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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

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 26, 2022
Time: 9:00 a.m.

Judge: Maren Nelson
Dept.: 17

1 I, Makenna Snow declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Sandoval*
6 *Nunez v. Merritt Hospitality, LLC* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement and Final Hearing* both in English and Spanish
18 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving
19 Settlement Class Members’ disputes over the number of workweeks Defendants have record of
20 them working during the Class Period, which was pre-printed on their individualized Class Notice;
21 (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
22 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
23 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
24 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
25 Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On December 8, 2021, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On December 9, 2021, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable workweeks worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 251 individuals.

6 6. As part of the preparation for mailing, all 251 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On January 4, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
15 251 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 14 Notice Packets have been returned to our office.
18 Of the 14 returned Notice Packets, none included a returned with a forwarding address. ILYM
19 Group performed a computerized skip trace on the 14 returned Notice Packets that did not have a
20 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
21 Packet. As a result of this skip trace, 12 updated addresses were obtained and the Notice Packet
22 was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

23 9. As of the date of this declaration, a total of 12 Notice Packets have been re-mailed.
24 Specifically, 12 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 2 Notice Packets have been deemed
26 undeliverable. Specifically, 2 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 11. As of the date of this declaration, ILYM Group has not received any requests for

1 exclusion. The deadline to request exclusion from the Settlement was March 5, 2022.

2 12. As of the date of this declaration, ILYM Group has not received any objections to
3 the Settlement. The deadline to file an objection to the Settlement was March 5, 2022.

4 13. As of the date of this declaration, ILYM Group will report a total of 251
5 Participating Class Members, representing 100% of the 251 Settlement Class Members.

6 14. Participating Class Members will receive a proportional share of the Net Settlement
7 Fund through individual settlement payments, based on the number of workweeks worked by Class
8 Members during the Class Period. The Net Settlement Fund is the amount remaining after
9 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
10 and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees
11 to ILYM Group, and the PAGA allocation, e.g.,

12	Gross Settlement Fund	\$190,000.00
13	Class Counsel Fees	\$63,333.33
14	Class Counsel Litigation Costs	\$15,000.00
15	Enhancement Award- Maria Sandoval Nunez	\$5,000.00
16	ILYM Group Fees	\$8,500.00
17	LWDA	\$7,500.00
18	Net Settlement Fund (estimated)	\$90,666.67
19	<i>Allocation to Class</i>	<i>\$88,166.67</i>
20	<i>Allocation to PAGA Members</i>	<i>\$2,500.00</i>

21 To determine a Participating Class Member's individual settlement award payment, the
22 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the
23 Applicable Workweeks worked by each Class Member during the Class Period, to the total number
24 of Applicable Workweeks worked by all Class Members during the Class Period. Based on these
25 calculations, the Participating Class Members will receive an estimated average gross payment of
26 \$351.26, with the estimated highest gross payment being \$745.64.

27 To determine a PAGA Member's individual PAGA payment, the distribution shall be
28 divided amongst all PAGA Members on a pro rata basis, based on the ratio of the Applicable PAGA

1 Workweeks worked by each PAGA Member during the PAGA Period, to the total number of
2 Applicable PAGA Workweeks worked by all PAGA Members during the PAGA Period. Based on
3 these calculations, the PAGA Members will receive an estimated average gross payment of \$9.96,
4 with the estimated highest gross payment being \$24.07.

5 15. ILYM Group's total fees and costs for services in connection with the administration
6 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
7 costs for completion of the settlement administration, are \$8,500.00. ILYM Group's work in
8 connection with this matter will continue with the calculation of the settlement award payments,
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
14 was executed this 14th day of April 2022, at Tustin, California.

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17 Makenna Snow
18 MAKENNA SNOW
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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:

DO NOTHING	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.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Merritt Hospitality. If you ask to be excluded, you <u>will not</u> receive a share of the settlement

ILYM ID: [ILYM ID]

	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.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by March 5, 2022.**

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: \$8,500

After these deductions, \$90,666.67 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 [workweeks]. 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 class settlement amount is [Individual Settlement Amount]. Your estimated PAGA settlement amount is [Individual PAGA Amount].

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.
P.O. Box 2031
Tustin, CA 92781
claims@ilymgroup.com
Telephone: (888) 250-6810
www.ilymgroup.com\MerrittHospitality

You must submit such information by March 5, 2022. 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 Labor Code Private Attorneys General Act of 2004 for violations set forth in Plaintiff's amended PAGA letter sent on July 1, 2021 and nothing else.

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 March 5, 2022.

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031

ILYM ID: [ILYM ID]

Tustin, CA 92781
claims@ilymgroup.com
Telephone: (888) 250-6810
www.ilymgroup.com\MerrittHospitality

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 March 5, 2022, 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 March 5, 2021 by mail or email to:

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
claims@ilymgroup.com
Telephone: (888) 250-6810
www.ilymgroup.com\MerrittHospitality

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 March 5, 2022. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Los Angeles County Superior Court, on May 26, 2022, at 9:00 a.m. (Pacific Time).

<u>Class Counsel:</u> Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	<u>Counsel for Merritt Hospitality, LLC:</u> Jeffrey P. Fuchsman, Esq. Ballard, Rosenberg, Golper & Savitt, LLP 15760 Ventura Blvd., 18th Floor Encino, CA 91436 Telephone: (818) 508-3700
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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 May 26, 2022, at 9:00 a.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 May 26, 2022, at 9:00 a.m. (Pacific Time). The address is 312 N Spring St, Los Angeles, CA 90012. You may appear remotely. You may contact Class Counsel for remote appearance instructions prior to May 26, 2022

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.
P.O. Box 2031
Tustin, CA 92781
claims@ilymgroup.com
Telephone: (888) 250-6810
www.ilymgroup.com\MerrittHospitality

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.

[NOMBRE DEL PARTICIPANTE DE LA DEMANDA COLECTIVA]

MARIA SANDOVAL NUNEZ vs. MERRITT HOSPITALITY, LLC

Corte Superior del Estado de California, Condado de Los Ángeles

Número de caso: 20STCV07198

Si usted es o fue un empleado de MERRITT HOSPITALITY, LLC ("Merritt Hospitality" o "Demandado"), una demanda colectiva puede afectar sus derechos y puede que tenga derecho a los subsidios según el acuerdo.

No está siendo demandado. Una corte autorizó este aviso. Esta no es una solicitud de un abogado.

POR FAVOR LEA ESTE AVISO DETENIDAMENTE. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

- Esta demanda involucra a una demanda colectiva definida como:
"Todas las personas empleadas por el Demandado como empleados no exentos pagados por hora en el Warner Center Marriott durante el Período de la Demanda Colectiva".
- El "Período de la Demanda Colectiva" significa el período que comienza el 25 de febrero de 2016 hasta el 22 de enero de 2021.
- Está recibiendo este aviso porque los registros reflejan que puede ser uno de los participantes de la demanda colectiva mencionados anteriormente.
- El demandante en esta demanda colectiva alega que el demandado no proporcione períodos legales de comida y descanso, no pago los salarios, no pago los salarios legales al momento de la desvinculación o renuncia, no proporcione declaraciones de salarios detallados y precisos, participó en prácticas comerciales injustas y es responsable por sanciones bajo la Ley de California del Derecho de los Particulares a Autorepresentarse en Juicio o "PAGA, por sus siglas en inglés". El Demandado niega los reclamos del Demandante y manifiesta que ha cumplido con todas sus obligaciones legales frente a sus empleados.
- El "Período PAGA" significa el período que comienza del 25 de febrero de 2019 hasta el 22 de enero de 2021.
- "Participante de PAGA" o "Empleado Afectado" significa todas las personas empleadas por el Demandado como empleados no exentos pagados por hora en el Warner Center Marriott durante el Período de PAGA, independientemente de si eligen no participar en el Acuerdo colectivo. En consecuencia, seguirán recibiendo una parte prorrateada del Pago de PAGA incluso si elige [Sic] estará sujeto a la descarga de PAGA (consulte la Sección 8 a continuación).
- Se ha llegado un acuerdo que afecta sus derechos. Aunque la Corte ha autorizado a las Partes a proporcionar este aviso del acuerdo propuesto, la Corte no ha expresado ninguna opinión sobre los méritos de los reclamos del Demandante o las defensas del Demandado.
- Merritt Hospitality no lo penalizará ni tomará represalias contra usted por participar en este acuerdo de demanda colectiva. Si actualmente es empleado de Merritt Hospitality, su empleo no se verá afectado de ninguna manera. Los empleados actuales de Merritt Hospitality que elijan participar en el acuerdo no tendrán que renunciar y pueden continuar trabajando para Merritt Hospitality.
- Usted tiene varias opciones disponibles:

NO HACER NADA	Si no hace nada, recibirá una parte de los subsidios del acuerdo y renunciará a cualquier derecho a demandar a Merritt Hospitality por reclamos que el Demandado no proporcionó períodos legales de comida y descanso; no pagó salarios; no pagó salarios legales al momento de la desvinculación o renuncia;
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ILYM ID: [ILYM ID]

	no proporcionó recibos de nómina desglosados y precisos; ejerciendo prácticas comerciales desleales; o está sujeto a sanciones PAGA durante el Período de la demanda colectiva.
SOLICITAR SER EXCLUIDO (ELEGIR NO PARTICIPAR)	Exclúyase de esta demanda. Mantenga su derecho a presentar una demanda por separado contra Merritt Hospitality. Si solicita ser excluido, no recibirá parte de los subsidios del acuerdo, pero conservará todos los derechos que pueda tener para presentar su propia demanda contra Merritt Hospitality por los mismos reclamos legales incluidos en esta demanda.
OPONERSE	Puede oponerse a las cláusulas de este Acuerdo.

Sus opciones se le explican en este aviso.

Para elegir no participar u oponerse, debe actuar a más tardar el 5 de marzo de 2022.

1. ¿Por qué recibí este aviso?

Se ha llegado a una propuesta de acuerdo en una demanda colectiva que fue interpuesta en representación de los empleados de Merritt Hospitality. Usted recibió este aviso porque los registros de Merritt Hospitality indican que usted es un participante de esta demanda colectiva.

2. ¿De qué trata esta demanda?

Esta demanda fue interpuesta el 25 de febrero de 2020 en representación de todas las personas que son empleados o fueron empleados como empleados pagados por horas de Merritt Hospitality en el estado de California. La demanda vigente alega causales de acción legal colectivas contra Merritt Hospitality por no proporcionar períodos de comida y descanso legales según el Código Laboral §§226.7 y 512; falta de pago de salarios legales al momento de la desvinculación o renuncia bajo el Código Laboral §203; no proporcionar recibos de nómina desglosados y precisos según el Código Laboral §226 (a); y ejercer prácticas comerciales desleales bajo el Código Comercial y Profesional §17200 y los siguientes; y sanciones en virtud de la Ley del Derecho de los Particulares a Autorepresentarse en Juicio del Código Laboral, Código Laboral §2698 y los siguientes. El demandante enmendó la demanda para agregar un reclamo por salarios de acuerdo con el Código Laboral §§510, 1194 y 1199.

3. ¿La Corte ha resuelto quién tiene la razón?

No. La Corte no ha resuelto con respecto a los méritos de las alegaciones del Demandante o las defensas del Demandado.

4. ¿Por qué se llegó a un acuerdo en este caso?

Las Partes llegaron a un acuerdo para evitar el riesgo, las molestias y los gastos de un prolongado litigio. El demandante y sus abogados creen que el acuerdo propuesto es justo, adecuado y en el mejor interés de los participantes de la demanda colectiva a quienes se aplica, dado el resultado de su investigación, el consumo de tiempo y recursos necesarios en relación con un litigio prolongado y la incertidumbre en la ley que rige algunas de los reclamos presentados. Aunque el Demandado disputa los reclamos del Demandante y manifiesta que ha cumplido con todas sus obligaciones legales hacia sus empleados, el Demandado también ha concluido que el litigio sería prolongado y costoso y también le quitaría tiempo a la administración y a los empleados.

5. ¿Cuáles son las cláusulas del acuerdo y cuánto recibiré?

El Fondo de Liquidación Bruto es \$190,000. Según el acuerdo propuesto, los siguientes importes se deducirán antes de realizar cualquier pago a los empleados, sujeto a la aprobación definitiva de la Corte:

- Incentivo al representante del colectivo para el Representante de la Demanda Colectiva: \$5,000.00
- Honorarios de abogados: \$63,333.33
- Costos de litigio: \$15,000.00
- Sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral: \$7,500

- Costos de Gestión de la Demanda: \$ 8,500

Después de estas deducciones, \$90,666.67 estarán disponibles para pago a los participantes de la demanda colectiva que reciban este aviso (“Fondo de liquidación neto”).

Los Pagos de Liquidación Individual de cada Participante de la Demanda Colectiva se determinarán de manera prorrateada en función del número de semanas laborales durante las cuales el empleado trabajó en proporción al número total de semanas laborales de todos los participantes de la demanda colectiva.

Todos los Pagos de Liquidación Individual se asignarán de la siguiente manera: 20% para liquidación de reclamos salariales y 80% para liquidación de reclamos por intereses y multas legales.

Según los registros de Merritt Hospitality, el número total de semanas laborales que trabajó como empleado durante el período de tiempo relevante es [semanas laborales]. Si no está de acuerdo con esta información y desea que alguien investigue el asunto, siga el procedimiento a continuación. Según estas semanas laborales, el importe estimado de la liquidación de la demanda colectiva es [Importe de liquidación individual]. Su importe estimado de liquidación de PAGA es [Importe de PAGA individual].

6. ¿Qué sucede si no estoy de acuerdo con el número de semanas laborales que se muestra en la sección anterior?

Si cree que la información del aviso es incorrecta con respecto al número de semanas laborales, deberá escribir una carta o correo electrónico indicando el número de semanas laborales que cree que es correcto. Puede adjuntar cualquier documentación relevante que respalde su alegación. Debe enviar su carta por correo o correo electrónico a:

Administrador del Acuerdo
a cargo de ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Claim@ilymgroup.com
Teléfono: (888) 250-6810
www.ilymgroup.com\MerrittHospitality

Debe enviar dicha información antes del 5 de marzo de 2022. Los Abogados de la Demanda Colectiva y el Administrador del acuerdo trabajarán juntos de buena fe y harán todo lo posible para resolver rápidamente la disputa en función de los registros disponibles. En el caso de que no puedan resolver cualquier disputa bajo esta sección, el Administrador del Acuerdo revisará toda la información, el material y los documentos y tomará una resolución con respecto a la disputa. Si fuera necesario, la Corte revisará la disputa y tomará la resolución definitiva y vinculante.

7. ¿Qué tengo que hacer para recibir una parte del acuerdo?

Si desea recibir un subsidio según las cláusulas de este acuerdo, no tiene que hacer nada. Sin embargo, se le aconseja que confirme su dirección postal actual con el Administrador del Acuerdo para asegurarse de recibir su parte de la liquidación. Estará cubierto por el comunicado resumido en la Sección 8, a continuación.

8. ¿A qué derechos estoy renunciando?

Los reclamos que descargará al no hacer nada son: todos y cada uno de los reclamos que se alegan en la demanda vigente y que podrían haberse alegado con base en los hechos alegados en la demanda, que son o podrían ser la base de los reclamos por falta de suministro de periodos de comida, de acuerdo con el Código Laboral §§226.7 y 512; no proporcionar descansos de acuerdo con el Código Laboral §226.7; falta de pago de salarios de acuerdo con las secciones 510, 1194 y 1199 del Código Laboral; sanciones de acuerdo con el Código Laboral §203, no emitir recibos de nómina desglosados y precisos según el Código Laboral §226 (a); violación del Código Comercial y Profesional §17200; y reclamos de restitución y otra reparación de daños equitativa, daños

liquidados, daños punitivos o sanciones basadas en el Código Laboral §§203, 226 (a), 226.7, 510, 512, 1194 y 1199.

Si fue empleado durante el Período PAGA, también descargará: todos y cada uno de los reclamos por sanciones bajo la la Ley del Derecho de los Particulares a Autorepresentarse en Juicio del Código Laboral de 2004 por violaciones establecidas en la carta PAGA enmendada del Demandante enviada el 1 de julio de 2021 y solo eso.

9. ¿Qué sucede si no deseo participar?

Cualquiera que no desee participar en el acuerdo puede excluirse ("elegir no participar") completando, firmando y enviando por correo o por correo electrónico una carta que indique que no desea participar en el acuerdo al Administrador del acuerdo, ILYM Group, Inc., a más tardar el 5 de marzo de 2022.

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Toda solicitud de exclusión: (1) debe contener el nombre y la dirección del Participante de la Demanda Colectiva que solicita la exclusión; (2) debe contener una declaración que exprese que el Participante de la Demanda Colectiva desea ser excluido del Acuerdo; (3) debe estar firmado por el Participante de la Demanda Colectiva; y (4) deben tener un matasellos o estampilla del fax antes de la Fecha límite de respuesta y remitirse al Administrador del Acuerdo a la dirección o número de fax especificados. Si su Solicitud de Exclusión tiene matasellos posterior al 5 de marzo de 2022, será rechazado y usted será un Participante de la Demanda Colectiva y estará sujeto a las cláusulas del acuerdo y la descarga. Cualquiera que presente una Solicitud de Exclusión válida y oportuna no se considerará Participante de la Demanda Colectiva y no recibirá ningún pago como parte de este acuerdo. Dichas personas conservarán los derechos de demandar a Merritt Hospitality por separado sobre los reclamos realizados en esta demanda.

10. ¿Qué sucede si tengo una impugnación?

Un participante de la demanda colectiva puede oponerse el acuerdo por escrito o en persona. Las impugnaciones por escrito y todos los resúmenes de respaldo u otros materiales deben remitirse al Administrador del Acuerdo a más tardar el 5 de marzo de 2021 por correo o correo electrónico a:

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El Aviso de Impugnación debe estar firmado por el Participante de la Demanda Colectiva e indicar: (1) el nombre completo y la dirección del Participante de la Demanda Colectiva; y (2) la base de la impugnación.

Cualquier participante de la demanda colectiva puede presentar una impugnación en la Audiencia de Aprobación Decisiva con o sin presentar o entregar una impugnación por escrito. El participante de la demanda colectiva puede comparecer personalmente o por medio de un abogado, a su cargo, en la Audiencia de Aprobación Decisiva para presentar su impugnación directamente a la Corte. Cualquier abogado que represente a una persona que se

oponga a este Acuerdo y que no haya presentado una impugnación por escrito deberá presentar una notificación de comparecencia ante el juez y notificar a los Abogados de la Demanda Colectiva y a los Abogados defensores a más tardar el 5 de marzo de 2022. La Audiencia de Aprobación Decisiva e Imparcialidad se llevará a cabo en el Departamento 17 de la Corte Superior del Condado de Los Ángeles, el 26 de mayo de 2022, en 09 a.m (Hora del Pacífico).

<u>Abogados de la demanda colectiva:</u> Lic. Eric B. Kingsley, Lic. Kelsey M. Szamet, Kingsley y Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Teléfono: (818) 990-8300	<u>Asesores legales de Merritt Hospitality, LLC:</u> Lic. Jeffrey P. Fuchsman, Ballard, Rosenberg, Golper & Savitt, LLP 15760 Ventura Blvd., piso 18 Encino, CA 91436 Teléfono: (818) 508-3700
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Se considerará que cualquier Participante de la Demanda Colectiva que no presente una impugnación por escrito oportunamente o que no presente una impugnación en persona en la Audiencia de Aprobación Decisiva ha renunciado a cualquier impugnación y se le impedirá hacer cualquier impugnación al Acuerdo, ya sea mediante apelación o de otra forma.

11. ¿Necesito un abogado?

No es necesario que contrate a su propio abogado porque los Abogados de la Demanda Colectiva están representando. Sin embargo, si desea tener su propio abogado, puede contratar uno por su cuenta.

12. ¿Qué sucede a continuación en el caso?

El Acuerdo solo ha sido aprobado preliminarmente. La Corte celebrará una audiencia en el Departamento 17 de la Corte Superior del Condado de Los Ángeles, el 26 de mayo de 2022, a las 09 a.m (Hora del Pacífico), para considerar cualquier impugnación y determinar si el acuerdo debe aprobarse decisivamente como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe la solicitud de los Abogados de la Demanda Colectiva para los honorarios y costos de los abogados, el incentivo al representante del colectivo y los costos de gestión de la demanda. La audiencia puede celebrarse sin previo aviso. No es necesario que comparezca a esta audiencia.

Puede comparecer en persona o de forma remota a la Audiencia de Aprobación Decisiva. Puede comparecer en persona presentándose al Departamento 17 de la Corte Superior del Condado de Los Ángeles el 26 de mayo de 2022, a las 09 a.m. (Hora del Pacífico). La dirección es 312 N Spring St, Los Ángeles, CA 90012. Puede aparecer de forma remota por [El Administrador del Acuerdo debe insertar un enlace específico una vez que lo obtengamos de la Corte].

13. ¿Cómo puedo recibir más información?

Este aviso es un resumen de las cláusulas básicas del acuerdo. Para obtener más información, también puede llamar al Administrador del Acuerdo de Merritt Hospitality, ILYM Group, Inc. (relacionados anteriormente), o los Abogados de la Demanda Colectiva (relacionados anteriormente).

14. Haga favor de mantener informado al Administrador del Acuerdo sobre cualquier cambio en su dirección.

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15. ¿Cómo se le dará la notificación de la resolución definitiva a los participantes de la demanda colectiva?

ILYM ID: [ILYM ID]

El Administrador del Acuerdo publicará la notificación de la resolución definitiva en el sitio web del acuerdo.

No llame a la Corte, a la Oficina del Secretario ni al abogado de Merritt Hospitality para obtener información sobre este acuerdo.

(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 May 4, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF MAKENNA SNOW OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL 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
Ballard, Rosenberg, Golper & Savitt, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436

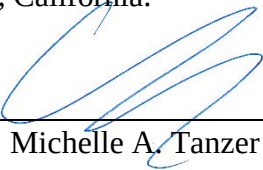
☐ **(BY MAIL)** I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware 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 May 4, 2022, at Encino, California.



Michelle A. Tanzer