
7 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light  
8 of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$63,333.33 shall be  
9 paid for attorney fees and \$15,000.00 shall be paid for litigation costs.

10          19.     The unopposed application of Class Counsel for an Enhancement Award is hereby  
11 granted. Of the Gross Settlement Fund, a \$5,000.00 Enhancement Award shall be allocated to  
12 Named Plaintiff MARIA SANDOVAL NUNEZ.

13          20.     The unopposed application of Class Counsel for claims administration fees to  
14 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$12,000 shall be paid for  
15 settlement administration fees.

16          21.     The Court approves the PAGA Penalties in the amount of \$10,000. The Court  
17 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500. The  
18 Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500 shall  
19 be allocated to the PAGA Members.

20          22.     If a Settlement Class Member does not cash his or her settlement check within 160  
21 days, the uncashed funds shall be transmitted to XX.

22          23.     Defendant shall have no further liability for costs, expenses, interest, attorneys'  
23 fees, or for any other charge, expense, or liability, except as provided for in the Settlement  
24 Agreement.

25          24.     The Parties are authorized, without further approval from the Court, to agree to and  
26 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits  
27 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of  
28 Settlement Class Members under the Stipulation.

1           25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court  
2 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well  
3 as the administration and enforcement of the terms of the Settlement of this action to enforce the  
4 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain  
5 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the  
6 administration and enforcement of the Settlement. Any disputes or controversies arising with  
7 respect to the interpretation, consummation, enforcement, or implementation of the Settlement  
8 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict  
9 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms  
10 of the Settlement Agreement.

11           26. This Final Order shall constitute a final judgment.  
12

13 **DATED:** \_\_\_\_\_

\_\_\_\_\_  
14 **JUDGE OF THE SUPERIOR COURT**  
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EXHIBIT "2"

**KINGSLEY & KINGSLEY, APC**  
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Attorneys for Plaintiff and all Proposed Class Members

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Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ an individual,  
on behalf of herself and others similarly  
situated

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND RELEASE  
OF CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by  
2 and between Plaintiff MARIA SANDOVAL NUNEZ, individually and on behalf of the Settlement  
3 Class and the State of California, as a private attorney general, on the one hand, and Defendant  
4 MERRITT HOSPITALITY, LLC on the other hand.

5 This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding  
6 on Plaintiff, the current and former employees se seeks to represent, the Settlement Class, the  
7 PAGA Members, the State of California, and on Defendant and subject to the definitions, recitals,  
8 and terms set forth herein and the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of  
12 California for the County of Los Angeles, entitled MARIA SANDOVAL NUNEZ, an individual,  
13 on behalf of herself and others similarly situated, NUNEZ v. MERRITT HOSPITALITY, LLC,  
14 and Does 1 thru 50, inclusive, Defendants, Case No. 20STCV07198 filed on February 25, 2020.

15 **2. Class Counsel**

16 “Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court approval, shall  
17 act as counsel for the Settlement Class.

18 **3. Class Counsel Award**

19 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution  
20 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this  
21 Lawsuit.

22 **4. Class Information**

23 “Class Information” or “Class Data” means information regarding Settlement Class  
24 members that Defendant will in good faith compile from their records and provide to the  
25 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include:  
26 each Settlement Class Member’s full name; last known address; last known home telephone  
27 number; social security number; and dates of employment.

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1           **5.     Class Members or Settlement Class Members**

2           “Class Members” or “Settlement Class Members” means all persons employed by  
3 Defendant as hourly non-exempt employees at the Warner Center Marriott during the Class Period.

4           **6.     Class Period**

5           “Class Period” means the period beginning February 25, 2016, up to January 22, 2021.

6           **7.     Class Representative**

7           “Class Representative” means Plaintiff MARIA SANDOVAL NUNEZ.

8           **8.     Class Representative Enhancement Award**

9           “Class Representative Enhancement Award” means the amount that the Court authorizes  
10 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of  
11 Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for  
12 executing a general release with Defendant.

13          **9.     Work Weeks**

14          “Work Weeks” means the number of weeks in which Settlement Class Member(s) were  
15 employed by Defendant at the Warner Center Marriott during the Class Period based on  
16 Defendant's records.

17          **10.    Complaint**

18          “Complaint” means the operative complaint, filed in the Action.

19          **11.    Court**

20          “Court” means the Superior Court for the County of Los Angeles, State of California.

21          **12.    Defendant**

22          “Defendant” means Defendant MERRITT HOSPITALITY, LLC.

23          **13.    Effective Date**

24          “Effective Date” of the Settlement means the date on which the Court’s order granting  
25 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the  
26 following events: (i) the day after the last day by which a notice of appeal of the order may be  
27 timely filed with the California Court of Appeal, and none is filed; (ii) if an appeal is filed and is  
28 finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a

request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

**14. Final Approval Hearing**

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

**15. Final Approval Order**

"Final Approval Order" means the proposed order granting final approval of the Parties' settlement, in a form substantially similar to the order attached hereto as Exhibit C.

**16. Final Judgment**

"Final Judgment" means a judgment issued by the Court approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claim for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). The final judgment shall be disseminated to Settlement Class Members by way of the Settlement Administration website.

**17. Gross Settlement Fund**

"Gross Settlement Fund" means \$190,000 to be paid by Defendant in full settlement of the Released Claims, and includes without limitation the Class Counsel Award, Class Representative Enhancement Award, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

**18. Individual Settlement Payment**

"Individual Settlement Payment" means the amount paid from the Net Settlement Fund to a Participating Class Member, based upon his/her Work Weeks.

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1       **19.    LWDA**

2       “LWDA” means the California Labor and Workforce Development Agency.

3       **20.    Net Settlement Fund**

4       “Net Settlement Fund” means the Gross Settlement Fund, less Court-approved Class  
5 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement  
6 Administration Costs.

7       **21.    Notice of Class Action Settlement**

8       “Notice of Class Action Settlement” means the Notice of Pendency of Class Action  
9 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as  
10 Exhibit A, which shall include an approximation of each Settlement Class Member’s anticipated  
11 Individual Settlement Payment. It is the notice approved by the Parties and subject to Court  
12 approval explaining the terms of this Agreement and the settlement process, which the Settlement  
13 Administrator will mail to each Settlement Class Member in English and Spanish.

14       **22.    PAGA**

15       “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor  
16 Code §§ 2699 et seq.

17       **23.    PAGA Letter**

18       “PAGA Letter” means the letter that will be sent to the PAGA Members with their  
19 individual PAGA Payments explaining the PAGA Payment.

20       **24.    PAGA Member or Aggrieved Employee**

21       “PAGA Member” or “Aggrieved Employee” means all persons employed by Defendant as  
22 hourly non-exempt employees at the Warner Center Marriott during the PAGA Period regardless  
23 of whether they opt out of the Class Settlement.

24       **25.    PAGA Payment**

25       “PAGA Payment” means the payment made hereunder to the LWDA and PAGA Members  
26 pursuant to PAGA.

27       ///

1           **26.    PAGA Payment Ratio**

2           “PAGA Payment Ratio” means respective pay periods during which a PAGA Member was  
3 employed in proportion to the aggregate number of pay periods all PAGA Members were  
4 employed.

5           **27.    PAGA Period**

6           “PAGA Period” means the period beginning February 25, 2019, up to January 22, 2021.

7           **28.    Participating Class Members**

8           “Participating Class Members” means those Class Members who did not file a valid and  
9 timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

10          **29.    Parties**

11          “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
12 Plaintiff or Defendant, individually.

13          **30.    Payment Ratio**

14          “Payment Ratio” means the respective Work Weeks during which an employee was  
15 employed, in proportion to the aggregate number of Work Weeks all Settlement Class members  
16 were employed.

17          **31.    Plaintiff**

18          “Plaintiff” means Plaintiff MARIA SANDOVAL NUNEZ.

19          **32.    Preliminary Approval Date**

20          “Preliminary Approval Date” means the date on which the Court issues an order granting  
21 preliminary approval of the proposed settlement in a form substantially similar to the order  
22 attached hereto as Exhibit B.

23          **33.    Released Class Settlement Claims**

24          “Released Claims” means any and all claims that are asserted in the operative complaint  
25 and which could have been asserted based on the facts alleged in the complaint, which are or could  
26 be the basis of claims for failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512;  
27 failure to provide rest breaks pursuant to Labor Code § 226.7; failure to pay wages pursuant to  
28 Labor Code §§ 510, 1194, and 1199; penalties pursuant to Labor Code § 203, failure to issue

accurate itemized wage statements under Labor Code § 226(a); violation of Business & Professions Code § 17200; and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

**34. Released PAGA Claims**

“Released PAGA Claims” means any and all claims for penalties under the Labor Code Private Attorneys General Act of 2004 for a violation of Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

**35. Released Parties**

“Released Parties” means Defendant, SWVP Warner Center Hotel, LLC and any of their respective former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders, attorneys, agents, successors, assigns, or legal representatives.

**36. Request for Exclusion**

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a simple statement electing to be excluded from the Settlement.

**37. Response Deadline**

“Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class members, which is the last date on which Settlement Class members may: (a) submit a Request for Exclusion; (b) mail or email ~~file and serve written~~ objections to the settlement to the Settlement Administrator; or (c) dispute the information contained in the Notice of Class Action Settlement.

**38. Settlement**

“Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class Action Settlement and Release of Claims.

**39. Settlement Administrator**

“Settlement Administrator” means the third-party company that the Parties have jointly selected to be responsible for administering the Settlement. This Settlement Administrator is ILYM Group, Inc.

1           **40.    Settlement Administrator Costs**

2           “Settlement Administrator Costs” means the amount to be paid to the Settlement  
3 Administrator from the Gross Settlement Fund for administration of this Settlement.

4   **II.   RECITALS**

5           **1.    Class Certification.**

6           The Parties stipulate to class certification for purposes of settlement only. If the Court does  
7 not grant either preliminary or final approval of this Settlement, the Parties agree that this  
8 stipulation regarding class certification will be revoked and the Parties will return to a point in  
9 litigation prior to the execution of this Agreement.

10          **2.    Procedural History.**

11          On February 25, 2020, Plaintiff filed a Class Action Complaint and a notice with  
12 California’s Labor and Workforce Development Agency (“LWDA”) regarding her intent to file  
13 an action seeking civil penalties under PAGA. On May 4, 2020, Plaintiff filed a First Amended  
14 Complaint (“FAC”), adding the PAGA claim based on the facts previously alleged in the  
15 Complaint.

16          The operative Complaint alleges claims for: (1) Failure to Provide Meal Breaks Pursuant  
17 to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code §  
18 226.7; (3) Penalties Pursuant to Labor Code § 203; (4) Failure to issue accurate itemized wage  
19 statements under Labor Code § 226(a); (5) Violation of Business & Professions Code § 17200;  
20 and (6) Penalties Pursuant to Labor Code § 2699, et seq.

21          Pursuant to this agreement, Plaintiff will amend her Complaint to add a cause of action for  
22 failure to pay wages pursuant to Labor Code §§510, 1194, and 1199. The Parties will jointly  
23 stipulate to amendment of the Complaint.

24          After the matter was at issue, the Parties began to engage in informal discovery to  
25 understand the nature of the allegations and the scope of potential liability. Defendant provided  
26 Plaintiff’s counsel with pertinent data for the Class Members so that the Parties could fully-  
27 investigate the claims at issue and understand their strengths and weaknesses.

28          On November 23, 2020, the Parties attended a full-day mediation with experienced

mediator Hon. Jeffrey Krivis. The mediator made a settlement proposal that day and, in December 2020, the Parties accepted the settlement proposal, as provided herein, to settle Plaintiff's claims on a class-wide basis.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in Plaintiff's Complaint, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Settlement Class members' employment.

The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

### **3. Benefits of Settlement to Class Members.**

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of

1 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both  
2 generally and in response to Defendant's defenses thereto, and the difficulties in establishing  
3 damages for the Settlement Class members. Plaintiff and Class Counsel have also taken into  
4 account Defendant's agreement to enter into a settlement that confers substantial relief upon the  
5 members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that  
6 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,  
7 reasonable, and adequate and is in the best interest of the putative class in light of all known facts  
8 and circumstances, including the risk of significant delay, defenses asserted by Defendant,  
9 Defendant's financial condition, numerous potential appellate issues, and other risks inherent in  
10 litigation.

11 **4. Defendant's Reasons for Settlement.**

12 Defendant has concluded that any further defense of this litigation would be protracted and  
13 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have  
14 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the  
15 claims asserted by Plaintiff and Settlement Class members. Defendant has also taken into account  
16 the risks of further litigation in reaching its decision to enter into this Settlement. Even though  
17 Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in  
18 this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set  
19 forth in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has  
20 complied with all applicable state, federal, and local laws.

21 **5. Settlement of Disputed Claims.**

22 This Agreement is a compromise of disputed claims. Defendant has claimed and continues  
23 to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class  
24 members have claimed and continue to claim that the Released Claims have merit and give rise to  
25 liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing  
26 contained in this Agreement, no documents referred to herein, and no action taken to carry out this  
27 Agreement, may be construed or used as an admission by or against the Settlement Class members  
28 or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

1 **III. TERMS OF AGREEMENT**

2 **1. Release as To All Participating Class Members.**

3 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, the  
4 Participating Class Members, including Plaintiff, release the Released Parties from the Released  
5 Claims for the Class Period.

6 **2. Release as To All PAGA Members.**

7 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, the  
8 PAGA Members, including Plaintiff, release the Released Parties from the Released PAGA Claims  
9 for the PAGA Period.

10 **3. Release of Claims by Plaintiff**

11 As of the Effective Date and payment of the Gross Settlement Fund by Defendant, Plaintiff  
12 releases the Released Parties from all of the Released Claims during the Class Period. Plaintiff, for  
13 herself and her heirs, successors and assigns, further waives, releases, acquits and forever  
14 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances  
15 and causes of action, of whatever nature, whether known or unknown, which exist or may exist on  
16 Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort  
17 claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit  
18 claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional  
19 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit  
20 claims, and any and all claims arising under any federal, state or other governmental statute, law,  
21 regulation or ordinance, including, but not limited to, claims for violation of the FLSA, the  
22 California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other  
23 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in  
24 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil  
25 Rights Act of 1964, the California Fair Employment and Housing Act, the California Family  
26 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California  
27 Business & Professions Code §§17200 et seq., and any and all claims arising under any federal,  
28 state or other governmental statute, law, regulation or ordinance.

1 Plaintiff's releases set forth herein include a waiver of all rights under California Civil  
2 Code §1542, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
6 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**  
7 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
8 **THE DEBTOR OR RELEASED PARTY.**

9 Plaintiff may hereafter discover claims or facts in addition to, or different from, those  
10 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever  
11 settle and release any and all claims against the Released Parties, known or unknown, suspected  
12 or unsuspected, which exist or may exist on behalf of or against the other at the time of execution  
13 of this Agreement, including, but not limited to, any and all claims relating to or arising from  
14 Plaintiff's employment with Defendant.

15 **4. Tax Liability and Medicare.**

16 The Parties make no representations as to the tax treatment or legal effect of the payments  
17 called for hereunder, and Settlement Class members are not relying on any statement or  
18 representation by the Parties in this regard. Participating Class Member' understand and agree  
19 that they will be responsible for the payment of taxes and penalties assessed on the payments  
20 described herein and will hold the Parties free and harmless from and against any claims resulting  
21 from treatment of such payments as non-taxable damages, including the treatment of such payment  
22 as not subject to withholding or deduction for payroll and employment taxes. Moreover, this  
23 Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The  
24 Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42  
25 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved  
26 this matter in compliance with both state and federal law. The Parties made every effort to  
27 adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff  
28 warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff  
is not a Medicare recipient as of the date of this Agreement, no conditional payments have been  
made by Medicare.

1           **5.     Circular 230 Disclaimer.**

2           Each Party to this Agreement (for purposes of this section, the “acknowledging party” and  
3 each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges  
4 and agrees that (1) no provision of this Agreement, and no written communication or disclosure  
5 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor  
6 shall any such communication or disclosure constitute or be construed or be relied upon as, tax  
7 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,  
8 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
9 independent legal and tax counsel for advice (including tax advice) in connection with this  
10 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other  
11 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
12 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty  
13 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party  
14 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax  
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
16 acknowledging party of the tax treatment or tax structure of any transaction, including any  
17 transaction contemplated by this Agreement.

18           **6.     Preliminary Approval of Settlement.**

19           Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying  
20 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.  
21 The Motion for Preliminary Approval is set to be heard on March 18, 2021. All Parties agree to  
22 work diligently and cooperatively to have this Settlement presented to the Court for preliminary  
23 approval. The proposed preliminary approval order shall provide for the Notice of Class Action  
24 Settlement to be sent to Settlement Class members as specified herein.

25           **7.     Settlement Administrator.**

26           Within fourteen (14) days of the Court granting preliminary approval of this Agreement,  
27 Defendant shall provide the Settlement Administrator with the Class Information for purposes of  
28 mailing the Notice of Class Action Settlement to the Settlement Class members. No later than three

1 (3) days after receipt of the Class Information, the Settlement Administrator shall notify counsel  
2 for the Parties that the list has been received and state the number of Settlement Class members.

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4 **8. Notice by First Class U.S. Mail.**

5 Upon receipt of the Class Information, the Settlement Administrator will perform a search  
6 based on the National Change of Address Database to update and correct any known or identifiable  
7 address changes. Within fifteen (15) days of receipt of the Class Information, the Settlement  
8 Administrator shall mail copies of the Notice of Class Action Settlement to all Settlement Class  
9 members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best  
10 judgment to determine the current mailing address for each Settlement Class Member, including  
11 performing a skip-trace to identify any updated addresses. The address identified by the Settlement  
12 Administrator as the current mailing address shall be presumed to be the best mailing address for  
13 each Settlement Class Member.

14 **9. Undeliverable Notices.**

15 Any Notice of Class Action Settlement returned to the Settlement Administrator as  
16 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding  
17 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall  
18 promptly attempt to determine a correct address by use of skip-tracing, or other search using the  
19 name, address and/or social security number of the Settlement Class Member whose notice was  
20 undeliverable, and shall then re-mail all returned, undelivered mail within five (5) days of receiving  
21 notice that a notice was undeliverable. Settlement Class members who receive a re-mailed Notice  
22 of Class Action Settlement shall have their Response Deadline extended twenty (20) days from  
23 the original Response Deadline.

24 **10. Disputes Regarding Individual Settlement Payments.**

25 Settlement Class members will have the opportunity, should they disagree with  
26 Defendant's records regarding the dates of employment stated on their Notice of Class Action  
27 Settlement, to provide documentation and/or an explanation to show contrary information by the  
28 Response Deadline via letter or email to the Settlement Administrator. If there is a dispute, the

1 Settlement Administrator will consult with the Parties to determine whether an adjustment is  
2 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,  
3 any Individual Settlement Payments under the terms of this Agreement. The Settlement  
4 Administrator's determination of the eligibility for and amount of any Individual Settlement  
5 Payment shall be subject to review by the Court as needed. The Court's determination will binding  
6 upon the Settlement Class members and the Parties. In the absence of circumstances indicating  
7 fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of  
8 accuracy.

9 **11. Disputes Regarding Administration of Settlement.**

10 Any disputes not resolved by the Settlement Administrator concerning the administration  
11 of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to  
12 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the  
13 disputes without the necessity of involving the Court.

14 **12. Exclusions.**

15 The Notice of Class Action Settlement shall state that Settlement Class members who wish  
16 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response  
17 Deadline by mail or email. The Request for Exclusion: (1) must contain the name and address of  
18 the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that  
19 the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by the  
20 Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline  
21 and returned to the Settlement Administrator at the specified address or fax number. The Request  
22 for Exclusion will be deemed invalid if it does not contain a Settlement Class Member's name,  
23 address, and signature. The date of the postmark on the return mailing envelope or fax stamp on  
24 the Request for Exclusion shall be the exclusive means used to determine whether a Request for  
25 Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded  
26 from the Settlement Class will not be entitled to any recovery under the Settlement and will not be  
27 bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.  
28 However, any PAGA Member who opts out will still receive a pro rata share of the PAGA

1 Payment, and will be bound by the PAGA Release. Settlement Class members who fail to submit  
2 a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by  
3 all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is  
4 approved by the Court. No later than seven (7) calendar days after the Response Deadline, the  
5 Settlement Administrator shall provide counsel for the Parties with a complete list of all members  
6 of the Settlement Class who have timely submitted a Request for Exclusion.

7 **13. Objections.**

8 The Notice of Class Action Settlement shall state that Settlement Class members who wish  
9 to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing.  
10 Any written objection (“Notice of Objection”) must be mailed or emailed to the Settlement  
11 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed  
12 the exclusive means for determining that a Notice of Objection was timely received. The Notice  
13 of Objection must be signed by the Settlement Class Member and state: (1) the full name and  
14 address of the Settlement Class Member; and (2) the basis for the objection. Class Counsel will  
15 ensure that any Notice of Objection received by the Settlement Administrator by the Response  
16 Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties  
17 may file a responsive document to any objection before the Final Approval Hearing. Any attorney  
18 who will represent an individual objecting to this Settlement who has not filed a written objection  
19 must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant  
20 no later than the Response Period Deadline. Class Counsel shall not represent any Settlement Class  
21 members with respect to any such objections.

22 Any Class Member who fails to submit a timely written objection or to present an objection  
23 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall  
24 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

25 **14. No Solicitation of Settlement Objections or Exclusions.**

26 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no  
27 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement  
28 Class members to submit either written objections to the Settlement or requests for exclusion from

the Settlement, or to appeal from the Court's Final Judgment.

**15. Funding and Allocation of Gross Settlement Fund.**

The Gross Settlement Fund will be paid ~~in six (6) monthly installments to the Settlement Administrator of \$31,666.66 starting no later than ten (10) days after the Effective Date. Thereafter on the first of each following month, Defendant shall make a monthly installment payment of \$15,833.33 until the Gross Settlement Fund is fully funded in a lump sum of \$190,000.00 10 days after the Effective Date.~~

**16. Net Settlement Fund.**

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Fund. The anticipated Net Settlement Fund is \$87,166.67. The Parties estimate the amount of the Net Settlement Fund as follows:

|                                         |           |                                                                              |
|-----------------------------------------|-----------|------------------------------------------------------------------------------|
| Gross Settlement Fund:                  | \$        | \$190,000                                                                    |
| Class Representative Enhancement Award: | \$        | \$5,000.00                                                                   |
| Class Counsel Fees:                     | \$        | \$63,333.33                                                                  |
| Class Counsel Costs:                    | \$        | \$15,000.00                                                                  |
| PAGA Payment                            | \$        | \$10,000                                                                     |
|                                         |           | <i>(\$7,500 to the LWDA and \$2,500 to remain in the Net Settlement Fund</i> |
| Settlement Administrator Costs:         | \$        | \$12,000                                                                     |
| <b>Net Settlement Fund</b>              | <b>\$</b> | <b>\$87,166.67</b>                                                           |

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Fund, which includes, the Class Counsel Award, Class Representative Enhancement Award, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Fund will revert to Defendant. Defendant's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Fund.

**17. Individual Settlement Payments.**

1 Individual Settlement Payments will be paid from the Net Settlement Fund and shall be  
2 paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be  
3 mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing  
4 address within seven calendar days after Defendant makes the final settlement payment. All  
5 Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages and  
6 eighty percent (80%) as interest and statutory penalties.

7 **18. Class Member's Payment Ratio.**

8 Participating Class Members will be paid on a pro-rata basis. A Participating Class  
9 Member's Individual Settlement Payment will be based on the number of Workweeks during  
10 which s/he was employed in proportion to the aggregate number of workweeks that all Settlement  
11 Class members were employed. Said differently, the total number of workweeks will be divided  
12 by the net settlement amount to determine a per workweek amount. This per workweek amount  
13 will be multiplied by the Participating Class Members individual workweeks to determine their  
14 award. PAGA Member payments are based on workweeks during the PAGA statute of limitations  
15 and only the Net PAGA penalty amount will be divided amongst that group. In a similar fashion  
16 to Participating Class Members, the total number of workweeks for PAGA Members will be  
17 divided by the net settlement amount to determine a per workweek amount. This per workweek  
18 amount will be multiplied by the PAGA Members individual workweeks to determine their PAGA  
19 award.

20 **19. PAGA Payments**

21 The PAGA Payment is \$10,000 with 75% (\$7,500) allocated to the LWDA and 25%  
22 (\$2,500) allocated to the PAGA Members on a pro rata basis based on the PAGA Payment Ratio.  
23 PAGA Members will not be provided with the opportunity to opt out of the PAGA Settlement, and  
24 PAGA Members shall be covered by the PAGA Release regardless of whether they request  
25 exclusion from the Class Settlement. If the Court approves the PAGA Payment, the Claims  
26 Administrator will mail out checks and the PAGA Letter to the PAGA Members at the same time  
27 the Settlement Class Members are mailed their Individual Settlement Payments. No taxes will be  
28 withheld from the PAGA Payments to PAGA Members.

1           **20.     Payment to Class Members.**

2           Checks shall be made payable to each Participating Class Member for payment of each  
3 Participating Class Member's Individual Settlement Payment as set forth in section III, paragraph  
4 18 of this Agreement.

5           **21.     Form of Payment to Class Member.**

6           The Individual Settlement Payment amount due to each Participating Class Member shall  
7 be paid in the form of a check to each Participating Class Member.

8           **22.     Unclaimed Settlement Payment(s).**

9           After one hundred and eighty (180) days of the mailing of the Individual Settlement  
10 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement  
11 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed  
12 Property Fund in the name of the Participating Class Member who did not cash his/her Settlement  
13 check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment  
14 process of uncashed funds. If, for some reason, the Court does not approve the escheatment of  
15 uncashed funds, the Parties agree to proceed pursuant to California Code of Civil Procedure section  
16 384, distribute uncashed funds as described therein, and agree upon the non-profit Bet Tzedek  
17 Legal Services as the cy pres designee pursuant to Code of Civil Procedure section 384(b)(3)(C).

18           **23.     Class Representative Enhancement Award.**

19           Plaintiff will request that the Court approve a Class Representative Enhancement Award  
20 of up to \$5,000.00. Subject to Court approval, in exchange for the release of all Released Claims  
21 and for their time and effort in bringing and prosecuting this matter, Plaintiff shall be paid a Class  
22 Representative Enhancement Award of up to \$5,000.00. The Class Representative Enhancement  
23 Award shall be paid to Plaintiff on the same day that checks are mailed to Participating Settlement  
24 Class Members. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff  
25 for her respective Class Representative Enhancement Award. Plaintiff shall be solely and legally  
26 responsible to pay any and all applicable taxes on her Class Representative Enhancement Award  
27 and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes,  
28 penalties, or interest arising as a result of the Class Representative Enhancement Award. The

1 Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual  
2 Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the  
3 Class Representative Enhancement Award and not granted by the Court shall return to the Net  
4 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

5 **24. Class Counsel Award.**

6 Class Counsel will request that the Court approve attorneys' fees in the amount of up to  
7 thirty-three and one-third percent (33.33%) of the Gross Settlement Fund (\$190,000) which  
8 amount is presently \$63,333.33. Class Counsel will request that the Court approve the  
9 reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of  
10 this matter from the Gross Settlement Fund not to exceed \$15,000.00. Class Counsel shall be paid  
11 any Court-approved fees and costs on the same day that checks are mailed to Participating  
12 Settlement Class Members. Class Counsel shall be solely and legally responsible to pay all  
13 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator  
14 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this  
15 paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any  
16 particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the  
17 Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund and be  
18 distributed to Participating Class Members as provided in this Agreement.

19 **25. Settlement Administrator Costs.**

20 The Parties agree to allocate up to \$12,000 of the Gross Settlement Fund for Settlement  
21 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make  
22 payments, credits and disbursements to Settlement Class members in the manner set forth herein,  
23 calculated in accordance with the methodology set out in this Agreement and orders of the Court.  
24 The Parties agree to cooperate in the Settlement administration process and to make all reasonable  
25 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.  
26 The Settlement Administrator shall be paid any Court-approved fees and costs on the same day  
27 that checks are mailed to Participating Settlement Class Members. If the settlement administration  
28 costs exceed \$12,000, the additional costs will be paid from the Gross Settlement Fund, subject to

1 Court approval.

2 **26. Responsibilities of the Settlement Administrator.**

3 The Settlement Administrator shall be responsible for the following: processing and  
4 mailing payments to Plaintiff, Class Counsel, and Participating Class Members; making required  
5 payment of taxes and tax reporting; printing, and mailing the Notice of Class Action Settlement  
6 and tax forms to the Participating Class Members as directed by the Court; receiving and reporting  
7 the requests for exclusion and objections submitted by Settlement Class members; providing  
8 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and  
9 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to  
10 perform. The Settlement Administrator shall keep the Parties timely apprised of the performance  
11 of all Settlement Administrator responsibilities.

12 **27. Payment to the LWDA.**

13 A total payment of \$10,000 from the Gross Settlement Fund will be allocated as the PAGA  
14 Payment to be paid as penalties under the Labor Code Private Attorneys General Act of 2004, to  
15 the LWDA. Seventy-five percent (75%) of the PAGA Payment or \$7,500 will be paid to the  
16 LWDA and the remaining twenty-five (25%) or \$2,500 shall be paid to PAGA Members.

17 **28. Final Approval Hearing and Entry of Final Judgment.**

18 Upon expiration of the Response Deadline, with the Court's permission, a final approval  
19 hearing shall be conducted to determine final approval of the Settlement along with the amount  
20 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement  
21 Award; (iii) Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v)  
22 PAGA Payment.

23 **29. Final Approval Order.**

24 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after  
25 the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B.  
26 Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this  
27 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to  
28 carry out the provisions of this Agreement.

1           **30.    Nullification of Settlement Agreement.**

2           In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court  
3 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as  
4 provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement  
5 Agreement shall be null and void and any order or judgement entered by the Court in furtherance  
6 of this Settlement shall be treated as void from the beginning. To the extent the total number of  
7 opt outs exceed 5%, Defendant has the option to nullify this settlement within ten (10) court days  
8 of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of  
9 such events occur causing the Settlement Agreement to become null and void, the Parties shall  
10 proceed in all respects as if this Agreement had not been executed, except that any fees already  
11 incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or  
12 Defendant will be solely responsible for the costs incurred for the settlement administration should  
13 it exercise its' option to nullify this agreement. The return of any paid Settlement funds to  
14 Defendant shall occur no later than five (5) business days after one or more of the triggering events  
15 leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or  
16 any other appellate review is sought, administration of the Settlement shall be stayed pending final  
17 resolution of the appeal or other appellate review, but any fees incurred by the Settlement  
18 Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment,  
19 or any other appellate review, shall be paid to the Settlement Administrator by Defendant within  
20 thirty (30) days of said notification.

21           **31.    Increase in Class Members.**

22           It was represented to Class Counsel that the Settlement Class is estimated to be 261 people.  
23 Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the  
24 Class Data is consistent with these representations. To the extent the number of Settlement Class  
25 members increases beyond 261 by more than 5%, Defendant shall have the option to increase the  
26 Gross Settlement Fund by a proportionate amount. For example, if the number of Settlement Class  
27 members increases by 6%, Defendant shall have the right to increase the Gross Settlement Fund  
28 by 6%. If the increase causes an increase of the cost of Settlement Administration beyond the

amount that has been approved by the Court, Defendant shall separately bear the increased cost of Settlement Administration outside of the Gross Settlement Fund. If Defendant fails to increase the Gross Settlement Fund proportionately or remit payment of the increased cost of Settlement Administration, Plaintiff shall have the right to terminate this Agreement within ten (10) days of receipt of such notice from Defendant, and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

**32. No Effect on Employee Benefits.**

Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class members.

**33. No Admission by Defendant.**

Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

**34. Exhibits and Headings.**

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

**35. Interim Stay of Proceedings.**

Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the proceedings necessary to implement and complete the Settlement.

**36. Amendment or Modification.**

This Agreement may be amended or modified only by a written instrument signed by

counsel for all Parties or their successors-in-interest.

**37. Entire Agreement.**

Apart from the fully executed Memorandum of Understanding, which the Parties specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

///

**38. Authorization to Enter into Settlement Agreement.**

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

**39. Binding on Successors and Assigns.**

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1       **40.    California Law Governs.**

2       All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted  
3 according to the laws of the State of California.

4       **41.    Counterparts.**

5       This Agreement may be executed in one or more counterparts. All executed counterparts  
6 and each of them shall be deemed to be one and the same instrument.

7       **42.    Jurisdiction of the Court.**

8       Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this  
10 Agreement and all orders and judgments entered in connection therewith, and the Parties and their  
11 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,  
12 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in  
13 connection therewith. All terms of this Agreement are subject to approval by the Court.

14       **43.    Invalidity of Any Provision.**

15       Before declaring any provision of this Agreement invalid, the Court shall first attempt to  
16 construe the provisions valid to the fullest extent possible consistent with applicable precedents so  
17 as to define all provisions of this Agreement valid and enforceable.

18       **44.    Enforcement.**

19       If a Party to this Settlement Agreement institutes any legal action, arbitration, or other  
20 proceeding against any other Party or Parties to enforce the provisions of this Settlement  
21 Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing  
22 Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

23  
24       WHEREFORE, Plaintiff, on behalf of herself, the Settlement Class members, the PAGA  
25 Members and the State of California, and Defendant has executed this Agreement as of the dates  
26 set forth below.

27       **IT IS SO AGREED:**

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARIA SANDOVAL NUNEZ

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MERRITT HOSPITALITY, LLC

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**KINGSLEY & KINGSLEY APC**

By: \_\_\_\_\_  
Kelsey M. Szamet  
Attorneys for Plaintiff and all Proposed Class  
Members

Dated: \_\_\_\_\_

**BALLARD, ROSENBERG, GOLPER  
& SAVITT, LLP**

By: \_\_\_\_\_  
Jeffrey P. Fuchsman  
Attorneys for Defendant MERRITT  
HOSPITALITY, LLC

## **EXHIBIT “A”**

[CLASS MEMBER NAME]

**MARIA SANDOVAL NUNEZ v. MERRITT HOSPITALITY, LLC**

**Superior Court of the State of California, County of Los Angeles  
Case No.: 20STCV07198**

If you are a current or former employee for MERRITT HOSPITALITY, LLC (“Merritt Hospitality” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as:  
  
“all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the Class Period.”
- The “Class Period” means the period beginning February 25, 2016, up to January 22, 2021.
- The “Class Period” means the period beginning February 25, 2016, up to 60 days from November 23, 2020 or the date of preliminary approval of the settlement by the Court, whichever is earlier.
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to provide lawful meal and rest periods, failed to pay wages, failed to pay lawful wages upon termination or resignation, failed to provide accurate itemized wage statements, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” Defendant denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- The “PAGA Period” means the period beginning February 25, 2019, up to January 22, 2021.
- “PAGA Member” or “Aggrieved Employee” means all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA Period regardless of whether they opt out of the Class Settlement. Accordingly, you will still receive a pro rata share of the PAGA Payment even if you opt and, and you will be bound by the PAGA Release (See Section 8 Below).
- 
- There has been a settlement that affects your rights. Although the Court has authorized the

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Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.

- You will not be penalized or retaliated against by Merritt Hospitality for participating in this class action settlement. If you are currently employed by Merritt Hospitality, your employment will not be affected in any way. Current employees of Merritt Hospitality who choose to participate in the settlement will not be required to resign and can continue to work for Merritt Hospitality.
- You have several options available to you:

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                   | By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Merritt Hospitality for claims that Defendant failed to provide lawful meal and rest periods; failed to pay wages; failed to pay lawful wages upon termination or resignation; failed to provide accurate itemized wage statements; engaged unfair business practices; or is subject to PAGA penalties during the Class Period. |
| <b>ASK TO BE EXCLUDED (OPT OUT)</b> | Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Merritt Hospitality.<br><br>If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Merritt Hospitality for the same legal claims in this lawsuit.                                                                                                      |
| <b>OBJECT</b>                       | Object to the terms of this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                              |

**Your options are explained in this notice.  
To opt out or object, you must act by **XXXX**.**

### 1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Merritt Hospitality's employees. You have received this notice because Merritt Hospitality's records indicate that you are a member of this class.

### 2. What is this lawsuit about?

This lawsuit was filed on February 25, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by Merritt Hospitality in the State of California. The operative complaint alleges class-wide causes of action against Merritt Hospitality for failure to provide lawful meal and rest periods under Labor Code §§ 226.7 and 512; failure to pay lawful wages upon termination or resignation under Labor Code § 203; failure to provide accurate itemized wage statements under Labor Code § 226(a); and unfair business practices under Business & Professions Code § 17200 et seq.; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq. Plaintiff amended the complaint to add a claim for wages pursuant to Labor Code §§ 510, 1194, and 1199.

### 3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

#### **4. Why did this case settle?**

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

#### **5. What are the terms of the settlement and how much will I receive?**

The Gross Settlement Fund is \$190,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Class Representative Enhancement Award to Class Representative: \$5,000.00
- Attorneys' fees: \$63,333.33
- Litigation Costs: \$15,000.00
- Penalties to the Labor & Workforce Development Agency: \$7,500
- Claims Administration Costs: \$12,000

After these deductions, \$87,166.67 will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Fund").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class members.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims and 80% to settlement of claims for interest and statutory penalties.

According to Merritt Hospitality's records, the total number of workweeks that you worked as an employee *during the relevant time period* is \_\_\_\_\_. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these workweeks, your estimated settlement amount is \_\_\_\_\_.

#### **6. What if I disagree with the number of workweeks shown above?**

If you believe the information in the notice is incorrect regarding the number of workweeks, you will need to write a letter or email setting forth the number of workweeks that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or email your letter to:

Settlement Administrator

c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

You must submit such information by **XXXX**. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute. Should it be necessary, the Court will review the dispute and make the final and binding determination.

#### 7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

#### 8. What rights am I giving up?

The claims you will Release by doing nothing are: any and all claims that are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, which are or could be the basis of claims for failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; failure to provide rest breaks pursuant to Labor Code § 226.7; failure to pay wages pursuant to Labor Code §§ 510, 1194, and 1199; penalties pursuant to Labor Code § 203, failure to issue accurate itemized wage statements under Labor Code § 226(a); violation of Business & Professions Code § 17200; and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199. all claims asserted in Plaintiff's First Amended Complaint as well as all allegations in her Second Amended Complaint. The members of the Settlement Class will release and discharge Defendant and Released Parties, any and all claims that are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, which are or could be the basis of claims for failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; failure to provide rest breaks pursuant to Labor Code § 226.7; failure to pay wages pursuant to Labor Code §§ 510, 1194, and 1199; penalties pursuant to Labor Code § 203, failure to issue accurate itemized wage statements under Labor Code § 226(a); violation of Business & Professions Code § 17200; and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

If you were employed during the PAGA Period, you will also Release: any and all claims for penalties under the Labor Code Private Attorneys General Act of 2004 for a violation of Labor Code §§203, 226(a), 226.7, 510, 512, 1194, and 1199.

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## 9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing or emailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by XXXX.

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

Any request for exclusion: (1) must contain the name and address of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Merritt Hospitality separately about the claims made in this lawsuit.

## 10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX by mail or email to:

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the Settlement Class Member; and (2) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than \_\_\_\_\_. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Los Angeles County Superior Court, on \_\_\_\_\_, 2021, at XX (a.m./p.m.) (Pacific Time).

|                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Class Counsel:</u><br>Eric B. Kingsley, Esq.<br>Kelsey M. Szamet, Esq.<br><b>Kingsley &amp; Kingsley, APC</b><br>16133 Ventura Blvd., Suite 1200<br>Encino, CA 91436<br>Telephone: (818) 990-8300 | <u>Counsel for Merritt Hospitality, LLC:</u><br>Jeffrey P. Fuchsman, Esq.<br><b>Ballard, Rosenberg, Golper &amp; Savitt, LLP</b><br>15760 Ventura Blvd., 18th Floor<br>Encino, CA 91436<br>Telephone: (818) 508-3700 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

#### 11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

#### 12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 17 of the Los Angeles County Superior Court, on \_\_\_\_\_, 2021, at **XX (a.m./p.m.)** (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's enhancement award, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

You may appear in-person or remotely at the final approval hearing. You may appear in person by appearing at Dept. 17 of the Los Angeles County Superior Court on \_\_\_\_\_, 2021, at **XX (a.m./p.m.)** (Pacific Time). The address is 312 N Spring St, Los Angeles, CA 90012. You may appear remotely by [\[Settlement Admin to insert specific link once we secure from Court.\]](#)

#### 13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Merritt Hospitality Settlement Administrator, **ILYM Group, Inc.** (listed above), or Class Counsel (listed above).

#### 14. Please keep the Settlement Administrator advised of any change of address.

Settlement Administrator  
c/o ILYM Group, Inc.  
[Physical Address]  
[Email]  
[Telephone Number]  
[Settlement Website Address]

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15. How will notice of final judgment be given to the class?

Notice of the final judgment will be posted on the settlement website by the Settlement Administrator.

**Please do not telephone the Court, the Office of the Clerk, or Merritt Hospitality's counsel for information regarding this settlement.**

## **EXHIBIT “B”**

**KINGSLEY & KINGSLEY, APC**  
ERIC B. KINGSLEY, Esq. (SBN 185123)  
eric@kingsleykingsley.com  
KELSEY M. SZAMET, Esq. (SBN 260264)  
kelsey@kingsleykingsley.com  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and all Proposed Class Members

**BALLARD, ROSENBERG, GOLPER & SA VITT, LLP**  
Jeffrey P. Fuchsman, SBN – 105651  
jfuchsman@brgslaw.com  
15760 Ventura Blvd., 18th Floor  
Encino, CA 91436  
Telephone: 818-508-3700/Fax: 818-506-4827

Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ an individual,  
on behalf of herself and others similarly  
situated

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: XX  
Time: XX  
Dept.: 17

Complaint Filed: February 25, 2020  
FAC Filed: May 4, 2020  
Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement  
2 and Release of Claims (“Settlement Agreement”), a copy of which is attached as to Plaintiff’s  
3 Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came before this  
4 Court on XX. The Court, having considered the papers submitted in support of the motion of the  
5 parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the  
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The  
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement  
9 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant  
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval  
11 of the Settlement.

12 2. Settlement “Class Member(s)” means all persons employed by Defendant as hourly  
13 non-exempt employees at the Warner Center Marriott during the Class Period.

14 3. “PAGA Member” or “Aggrieved Employee” means all persons employed by  
15 Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA  
16 Period regardless of whether they opt out of the Class Settlement.

17 4. The Settlement falls within the range of reasonableness and appears to be  
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
19 and final approval by this Court.

20 5. The Court makes the following preliminary findings for settlement purposes  
21 only:

- 22 A. The Settlement Class, which consists of approximately 261 persons, is so  
23 numerous that joinder of all members is impracticable;
- 24 B. There appear to be questions of law or fact common to the Settlement  
25 Class for purposes of determining whether this Settlement should be  
26 approved;
- 27 C. Plaintiff’s claims appear to be typical of the claims being resolved through  
28 the proposed settlement;
- D. Plaintiff appears to be capable of fairly and adequately protecting the  
interests of the Settlement Class Members in connection with the proposed  
settlement;

1 E. Common questions of law and fact appear to predominate over questions  
2 affecting only individual persons in the Settlement Class. Accordingly,  
the Settlement Class appears to be sufficiently cohesive to warrant  
settlement by representation; and

3 F. Certification of the Settlement Class appears to be superior to other  
4 available methods for the fair and efficient resolution of the claims of the  
Settlement Class.

5 6. The Court approves, as to form and content, the Notice to Class Members in  
6 substantially the form attached to the Settlement Agreement as Exhibit A (Class Notice).

7 7. The Court approves the procedure for Class Members to object to the Settlement as  
8 set forth in the Class Notice to Class Members.

9 8. The Court approves the procedure for Class Members to become Participating Class  
10 Members as set forth in the Claims Form to Class Members.

11 9. The Court directs the mailing of the Class Notice to Class Members by first class  
12 mail to the Class Members in accordance with the Implementation Schedule set forth below. The  
13 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the  
14 Implementation Schedule, meet the requirements of due process and provide the best notice  
15 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
16 entitled thereto.

17 10. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &  
18 Kingsley, APC as Class Counsel.

19 11. The Court confirms MARIA SANDOVAL NUNEZ as the Class Representative.

20 12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

21 13. The Court orders that pursuant to the California Private Attorneys General Act,  
22 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will  
23 continue to be given to the Labor & Workforce Development Agency.

24 ///

14. The Court orders the following Implementation Schedule for further proceedings:

|    |                                                                                  |                                                                          |
|----|----------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| a. | Preliminary Approval                                                             | XXXX                                                                     |
| b. | Deadline for Defendant to Provide Class Data to Settlement Administrator         | 10 business days from Preliminary Approval                               |
| c. | Mail Notice to Class Members                                                     | 15 calendar days from Settlement Administrator's receipt of Class Data   |
| d. | Deadline for Class Members to Postmark a Request for Exclusion                   | 60 calendar days from mailing of Notice Packet (judged by postmark date) |
| e. | Deadline for Class Members to Postmark Any Objection                             | 60 calendar days from mailing of Notice Packet (judged by postmark date) |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Class Settlement | To be determined by the Court                                            |
| g. | Deadline for Class Counsel to file Motion for Class Counsel Award                | To be determined by the Court                                            |
| h. | Final Approval Hearing                                                           | To be determined by the Court                                            |

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are

1 hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness  
3 Hearing from time to time without further notice to members of the Settlement Class.

4  
5 **DATED:** \_\_\_\_\_  
6 **JUDGE OF THE SUPERIOR COURT**

## **EXHIBIT “C”**

**KINGSLEY & KINGSLEY, APC**  
ERIC B. KINGSLEY, Esq. (SBN 185123)  
eric@kingsleykingsley.com  
KELSEY M. SZAMET, Esq. (SBN 260264)  
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16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and all Proposed Class Members

**BALLARD, ROSENBERG, GOLPER & SA VITT, LLP**  
Jeffrey P. Fuchsman, SBN – 105651  
jfuchsman@brgslaw.com  
15760 Ventura Blvd., 18th Floor  
Encino, CA 91436  
Telephone: 818-508-3700/Fax: 818-506-4827

Attorneys for Defendant Merritt Hospitality, LLC

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

MARIA SANDOVAL NUNEZ, an  
individual, on behalf of the State of  
California, as a private attorney general,

PLAINTIFF,

v.

MERRITT HOSPITALITY, LLC; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Judge  
Maren Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING  
JUDGMENT**

Date: XX  
Time: XX  
Dept.: 17

Complaint Filed: February 25, 2020  
FAC Filed: May 4, 2020  
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff MARIA  
3 SANDOVAL NUNEZ ("Plaintiff") against Defendant MERRITT HOSPITALITY, LLC  
4 ("Defendant"). The Motion for Final Approval of Class Action Settlement came before this Court  
5 on XX.

6 **WHEREAS**, Judge Maren Nelson granted preliminary approval of the Joint Stipulation of  
7 Class Action Settlement and Release of Claims ("Settlement Agreement"), attached to the  
8 concurrently filed Declaration of Kelsey M. Szamet as Exhibit 1, on XX.

9 **WHEREAS**, Plaintiff MARIA SANDOVAL NUNEZ has applied to the Court for an order  
10 granting final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed  
12 Settlement and for entry of an order of final approval and entry of final judgment thereon. The  
13 Court having read and considered Plaintiff's Motion for Final Approval of Class Action  
14 Settlement; Motion for Approval of Approval of Attorneys' Fees and Costs; the Declarations of  
15 Kelsey M. Szamet, MARIA SANDOVAL NUNEZ, and XX of ILYM Group, Inc.; and the  
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the  
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and  
21 in compliance with California Code of Civil Procedure, the California and United States  
22 Constitutions (including the due process clauses), the California Rules of Court and any other  
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby  
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described  
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class  
28 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. There are XX (XX) valid requests for exclusion.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The  
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the  
5 questions of law and fact involved because in the context of the Settlement: (i) there are questions  
6 of law and fact common to the Class Members which, as to the Settlement and all related matters,  
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of  
8 the Class members; and (iii) in negotiating, entering into and implementing the Settlement,  
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest  
10 of the Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to  
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
14 Action, their right to object to or exclude themselves from the proposed Settlement and their right  
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and  
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements  
17 of the California Code of Civil Procedure, the California and United States Constitution (including  
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all  
20 persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott  
21 during the Class Period."

22 9. "PAGA Member" or "Aggrieved Employee" is defined as: "all persons employed  
23 by Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA  
24 Period regardless of whether they opt out of the Class Settlement."

25 10. The "Class Period" is: the period beginning February 25, 2016, up to 60 days from  
26 November 23, 2020 or the date of preliminary approval of the settlement by the Court, whichever  
27 is earlier.

28 11. The "PAGA Period" is: the period beginning February 25, 2019, up to the date of

1 preliminary approval of the settlement by the Court.

2 12. The Settlement Agreement is not an admission by Defendant, nor is this Final Order  
3 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final  
4 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
5 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or  
6 wrongdoing on the part of Defendant.

7 13. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and  
8 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to  
9 the following release, which provides:

10 any and all claims that are asserted in the operative complaint and  
11 which could have been asserted based on the facts alleged in the  
12 complaint, which are or could be the basis of claims for failure to  
13 provide meal breaks pursuant to Labor Code §§ 226.7 and 512;  
14 failure to provide rest breaks pursuant to Labor Code § 226.7; failure  
15 to pay wages pursuant to Labor Code §§ 510, 1194, and 1199;  
16 penalties pursuant to Labor Code § 203, failure to issue accurate  
17 itemized wage statements under Labor Code § 226(a); violation of  
18 Business & Professions Code § 17200; and claims for restitution and  
19 other equitable relief, liquidated damages, punitive damages, or  
20 penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512,  
21 1194, and 1199.

22 14. Plaintiff and all Settlement Class Members who have not been timely and properly  
23 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred  
24 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class  
25 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any  
26 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any  
27 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members  
28 into a separate class for purposes of pursuing as a purported class action (including by seeking to  
amend a pending complaint to include class allegations, or by seeking class certification in a  
pending action) any lawsuit based on or relating to the Released Claims;

15. The Settlement Agreement provides that the Gross Settlement Fund is \$190,000.  
The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement.

1           16.     The Court orders the calculations and the payments to be made and administered in  
2 accordance with the terms of the Settlement Agreement.

3           17.     The Court hereby finds that Plaintiff and Class Counsel adequately represented the  
4 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby  
5 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

6           18.     The Court hereby finds the unopposed application of Class Counsel for a costs and  
7 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light  
8 of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$63,333.33 shall be  
9 paid for attorney fees and \$15,000.00 shall be paid for litigation costs.

10          19.     The unopposed application of Class Counsel for an Enhancement Award is hereby  
11 granted. Of the Gross Settlement Fund, a \$5,000.00 Enhancement Award shall be allocated to  
12 Named Plaintiff MARIA SANDOVAL NUNEZ.

13          20.     The unopposed application of Class Counsel for claims administration fees to  
14 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$12,000 shall be paid for  
15 settlement administration fees.

16          21.     The Court approves the PAGA Penalties in the amount of \$10,000. The Court  
17 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500. The  
18 Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500 shall  
19 be allocated to the PAGA Members.

20          22.     If a Settlement Class Member does not cash his or her settlement check within 160  
21 days, the uncashed funds shall be transmitted to XX.

22          23.     Defendant shall have no further liability for costs, expenses, interest, attorneys'  
23 fees, or for any other charge, expense, or liability, except as provided for in the Settlement  
24 Agreement.

25          24.     The Parties are authorized, without further approval from the Court, to agree to and  
26 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits  
27 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of  
28 Settlement Class Members under the Stipulation.

1           25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court  
2 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well  
3 as the administration and enforcement of the terms of the Settlement of this action to enforce the  
4 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain  
5 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the  
6 administration and enforcement of the Settlement. Any disputes or controversies arising with  
7 respect to the interpretation, consummation, enforcement, or implementation of the Settlement  
8 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict  
9 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms  
10 of the Settlement Agreement.

11           26. This Final Order shall constitute a final judgment.  
12

13 **DATED:** \_\_\_\_\_

\_\_\_\_\_  
**JUDGE OF THE SUPERIOR COURT**

EXHIBIT "3"

# KINGSLEY & KINGSLEY

| L A W Y E R S |

July 1, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Merritt Hospitality, LLC  
101 Merritt 7, 1st Floor  
Norwalk, CT 06851

Re: MARIA SANDOVAL NUNEZ v. MERRITT HOSPITALITY, LLC  
*California Labor Code § 2699 Penalties*

Gentlepersons:

This office represents MARIA SANDOVAL NUNEZ (“Plaintiff”) and a proposed group of current and former employees working for MERRITT HOSPITALITY, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of two groups of aggrieved employees defined as:

1. All persons who are employed or have been employed by MERRITT HOSPITALITY, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“Aggrieved Employees”).
2. All persons employed or formerly employed by MERRITT HOSPITALITY, LLC, who worked at the front desk at one of MERRITT HOSPITALITY, LLC’s California properties for one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“Suitable Seating Aggrieved Employees”).

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of (8) eight hours in one workday and any work in excess of forty (40) hours in any one workweek.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all Aggrieved Employees. Plaintiff and other Aggrieved Employees were not properly compensated

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

July 1, 2021

Page 2 of 3

for all hours worked over eight (8) hours in one day or forty (40) hours in one week at the appropriate overtime rate.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (5-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code §226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the Aggrieved Employees of their rights associated with meal periods by way of a lawful meal period policy and failed to provide compliant meal periods. Defendant required Plaintiff and the Aggrieved Employees to work shifts without providing them with meal periods of at least thirty minutes in length within the first five hours of their shifts and failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first five (5) hours of the shift.

Labor Code § 226.7 and Wage Order 5-2001 require Defendant to provide Plaintiff and the Aggrieved Employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. On a regular and consistent basis, Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest periods. Further, Plaintiff and the Aggrieved Employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant issued Plaintiff and the Aggrieved Employees itemized wage statements that do not accurately show overtime rates in violation of Labor Code §226(a)(9). Further, Plaintiff and the Aggrieved Employees are issued wage statements that do not include meal premiums as a result of the claims alleged above.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 1, 2021

Page 3 of 3

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, 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 therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all Aggrieved Employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all Aggrieved Employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

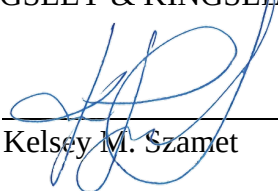
Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Additionally, Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission’s wage orders. IWC Wage Order 5-2001 requires employers to provide employees with suitable seats when the nature of work reasonably permits the use of seats. (See *Bright v. 99¢ Only Stores* (2010) 189 Cal.App.4th 1472, 1481-1482.)

Here, Defendant did not provide suitable seats for Suitable Seating Aggrieved Employees even though the nature of work reasonably permitted the use of seats. Suitable Aggrieved Employees’ duties mainly consist of assisting customers at the front desk. This could have been performed while seated, but Suitable Aggrieved Employees had to stand at their workstations for hours a time because Defendant failed to provide seats.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1198, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
  2. Merritt Hospitality, LLC via USPS Certified Mail # 7019 2970 0001 4016 5134

**(PROOF OF SERVICE)**  
**[CCP 1013(a)(3)]**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 27, 2021, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Jeffrey P. Fuchsman  
[jfuchsman@brgslaw.com](mailto:jfuchsman@brgslaw.com)  
**Ballard, Rosenberg, Golper & Savitt, LLP**  
15760 Ventura Blvd., 18th Floor  
Encino, CA 91436

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

Executed on October 27, 2021, at Woodland Hills, California.

  
\_\_\_\_\_  
Michelle A. Tanzer