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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JUNE GARCIA, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HILTON RESORTS CORPORATION, a
Delaware corporation; HILTON GRAND
VACATIONS COMPANY, LLC, a Delaware
limited liability company; HILTON GRAND
VACATIONS MANAGEMENT, LLC, a
Nevada limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No: 37-2023-00024664-CU-OE-CTL

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 21, 2025

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff JUNE GARCIA (hereafter "Plaintiff") in this wage and hour class action filed against
6 Defendants HILTON RESORTS CORPORATION, HILTON GRAND VACATIONS COMPANY,
7 LLC, and HILTON GRAND VACATIONS MANAGEMENT, LLC, (hereinafter "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
9 Approval of Class and PAGA Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
13 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
14 Class Notice.

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
16 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
17 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
18 Counsel's compliance with California Labor Code Section 2699(l)(2).

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
20 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

21 **II. INTRODUCTION**

22 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
24 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
25 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
26 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
27 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
28 denied or of Defendants prevailing at trial. The entire Net Settlement Amount will be paid to all Class

1 Members who do not opt out of the Settlement resulting in an average Individual Settlement Payment
2 of \$957.71 to the non-exempt Class Members and \$1,420.69 to the exempt Class Members.

3 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary
4 settlement approval and falls within the range of reasonableness. The average Individual Settlement
5 Payments to the Participating Class Members meets awards in similar wage and hour class actions.
6 Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff
7 respectfully request the Court grant preliminary approval of the Settlement.

8 **III. FACTS AND PROCEDURE**

9 **A. Overview of the Litigation**

10 8. Defendants develop, manage, market and operate vacation property ownership resorts in
11 California, including San Diego County, where Plaintiff worked. Plaintiff was employed by Defendants
12 from 2012 to June of 2022. Plaintiff alleges that the Class was denied legally compliant meal and rest
13 periods, overtime compensation and was not reimbursed for necessary business expenses. Throughout
14 her employment, Plaintiff was subject to Defendants' written policies and procedures contained in,
15 among other documents, the "Team Member Handbook."

16 9. Generally, this Action alleges that Defendants failed to provide compliant meal and rest
17 periods, failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to
18 furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and
19 failed to pay all wages upon separation. Defendants denies liability for each of Plaintiff's claims.
20 Further, Defendants asserts that they fully complied with all applicable employment laws and raised
21 several other significant defenses to Plaintiff's claims, as detailed below.

22 10. On June 13, 2023, Plaintiff served Defendants and the Labor and Workforce
23 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
24 Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions
25 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and
26 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
27 Code Sections 2698 *et seq* ("PAGA").

28 ///

1 11. Also on June 13, 2023, Plaintiff filed the above titled class action complaint in the San
2 Diego County Superior Court, Case No. 37-2023-00024664-CU-OE-CTL (the “Action”). The Action
3 alleged eight causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus.
4 & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§
5 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*;
6 (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
7 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab.
8 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized
9 Wage Statements in violation of Cal. Lab Code §226; (7) Failure to Pay Wages When Due in violation
10 of Cal. Lab. Code §§ 201, 202, and 203; and (8) Failure to Reimburse for Required Expenses in
11 violation of Cal. Lab. Code § 2802.

12 12. On October 3, 2023, Plaintiff filed a First Amended Complaint to add a ninth cause of
13 action for civil penalties under the PAGA.

14 13. The Parties agreed early to mediate the Action. The Parties also agreed to continue
15 discovery, but on an informal basis, to prepare for mediation. Such discovery included production of
16 documents and data points subject to the mediation privilege, including but not limited to, a sampling
17 of the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s counsel
18 retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’ time and
19 payroll data.

20 14. On June 13, 2024, the Parties participated in a full day mediation with respected jurist
21 and experienced wage and hour and PAGA mediator Hon. Brian C. Walsh (Ret.). The Parties reached
22 a settlement after both sides agreed to a Mediator’s proposal which was subsequently memorialized in
23 the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-
24 form settlement agreement, which is the subject of the instant motion.

25 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

26 15. Months before filing the Action, Class Counsel began its pre-filing investigation into the
27 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
28 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,

1 including various written policies and portions of her payroll records. At the conclusion of the
2 interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

3 16. Class Counsel subsequently requested Plaintiff's employee files from Defendants. In
4 response, Defendants produced hundreds of pages of documents, including but not limited to, copies of
5 Defendants' written policies and Plaintiff's payroll records and compensation plan. Class Counsel
6 reviewed and analyzed the documents and determined the documents appeared to substantiate
7 Plaintiff's claims.

8 17. To prepare for mediation, Defendants produced the time and payroll records for the Class
9 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
10 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
11 handbooks, policies, and agreements. In total, Class Counsel reviewed more than 500 pages of
12 documents and more than two-hundred thousand unique cells of time and payroll data.

13 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
14 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
15 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
16 credentialed and experienced experts in their fields and have provided their expertise on thousands of
17 cases.

18 19. BCG analyzed Defendants' time and payroll data to assist in the development of various
19 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
20 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
21 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
22 meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount
23 of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and
24 rest period premiums paid during the Class Period.

25 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
26 determining Plaintiff's suitability as a putative class representative through interviews, background
27 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
28 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,

1 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
2 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
3 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
4 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
5 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
6 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
7 independent assessment of the reasonableness of the terms to which the Parties have agreed.

8 21. Class Counsel only agreed to enter the Settlement following this thorough investigation
9 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
10 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
11 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
12 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms
13 are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

14 **C. The Parties Settled at Mediation**

15 22. On June 13, 2024, the Parties conducted a full day of mediation with Hon. Brian C. Walsh
16 (Ret.). Judge Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of
17 the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance.
18 Namely, the Parties exchanged information regarding their respective claims and defenses, including
19 their respective evaluation of the damages. The mediation concluded with a settlement, after both sides
20 agreed to a Mediator's proposal. The complete and final terms of the Parties' settlement are now set
21 forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and
22 reasonable compromise of the claims at issue.

23 **IV. ARGUMENT**

24 **A. The Court Should Preliminarily Approve the Settlement**

- 25 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by Experienced
26 Counsel.

27 23. The Parties participated in mediation the mediator Hon. Brian C. Walsh (Ret.). Judge
28 Walsh managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks

1 to both sides. After a full day of mediated negotiations, the Parties reached an agreement via a
2 mediator's proposal and the mediation session concluded with a settlement.

3 24. Once the Parties agreed to the mediator's proposal, the Parties engaged in negotiations
4 regarding the written terms of the class action settlement. The Agreement is the final product of the
5 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
6 compromise of the claims at issue.

7 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of the Settlement's
8 Reasonableness.

9 25. As set forth in greater detail above, Class Counsel conducted a very thorough
10 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
11 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
12 Although no two cases are identical, this research provided Class Counsel with a marker to inform
13 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
14 Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
15 counsel in settlement discussions that culminated in the proposed settlement now before the Court

16 26. Class Counsel only agreed to enter the Settlement following their thorough investigation
17 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
18 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
19 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
20 Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair,
21 reasonable, and adequate, the Court should preliminarily approve the Settlement.

22 3. Class Counsel's Thorough Investigation Provided an Objective Measurement of the
23 Settlement's Reasonableness.

24 a. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.

25 27. The Gross Settlement Amount of \$435,000.00 is fair and reasonable considering the
26 nature and magnitude of the claims being settled and the various potential impediments to recovery.
27 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
28 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The

1 various models were informed by Class Counsel’s investigation, including the analysis of a significant
2 sample of time and payroll data. Class Counsel projected Defendants’ liability exposure for *class claims*
3 (excluding PAGA Penalties) ranged between \$1,469,510.92 (“Realistic Damages”) and \$3,351,601.30
4 (“Maximum Damages”) if successful at trial. This range reflects the uncertainty regarding several of
5 the claims. Thus, the Gross Settlement Amount represents a recovery of between 29% (“Realistic
6 Damages”) and 13% (“Maximum Damages”) of Defendants’ class-wide exposure – well within the
7 recognized range of reasonableness. The following summarizes Defendants’ liability exposure.

8 28. Plaintiff alleges that Defendants failed to include certain non-discretionary bonuses and
9 commissions when calculating the regular rate of pay when paying overtime wages and meal period
10 premiums. Specifically, Plaintiff alleges that Class Members received a number of non-discretionary
11 bonuses and commissions but failed to consider these payments when calculating Class Members’
12 overtime rate and meal period premiums. The regular rate of pay, which can change from pay period to
13 pay period, includes adjustments to the straight time rate, reflecting, among other things, non-
14 discretionary bonuses and awards, shift differentials and the per-hour value of any non-hourly
15 compensation the employee has earned. *Alvarado v. Dart Container Corp. of California* (2018) 4
16 Cal.5th 542, 552-554. For overtime work, “an employee must receive a 50 percent premium on top of
17 his or her regular rate of pay[.]” *Id.* at 553. California law also requires meal period premiums and rest
18 period premiums to be paid at an employee’s regular rate of pay. See *Ferra v. Lowes Hollywood Hotel,*
19 *LLC* (2021) 11 Cal.5th 858.) Conversely, Defendants denied liability and argued that it audited its own
20 records prior to this lawsuit and preemptively paid employees that may have been underpaid wages due
21 to a regular rate error. Taking into account Defendants’ defenses, Plaintiff estimates Defendants’
22 exposure for this claim to be between \$190,371.60 and \$475,929.00.

23 29. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
24 Specifically, Plaintiff alleged that Defendants’ required Class Member to stay on premises and on-call
25 during rest periods, which, Plaintiff alleges, runs afoul of the California Supreme Court’s ruling in
26 *Augustus v. ABM Security Services, Inc.*, 5 Cal.5th 257, 269 (2016). Plaintiff also alleges that rest breaks
27 were often missed or were not duty-free due to Defendants’ rigorous workload requirements and
28 understaffing. Defendants deny Plaintiff’s claim and contend that Defendants maintained California-

1 specific meal and rest break policies, which did not require employees to remain on premises. Moreover,
2 Defendants contends that establishing Plaintiff's rest period claim would rely, almost entirely, on Class
3 Member testimony, making it a riskier claim at class certification and liability stages. Certification
4 likely would have required depositions of Class Members who provided declarations, and Defendants
5 surely would have obtained opposing declarations stating either rest breaks were taken, or rest breaks
6 were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL
7 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
8 defendant may have an illegal, written rest break policy is insufficient for this Court to find that common
9 issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2 WL
10 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate
11 uniform practices. Taking into account Defendants' defenses, Plaintiff estimates Defendants' exposure
12 for this claim to be between \$412,565.66 and \$1,031,414.15.

13 30. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
14 Specifically, Plaintiff alleges that because of Defendants' understaffing and rigorous workload
15 requirements, Defendants regularly failed to provide meal periods, or provided meal periods that were
16 late, short and/or interrupted. Based on a review of Defendants' data, Plaintiff's expert found that over
17 half of shifts between 5 and 6 ours did not have a recorded meal break, and Plaintiff does not believe
18 that meal break waivers were provided to or signed by the Class. Defendant argued that it has paid
19 thousands of meal period premiums throughout the Class Period, maintains compliant written meal
20 periods and moreover, that determining why various employees may not have taken a meal break would
21 require an individualized determination that is not amenable to class certification. Taking into account
22 Defendants' defenses, Plaintiff estimates Defendants' exposure for this claim to be approximate
23 \$412,565.66 and \$1,031,414.15.

24 31. Plaintiff alleged that Defendants required Class Members to use personal cell phones for
25 work-related communications, including but not limited to, communicating with co-workers, supervisors,
26 and clients. Additionally, Plaintiff and other Class Members were required to use their personal cell phone
27 to utilize the video chat feature during team meetings and other trainings. Without using her personal cell
28 phone, Plaintiff could not carry out her essential job duties. Defendants maintain that there is no company

1 policy requiring employees to use their personal cell phones or even permitting personal cell phone to
2 conduct business. Accordingly, to the extent any employee chose to use their personal cell phone for a
3 business purpose, this was a personal choice, and one that Defendants were unaware of. Taking into
4 account Defendants' defenses, Plaintiff estimates Defendants' exposure for this claim to be between
5 \$163,087.50 and \$217,450.00.

6 32. Plaintiff contends that Defendants' alleged violations resulted in derivative violations of
7 Labor Code section 203 and 226. Class Counsel considered these penalties and weighed the potential
8 recoveries against probable defenses. Specifically, Defendants contend that Plaintiff could not prove
9 the "willful" prong needed to obtain waiting time penalties under Labor Code Section 203. Additionally,
10 Defendants contend that Plaintiff cannot show that Class Members suffered an "injury" because of wage
11 statement violations, as required by Labor Code section 226. Plaintiff would have to overcome
12 precedent to prove the Class were entitled to these penalties. See, e.g., *Howard v. CVS Caremark Corp.*,
13 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same
14 penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp.2d 1122, 1134-1137 (C.D. Cal. 2011) (finding
15 insufficient evidence of bad faith or actual injury). These claims represented Plaintiff's most legally
16 precarious and uncertain claims. Taking this into account, Plaintiff estimated Defendants' exposure for
17 waiting time penalties to be between \$213,108.00 and \$284,144.00, and its exposure for wage statement
18 statutory penalties to be between \$77,812.50 and 311,250.00.

19 33. Class Counsel's damage models also estimated Defendants' exposure for PAGA
20 penalties. At the time of mediation, Plaintiff estimated Defendants' PAGA exposure to be
21 approximately \$963,750.

22 34. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$25,000 which
23 is 5.7% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
24 Payment. Seventy-Five percent (75%) of the PAGA Payment (\$18,750.00) will be paid to the LWDA
25 ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$6,250.00)
26 will be distributed to the PAGA Members ("PAGA Member Payment"), which is within the range of
27 PAGA Payment approved by courts and should be approved.

28 ///

1 **a. Inherent Risks of Continued Litigation Support Preliminary Approval**

2 35. With respect to the most immediate challenge, i.e., class certification, the risks attendant
3 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
4 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
5 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
6 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
7 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
8 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
9 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
10 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
11 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
12 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
13 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
14 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
15 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
16 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
17 certification of driver meal and rest period claims based on the predominance of individual issues).
18 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
19 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
20 settlement.

21 36. Finally, continuing to litigate this action would require continued and extensive resources
22 coupled with significant Court time to proceed through trial and post-trial motions; which can often
23 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
24 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
25 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
26 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
27 the risk of an appeal and subsequent reversal is real.

28 ///

1 37. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$435,000.00 that
2 is roughly between approximately 29% of Defendants’ realistic *class-wide* liability exposure for
3 damages, and approximately 13% of Defendants’ maximum class wide liability exposure for damages
4 and statutory penalties. Given the amount of the settlement here, as compared to potential value of the
5 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

6 **B. Proposed Notice Informs the Class About the Case and Settlement**

7 38. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
8 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
9 mail the proposed Notice Packet to all Class Members. The Notice will include information regarding
10 the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the class definition, the
11 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
12 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
13 and scope of the Released Claims. Agreement at § III(N)(2). The Parties negotiated this method to
14 ensure delivering the most reasonable method of notice to the Class Members while ensuring cost
15 effective administration of the Settlement.

16 39. Accordingly, both the method of disseminating the Notice Packet and content of the
17 Notice Packet satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41
18 Cal.3d 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed
19 compromise and of the options open to dissenting class members.”).)

20 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

21 40. The Settlement provides for an Enhancement Award of not more than \$10,000.00 to
22 Plaintiff. The Enhancement Award is fair and reasonable compensation for Plaintiff’s efforts bringing
23 the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
24 Counsel on the status of her case and the strategies for prosecuting the claims, reviewing the proposed
25 Settlement to ensure that its terms are fair and provide adequate relief for the Participating Class
26 Members, and agreeing to provide Defendants a general release of all claims arising out of her
27 employment.

28 ///

1 41. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated
2 Enhancement Award once preliminary approval of the Settlement is granted. Plaintiff respectfully
3 submit that the above showing is sufficient for preliminary approval of the negotiated Enhancement
4 Award.

5 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

6 42. Class Counsel took this matter on a contingency fee basis and invested significant time
7 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
8 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.
9 Considering the positive outcome for the Class Members, and in light of the supporting authority, the
10 proposed Class Counsel Award is fair and reasonable.

11 43. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
12 preliminary approval of the Settlement is granted. Plaintiff respectfully submit that the above showing
13 is sufficient for preliminary approval of the negotiated attorneys' fees.

14 **E. Provisional Certification for Settlement Purposes Is Appropriate**

15 44. For Settlement purposes only, Plaintiff contends, and Defendants do not dispute, that
16 provisional certification of the Class is appropriate.

17 45. Because all Class Members are Defendants' current and former employees, the class is
18 readily ascertainable from Defendants' regular business records, i.e., payroll records.

19 46. Factually, Defendants' liability can be determined by facts common to all members of
20 the class. The wage and hour issues are both numerous and substantial, and a class action is the most
21 advantageous method of dealing with the claims of the Class Members.

22 47. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class.
23 Plaintiff has already demonstrated her ability to advocate for the interests of the Class Members by
24 initiating this litigation, reviewing documents received via informal discovery, and evaluating the
25 proposed settlement to assure that it is fair.

26 **F. Class Counsel's Experience**

27 48. Plaintiff, the Settlement Class Members and the PAGA Members are represented by
28 competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC

1 (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
2 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
3 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
4 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
5 Attorney), John L. Nitti (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Administrative
6 Assistant), Sara Christensen (Legal Assistant), Andrew Ward (Law Clerk), and Libia Ramirez
7 (Secretary).

8 49. I am qualified to represent the Plaintiff, the Class Members, the State of California and
9 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
10 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
11 complex mass tort litigation experience and complex construction product liability experience. I can,
12 will and have adequately represented the interests of the Plaintiff, the State of California and the PAGA
13 Members throughout this action.

14 50. I have represented consumers and employees in California class actions, and complex
15 multi-party product liability actions exclusively for more than 13 years. I have been in practice as a
16 plaintiffs’ civil litigation attorney since April 2007.

17 51. I have significant class counsel and collective action counsel experience. My credentials
18 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

19 52. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
20 in excess of \$75 million on behalf of the Firm’s clients.

21 53. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
22 favorable verdict for the firm’s clients.

23 54. Finally, I have published appellate experience in *William Blanchette et al., v. The*
24 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

25 55. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
26 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
27 Star list recognizes the top 2.5% of eligible attorneys. (see
28 https://www.superlawyers.com/about/selection_process.html.)

56. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of January 2025, at San Diego, California.

JCL LAW FIRM, APC

By:

Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

JUNE GARCIA, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

HILTON RESORTS CORPORATION, a
Delaware corporation; HILTON GRAND
VACATIONS COMPANY, LLC, a Delaware
limited liability company; HILTON GRAND
VACATIONS MANAGEMENT, LLC, a
Nevada limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No. 37-2023-00024664-CU-OE-CTL

[Complaint Filed: June 13, 2023]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff June Garcia (hereinafter “Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendants Hilton Resorts Corporation, Hilton Grand Vacations Company, and/or Hilton Grand Vacation Management, LLC (“Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *June Garcia v. Hilton Resorts Corporation, et al.*, San Diego County Superior Court, Case No. 37-2032-00024664-CU-OE-CTL, filed June 13, 2023.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Class” or “Class Members” means all Exempt Class Members and Non-Exempt Class Members, collectively, as defined herein.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members, and the PAGA Members in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$145,000.00 out of \$435,000.00 plus costs of up to \$25,000.00. Attorneys’ fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- F. “Class List” means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; last known telephone number; Social

Security Number; weeks and pay periods worked; and any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

G. “Class Notice” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

H. “Class Period” means the time period between June 13, 2019 and June 13, 2024.

I. “Class Representative” shall mean plaintiff June Garcia.

J. “Court” means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

K. “Defendants” shall mean Hilton Resorts Corporation, Hilton Grand Vacations Company, LLC, and Hilton Grand Vacations Management, LLC.

L. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) and entry of remittitur of any such appeal in a way that does not alter the terms of the Settlement.

M. “Enhancement Award” means an award in the amount of \$10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual PAGA Member Payment, in exchange for a general release.

N. “Exempt Class” or “Exempt Class Members” shall mean all current and former exempt employees of Defendants who worked for Defendants in an exempt position at the Marbrisa location during the Class Period.

O. “Exempt Class Members’ Released Claims” shall mean any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from claims pled in the operative complaints for failure to reimburse business expenses and for

1 unlawful business practices under the California Labor Code and/or the California
2 Business and Professions Code arising from such failure to reimburse business
3 expenses, pursuant to California Labor Code § 2802 and/or the California Unfair
4 Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.*, including all
5 claims for restitution or equitable relief, civil penalties (except for PAGA penalties),
6 statutory penalties of any nature whatsoever (except for PAGA penalties), attorneys’
7 fees and costs, asserted or that could have reasonably been asserted by any Exempt
8 Class Member against the Class Released Parties during the Class Period.

9 P. “Funding Date” shall mean the date by which Defendants have paid the entire Gross
10 Settlement Amount to the Settlement Administrator in accord with the terms of this
11 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
12 Administrator within twenty (20) business days of the Effective Date.

13 Q. “Gross Settlement Amount” means Four Hundred Thirty-Five Thousand Dollars and
14 Zero Cents (\$435,000.00) that Defendants must pay into the QSF in connection with
15 this Settlement, inclusive of the sum of Settlement Administration Costs, Class
16 Counsel Award, Enhancement Award, and the PAGA Payment. The Gross
17 Settlement Amount is all-in with no reversion and *exclusive* of the employer’s share
18 of payroll tax, if any, triggered by any payment under this Settlement.

19 R. “Individual Settlement Payments” means the amount payable from the Net Settlement
20 Amount to each Participating Class Member and excludes any amounts distributed to
21 PAGA Members pursuant to PAGA.

22 S. “LWDA” shall mean the Labor and Workforce Development Agency.

23 T. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment
24 (\$18,750.00) payable to the to the LWDA.

25 U. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
26 Counsel Award, Enhancement Award, PAGA Payment, and Settlement
27 Administration Costs.

V. “Non-Exempt Class” or “Non-Exempt Class Members” means all current or former employees of Defendants who worked for Defendants in a non-exempt position at the Marbrisa location during the Class Period.

W. “Non-Exempt Class Members’ Released Claims” shall mean any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from the claims pled in the Lawsuit and any claims, whether or not actually pled, reasonably related to the facts alleged in the operative complaint, including, all claims for failure to pay for all hours worked, unpaid overtime, meal period violations, rest break violations, unpaid minimum wage, failure to timely pay wages during and at termination of employment, failure to provide accurate wage statements, failure to reimburse business expenses, failure to provide or pay sick time, misclassification, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 6400, 6401, 6403, 6407; the California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.* for claims arising from the labor code sections listed above, the Industrial Welfare Commission Wage Orders, including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except PAGA penalties), attorneys’ fees and costs, asserted or that could have reasonable been asserted by any Non-Exempt Class Member against the Non-Exempt Class Members’ Released Parties based on the facts or claims alleged in the Lawsuit during the Class Period.

X. “Operative Complaint” shall mean the Second Amended Complaint Plaintiff intends to file in the San Diego Superior Court.

Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

- 1 Z. “PAGA Members” means all current and former employees of Defendants who
2 worked for Defendants in a non-exempt and exempt position at the Marbrisa location
3 during the PAGA Period.
- 4 AA. “PAGA Member Payment” shall mean the twenty-five percent (25%) of the PAGA
5 Payment (\$6,250.00) that will be distributed to the PAGA Members as described in
6 this Agreement.
- 7 BB. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
8 for each PAGA Member divided by the total Pay Periods for all PAGA Members
9 during the PAGA Period.
- 10 CC. “PAGA Pay Periods,” for purposes of calculating the distribution of the PAGA
11 Member Payment, as defined herein, means the number of pay periods of employment
12 during the PAGA Period that each PAGA Member worked in California.
- 13 DD. “PAGA Period” means the time period between June 13, 2022 and June 13, 2024.
- 14 EE. “PAGA Payment” shall mean Twenty-Five Thousand Dollars and Zero Cents
15 (\$25,000.00) to be allocated from the Gross Settlement Amount for settlement of
16 PAGA Claims asserted in the Action.
- 17 FF. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
18 Plaintiff or Defendants, individually.
- 19 GG. “Participating Class Members” means all Class Members who have not submitted a
20 timely and valid request for exclusion as provided in this Agreement.
- 21 HH. “Payment Ratio” means the respective Workweeks for each Class Member divided
22 by the total Workweeks for all Class Members.
- 23 II. “Plaintiff” shall mean June Garcia.
- 24 JJ. “QSF” means the Qualified Settlement Fund established, designated, and maintained
25 by the Settlement Administrator to fund the Gross Settlement Amount.
- 26 KK. “Released PAGA Claims” shall mean the release from the PAGA Members of all
27 PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the
28 LWDA which occurred during the PAGA Period, and expressly excluding all other

1 claims, including claims for vested benefits, wrongful termination, unemployment
2 insurance, disability, social security, workers' compensation, and PAGA claims
3 outside of the PAGA Period.

4 LL. "Released Parties" shall mean Defendants and their former, present and future
5 owners, parents, subsidiaries, and all of their current, former and future officers,
6 directors, members, managers, employees, consultants, partners, shareholders, joint
7 venturers, agents, clients, successors, assigns, accountants, insurers, or legal
8 representatives.

9 MM. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
10 Administrator mails Class Notice to Class Members and the last date on which Class
11 Members may submit requests for exclusion or objections to the Settlement.

12 NN. "Settlement" means the disposition of the Action pursuant to this Agreement.

13 OO. "Settlement Administration Costs" shall mean the amount paid to the Settlement
14 Administrator from the Gross Settlement Amount for administering the Settlement
15 pursuant to this Agreement currently estimated not to exceed \$7,950.00.

16 PP. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
17 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
18 Administrator establishes, designates, and maintains, as a QSF under Internal
19 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
20 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
21 the claims of Participating Class Members. The Settlement Administrator shall
22 maintain the funds until distribution in an account(s) segregated from the assets of
23 Defendants and any person related to Defendants. *All accrued interest shall be paid*
24 *and distributed to the Participating Class Members as part of their respective*
25 *Individual Settlement Payment.*

26 QQ. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and
27 ending on Saturday, in which a Class Member is employed by Defendant(s) during
28 the Class Period in California.

1 **II. RECITALS**

2 A. On June 13, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior
3 Court, Case No. 37-2023-00024664-CU-OE-CTL (“Class Action”), alleging claims
4 for:

- 5 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 6 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
7 1197 & 1197.1;
- 8 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
9 *seq*;
- 10 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
11 226.7 & 512 and the Applicable IWC Wage Order;
- 12 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
13 226.7 & 512 and the Applicable IWC Wage Order;
- 14 6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
15 Code § 226;
- 16 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
17 202 And 203;
- 18 8. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
19 Lab. Code § 2802.

20 B. On June 13, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce
21 Development Agency (LWDA) and served the same on Defendants.

22 C. On October 3, 2023 Plaintiff filed the First Amended Complaint, adding a cause of
23 action for violations of PAGA.

24 D. Plaintiff intends to file a Second Amended Complaint, which will be the Operative
25 Complaint, to separately define a subclass of exempt employees (the “Action”).

26 E. The Class Representative believes she has claims based on alleged violations of the
27 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
28 that class certification is appropriate because the prerequisites for class certification

1 can be satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3 F. Defendants deny any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representative, alleged in the Operative Complaint, and/or alleged in the Class
6 Representative's PAGA notices to the LWDA are owed, and further contend that, for
7 any purpose other than settlement, the Action is not appropriate for class or
8 representative action treatment. Defendants contend, among other things, that at all
9 times they complied with the California Labor Code and the Industrial Welfare
10 Commission Wage Orders.

11 G. The Class Representative is represented by Class Counsel. Class Counsel investigated
12 the facts relevant to the Action, including conducting an independent investigation as
13 to the allegations, reviewing documents and information exchanged through informal
14 discovery, and reviewing documents and information provided by Defendants
15 pursuant to informal requests for information to prepare for mediation. Defendants
16 produced for the purpose of settlement negotiations certain employment data
17 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
18 of an expert. Based on their own independent investigation and evaluation, Class
19 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and
20 adequate, and is in the best interest of the Class considering all known facts and
21 circumstances, including the risks of significant delay, defenses asserted by
22 Defendants, uncertainties regarding class certification, and numerous potential
23 appellate issues. Although they denies any liability, Defendants agree to this
24 Settlement solely to avoid the inconveniences and cost of further litigation. The
25 Parties and their counsel have agreed to settle the claims on the terms set forth in this
26 Agreement.

27 H. On June 13, 2024, the Parties participated in mediation presided over by Hon. Brian
28 C. Walsh (Ret.), a respected jurist and an experienced mediator of wage and hour

1 class and PAGA actions. The Parties accepted a Mediator's settlement proposal,
2 which was subsequently memorialized in the form of a Memorandum of
3 Understanding.

4 I. This Agreement replaces and supersedes the Memorandum of Understanding and any
5 other agreements, understandings, or representations between the Parties. This
6 Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or will be construed as an admission by
8 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
9 or that Defendants bear any liability to Plaintiff or the Class on those claims or any
10 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
11 have merit.

12 J. The Parties believe that the Settlement is fair, reasonable, and adequate. The
13 Settlement was arrived at through arm's-length negotiations, considering all relevant
14 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
15 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
16 settle, compromise and discharge all disputes and claims arising from or relating to
17 the Action fully, finally, and forever.

18 K. The Parties agree to certification of the Class for purposes of this Settlement only. If
19 for any reason the settlement does not become effective, Defendants reserve the right
20 to contest certification of any class for any reason and reserve all available defenses
21 to the claims in the Action. The Settlement, this Agreement, and the Parties'
22 willingness to settle the Action will have no bearing on and will not be admissible in
23 connection with any litigation.

24 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

25 **III. TERMS OF AGREEMENT**

26 A. Settlement Consideration and Settlement Payments by Defendants.

27 1. Settlement Consideration. In full and complete settlement of the Action, and
28 in exchange for the releases set forth below, Defendants will pay the sum of

the Individual Settlement Payments, the Enhancement Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that the Non-Exempt Class was comprised of approximately 194 individuals who collectively worked approximately 17,500 Workweeks during the Class Period. Defendants represent that the Exempt Class was comprised of 22 individuals who collectively worked approximately 3,122 Workweeks during the Class Period. In regard hereto, Defendants will provide a declaration under penalty of perjury confirming the number of Class Members and Workweeks worked by the Class Members within three (3) business days prior to filing of the Motion for Preliminary Approval. Should the Workweeks increase beyond 10% of the of the estimated 17,500 Workweeks for Non-Exempt Class Members (*i.e.*, more than 19,250 Workweeks), the Gross Settlement Amount will increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Non-Exempt Class Members above ten percent (10%) (*e.g.*, if the number of workweeks is 12 percent greater than 17,500, the Gross Settlement Amount will increase by an additional two (2) percent).

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Participating Class Members except that if final approval is reversed on

1 appeal, then Defendants are entitled to prompt return of the principal and all
2 interest accrued.

3 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
4 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
5 together with the Gross Settlement Amount on the Funding Date.

6 B. Release by Non-Exempt Class Members. As of the Funding Date, in exchange for the
7 consideration set forth in this Agreement, Plaintiff and the Non-Exempt Class
8 Members release the Released Parties from the Non-Exempt Class Members' Released
9 Claims for the Class Period.

10 C. Release by Exempt Class Members. As of the Funding Date, in exchange for the
11 consideration set forth in this Agreement, the Exempt Class Members release the
12 Released Parties from the Exempt Class Members' Released Claims for the Class
13 Period.

14 D. Release by the PAGA Members. As of the Funding Date, in exchange for the
15 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
16 California release the Released Parties from the Released PAGA Claims for the PAGA
17 Period. As a result of this release, the PAGA Members shall be precluded from
18 bringing claims against Defendants for the Released PAGA Claims.

19 E. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
20 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
21 Parties from any and all claims, whether known or unknown, which exist or may exist
22 on either Plaintiff's behalf as of the date of this Agreement, including but not limited
23 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
24 disability claims, benefit claims, public policy claims, retaliation claims, statutory
25 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
26 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
27 under any federal, state or other governmental statute, law, regulation or ordinance,
28 including, but not limited to claims for violation of the Fair Labor Standards Act, the

1 California Labor Code, the Wage Orders of California's Industrial Welfare
2 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
3 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
4 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
5 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
6 California's Whistleblower Protection Act, California Business & Professions Code
7 Section 17200 et seq., and any and all claims arising under any federal, state or other
8 governmental statute, law, regulation or ordinance. Plaintiff also waives and
9 relinquishes any and all claims, rights or benefits that she may have under California
10 Civil Code § 1542, which provides as follows:

11
12 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
13 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
14 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
15 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
16 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
17 ***OR RELEASED PARTY.***

18
19 Thus, notwithstanding the provisions of section 1542, and to implement a full and
20 complete release and discharge of the Released Parties, Plaintiff expressly
21 acknowledges this Settlement Agreement is intended to include in its effect, without
22 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
23 the time of signing this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
25 has read this Settlement Agreement, including this waiver of California Civil Code
26 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
27 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
28 about the waiver of section 1542, and that Plaintiff understands this Settlement

1 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
2 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
3 discover facts different from or in addition to those Plaintiff now knows or believes to
4 be true regarding the matters released or described in this Settlement Agreement, and
5 even so Plaintiff agrees that the releases and agreements contained in this Settlement
6 Agreement shall remain effective in all respects notwithstanding any later discovery
7 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
8 mistake in connection with the true facts involved in the matters, disputes, or
9 controversies released or described in this Settlement Agreement or with regard to any
10 facts now unknown to Plaintiff relating thereto.

11 F. Conditions Precedent: This Settlement will become final and effective only upon the
12 occurrence of all of the following events:

- 13 1. The Court enters an order granting preliminary approval of the Settlement;
- 14 2. The Court enters an order granting final approval of the Settlement and a Final
15 Judgment;
- 16 3. If an objector appears at the final approval hearing, the time for appeal of the
17 Final Judgment and Order Granting Final Approval of Class Action
18 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
19 any appeal from the Judgment and Order Granting Final Approval of Class
20 Action Settlement; and
- 21 4. Defendants fully fund the Gross Settlement Amount.

22 G. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
23 approve this Settlement Agreement, if such approval fails to become effective, or is
24 reversed, withdrawn, or modified by the Court, or if the Court in any way prevents or
25 prohibits Defendants from obtaining a complete resolution of the Non Exempt Class
26 Member's Released Claims, Exempt Class Member's Released Claims and Released
27 PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

H. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Participating Class Members and all Settlement Administration Costs incurred to the date of nullification.

I. Certification of the Class. The Parties stipulate to conditional class certification of the Class and Sub-Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Non Exempt Class Member's Released Claims, Exempt Class Member's Released Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

J. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or PAGA Members are not relying on any statement or representation by the Parties in this regard. Class Members

1 and/or PAGA Members understand and agree that they will be responsible for the
2 payment of any taxes and penalties assessed on the Individual Settlement Payments
3 and/or PAGA Members' individual shares of the PAGA Member Payment described
4 and will be solely responsible for any penalties or other obligations resulting from their
5 personal tax reporting of Individual Settlement Payments and/or PAGA Members'
6 individual shares of the PAGA Member Payment.

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

25 L. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
26 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
27 Preliminary Approval and supporting papers, which shall include this Settlement
28 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three

(3) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

M. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Class Notice to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, and the Penalties and Interest Portion of the Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Member Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

N. Notice Procedure.

1. Class List. No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class List for purposes of preparing and mailing Class Notice to the Class Members.

2. Class Notice.

a) The Class Notice shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and

1 PAGA Members that they need not do anything in order to receive an
2 Individual Settlement Payment and/or PAGA Members' individual
3 shares of the PAGA Member Payment and to keep the Settlement
4 Administrator apprised of their current mailing address, to which the
5 Individual Settlement Payments and/or PAGA Members' individual
6 shares of the PAGA Member Payment will be mailed following the
7 Funding Date. The Notice of Class Action Settlement shall set forth
8 the release to be given by all members of the Class who do not request
9 to be excluded from the Class and/or PAGA Members in exchange for
10 an Individual Settlement Payment and/or PAGA Members' individual
11 shares of the PAGA Member Payment, the number of Workweeks
12 worked by each Class Member during the Class Period, and number
13 of PAGA Periods worked by each PAGA Member during the PAGA
14 Period, if any, and the estimated amount of their Individual Settlement
15 Payment if they do not request to be excluded from the Settlement and
16 each PAGA Members' share of the PAGA Member Payment, if any.
17 The Settlement Administrator shall use the Class List to determine
18 Class Members' Workweeks and PAGA Pay Periods. The Notice will
19 also advise the PAGA Members that they will release the Released
20 PAGA Claims and will receive their share of the PAGA Member
21 Payment regardless of whether they request to be excluded from the
22 Settlement.

- 23 b) The Class Notice's mailing envelope shall include the following
24 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
25 ENTITLED TO PARTICIPATE IN A CLASS ACTION
26 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
27 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
28 NOTICE."

- 1 3. Notice by First Class U.S. Mail. Upon receipt of the Class List, the Settlement
2 Administrator will perform a search based on the National Change of Address
3 Database to update and correct any known or identifiable address changes.
4 No later than seven (7) calendar days after receiving the Class List from
5 Defendants, the Settlement Administrator shall mail copies of the Class Notice
6 to all Class Members via regular First-Class U.S. Mail and electronic mail.
7 The Settlement Administrator shall exercise its best judgment to determine
8 the current mailing address for each Class Member. The address identified by
9 the Settlement Administrator as the current mailing address shall be presumed
10 to be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Class Notices returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided within seven (7) days of
14 receiving the returned notice. If no forwarding address is provided, the
15 Settlement Administrator shall promptly attempt to determine a correct
16 address by lawful use of skip-tracing, or other search using the name, address
17 and/or Social Security number of the Class Member involved, and shall then
18 perform a re-mailing, if another mailing address is identified by the Settlement
19 Administrator. In addition, if any Class Member who is currently employed
20 by Defendants, is returned to the Settlement Administrator, as non-delivered
21 and no forwarding address is provided, the Settlement Administrator shall
22 notify Defendants. Defendants will request that the currently employed Class
23 Member provide a corrected address and transmit to the Settlement
24 Administrator any corrected address provided by the Class Member. Class
25 Members who received a re-mailed Class Notice shall have their Response
26 Deadline extended fifteen (15) days from the original Response Deadline.
- 27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendants' records regarding

1 the start and end dates of employment, to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under
6 the terms of this Agreement. The Settlement Administrator's determination
7 of the eligibility for and amount of any Individual Settlement Payment shall
8 be binding upon the Class Member and the Parties.

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

15 7. Exclusions. The Notice of Class Action Settlement contained in the Class
16 Notice shall state that Class Members who wish to exclude themselves from
17 the Settlement must submit a signed copy of the Request for Exclusion form
18 to the Settlement Administrator by the Response Deadline. A Request for
19 Exclusion form will be mailed together with the Class Notice to all Class
20 Members. The Request for Exclusion will not be valid if it is not timely
21 submitted, if it is not signed by the Class Member, or if it does not contain the
22 name and address and last four digits of the Social Security number of the
23 Class Member. The date of the postmark on the mailing envelope or fax stamp
24 on the Request for Exclusion shall be the exclusive means used to determine
25 whether the request for exclusion was timely submitted. Any Class Member
26 who submits a timely Request for Exclusion shall be excluded from the Class
27 will not be entitled to an Individual Settlement Payment and will not be
28 otherwise bound by the terms of the Settlement or have any right to object,

1 appeal, or comment thereon. However, any Class Member that submits a
2 timely Request for Exclusion that is also a PAGA Member will still receive
3 his/her pro rata share of the PAGA Member Payment, as specified below, and
4 in consideration, will be bound by the Release by the PAGA Members as set
5 forth herein. Class Members who fail to submit a valid and timely Request
6 for Exclusion on or before the Response Deadline shall be bound by all terms
7 of the Settlement and any final judgment entered in this Action if the Court
8 approves the Settlement. No later than seven (7) calendar days after the
9 Response Deadline, the Settlement Administrator shall provide counsel for
10 the Parties with a final list of the Class Members who have timely submitted
11 timely Requests for Exclusion. Defendants retain the right, in the exercise of
12 its sole discretion, to nullify the settlement within ten (10) calendar days after
13 the Settlement Administrator notified the Parties of the number of valid
14 Requests for Exclusion it has received, if ten percent (10%) or more of Class
15 Members exclude themselves from the Settlement. In the event Defendants
16 exercise their right to void the Settlement under the terms of this Paragraph,
17 the Parties will have no further obligations under the Settlement, including
18 any obligation by Defendants to pay the Gross Settlement Amount, or any
19 amounts that otherwise would have been owed under this Agreement, except
20 that Defendants will pay the Settlement Administration Costs incurred as of
21 the date they exercise their right to void the Settlement pursuant to his
22 Paragraph. At no time shall any of the Parties or their counsel seek to solicit
23 or otherwise encourage members of the Class to submit Requests for
24 Exclusion from the Settlement.

- 25 8. Objections. The Notice of Class Action Settlement contained in the Class
26 Notice shall state that Class Members who wish to object to the Settlement
27 may submit to the Settlement Administrator a written statement of objection
28 (“Notice of Objection”) by the Response Deadline. The postmark date of

1 mailing shall be deemed the exclusive means for determining that a Notice of
2 Objection was served timely. The Notice of Objection, if in writing, must be
3 signed by the Participating Class Member and state: (1) the case name and
4 number; (2) the name of the Participating Class Member; (3) the address of
5 the Participating Class Member; (4) the last four digits of the Participating
6 Class Member's Social Security number; (5) the basis for the objection; and
7 (6) if the Participating Class Member intends to appear at the Final
8 Approval/Settlement Fairness Hearing. Participating Class Members who fail
9 to make objections in writing in the manner specified above may still make
10 their objections orally at the Final Approval/Settlement Fairness Hearing with
11 the Court's permission. Participating Class Members will have a right to
12 appear at the Final Approval/Settlement Fairness Hearing to have their
13 objections heard by the Court regardless of whether they submitted a written
14 objection. At no time shall any of the Parties or their counsel seek to solicit
15 or otherwise encourage Class Members to file or serve written objections to
16 the Settlement or appeal from the Order and Final Judgment. Class Members
17 who submit a written request for exclusion may not object to the Settlement.
18 Class Members may not object to the PAGA Payment.

19 O. Allocation of the Gross Settlement Amount.

- 20 1. Calculation of Individual Settlement Payments. Individual Settlement
21 Payments shall be paid from the Net Settlement Amount and shall be paid
22 pursuant to the formula set forth herein. 85.6% of the Net Settlement Amount
23 shall be allocated to the Non-Exempt Class Members and 14.4% of the Net
24 Settlement Amount shall be allocated to the Exempt Class Members. Using
25 the Class List, the Settlement Administrator shall add up the total number of
26 Workweeks for all Non-Exempt Class Members. The respective Workweeks
27 for each Non-Exempt Class Member will be divided by the total Workweeks
28 for all Non-Exempt Class Members, resulting in the Payment Ratio for each

1 Non-Exempt Class Member. Each Non-Exempt Class Member's Payment
2 Ratio will then be multiplied by 85.6% of the Net Settlement Amount to
3 calculate each Non-Exempt Class Member's estimated Individual Settlement
4 Payments. The same formula will be used to calculate the Exempt Class
5 Member's estimated Individual Settlement Payments. Each Individual
6 Settlement Payment will be reduced by any legally mandated employee tax
7 withholdings (e.g., employee payroll taxes, etc.). Individual Settlement
8 Payments for Class Members who submit valid and timely requests for
9 exclusion will be redistributed to Participating Class Members who do not
10 submit valid and timely requests for exclusion on a pro rata basis based on
11 their respective Payment Ratios.

12 2. Calculation of Individual Payments to the PAGA Members. Using the Class
13 List, the Settlement Administrator shall add up the total number of PAGA Pay
14 Periods for all PAGA Members during the PAGA Period. The respective
15 PAGA Pay Periods for each PAGA Member will be divided by the total
16 PAGA Pay Periods for all PAGA Members, resulting in the "PAGA Payment
17 Ratio" for each PAGA Member. Each PAGA Member's PAGA Payment
18 Ratio will then be multiplied by the PAGA Member Payment to calculate each
19 PAGA Member's estimated share of the PAGA Member Payment.

20 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
21 Settlement Payments shall be allocated and treated as 20% wages ("Wage
22 Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest
23 Portion"). The Wage Portion of the Individual Settlement Payments shall be
24 reported on IRS Form W-2 and the Penalty and Interest Portion of the
25 Individual Settlement Payments shall be reported on IRS Form 1099 issued
26 by the Settlement Agreement.

- 1 4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member
2 Settlement Payments shall be allocated and treated as 100% penalties and shall
3 be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Payment made to Participating Class Members
6 and/or PAGA Members under this Settlement Agreement, as well as any other
7 payments made pursuant to this Settlement Agreement, will not be utilized to
8 calculate any additional benefits under any benefit plans to which any Class
9 Members may be eligible, including, but not limited to profit-sharing plans,
10 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
11 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
12 that this Settlement Agreement will not affect any rights, contributions, or
13 amounts to which any Class Members may be entitled under any benefit plans.
- 14 6. All monies received by Participating Class Members under the Settlement which
15 are attributable to wages shall constitute income to such Participating Class
16 Members solely in the year in which such monies are received by the
17 Participating Class Members. It is the intent of the Parties that Individual
18 Settlement Payments and individual shares of the PAGA Payment provided for
19 in this Settlement agreement are the sole payments to be made by Defendants to
20 Participating Class Members and/or PAGA Members in connection with this
21 Settlement Agreement, with the exception of Plaintiff, and that the Participating
22 Class Members and/or PAGA Members are not entitled to any new or additional
23 compensation or benefits as a result of having received the Individual Settlement
24 Payments and/or their shares of the PAGA Member Payment.
- 25 7. Mailing. Individual Settlement Payments and PAGA Member Payments shall
26 be mailed by regular First-Class U.S. Mail to Participating Class Members'
27 and/or PAGA Members' last known mailing address no later than fourteen
28 (14) business days after the Funding Date.

1 8. Expiration. Any checks issued to Participating Class Members and PAGA
2 Members shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Participating Class Member and/or
4 PAGA Member does not cash his or her settlement check within ninety (90)
5 days, the Settlement Administrator will send a letter to such persons, advising
6 that the check will expire after the 180th day, and invite that Participating Class
7 Member and/or PAGA Members to request reissuance in the event the check
8 was destroyed, lost, or misplaced. In the event an Individual Settlement
9 Payment and/or PAGA Members' individual share of the PAGA Payment
10 check has not been cashed within one hundred and eighty (180) days, all funds
11 represented by such uncashed checks, plus any interest accrued thereon, shall
12 be transmitted to the State Controller's Unclaimed Property Fund in the name
13 of the Class Member who did not claim the funds.

14 9. Enhancement Award. In addition to the Individual Settlement Payment as a
15 Participating Class Member and his individual share of the PAGA Member
16 Payment, Plaintiff will apply to the Court for an award of not more than
17 \$10,000.00, as the Enhancement Award. Defendants will not oppose a
18 Enhancement Award of not more than \$10,000.00 for Plaintiff. The
19 Settlement Administrator shall pay the Enhancement Award, either in the
20 amount stated herein if approved by the Court or some other amount as
21 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
22 than fourteen (14) business days after the Funding Date. Any portion of the
23 requested Enhancement Award that is not awarded to the Class Representative
24 shall be part of the Net Settlement Amount and shall be distributed to
25 Participating Class Members as provided in this Agreement. The Settlement
26 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
27 Enhancement Award. Plaintiff shall be solely and legally responsible to pay
28 any and all applicable taxes on her Enhancement Award and shall hold

1 harmless the Released Parties from any claim or liability for taxes, penalties,
2 or interest arising as a result of the Enhancement Award. Approval of this
3 Settlement shall not be conditioned on Court approval of the requested amount
4 of the Enhancement Award. If the Court reduces or does not approve the
5 requested Enhancement Award, Plaintiff shall not have the right to revoke the
6 Settlement, and it will remain binding.

7 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
8 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
9 currently estimated to be One Hundred Forty-Five Thousand Dollars and Zero
10 Cents (\$145,000.00) **and** Attorneys' Expenses supported by declaration not to
11 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any awarded
12 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
13 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
14 not awarded to Class Counsel shall be part of the Net Settlement Amount and
15 shall be distributed to Participating Class Members as provided in this
16 Agreement. The Settlement Administrator shall allocate and pay the
17 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
18 than fourteen (14) business days after the Funding Date. Class Counsel shall
19 be solely and legally responsible to pay all applicable taxes on the payment
20 made pursuant to this paragraph. The Settlement Administrator shall issue an
21 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to
22 this paragraph. If the Court reduces or does not approve the requested
23 Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke
24 the Settlement, or to appeal such order, and the Settlement will remain
25 binding.

26 11. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents
27 (\$25,000.00) shall be allocated from the Gross Settlement Amount for
28 settlement of claims for civil penalties under the Private Attorneys General

1 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay
2 seventy-five percent (75%) of the PAGA Payment (\$18,750) to the California
3 Labor and Workforce Development Agency no later than fourteen (14)
4 calendar days after the Effective Date (hereinafter “LWDA Payment”).
5 Twenty-five percent (25%) of the PAGA Payment (\$6,250) will be distributed
6 to the PAGA Members as described in this Agreement (hereinafter “PAGA
7 Members Payment”). For purposes of distributing the PAGA Payment to the
8 PAGA Members, each PAGA Members shall receive their pro-rata share of
9 the PAGA Member Payment using the PAGA Payment Ratio as defined
10 above.

11 12. Settlement Administration Costs. The Settlement Administrator shall be paid
12 for the costs of administration of the Settlement from the Gross Settlement
13 Amount. The estimate of the Settlement Administration Costs is \$7,950.00.
14 The Settlement Administrator shall be paid the Settlement Administration
15 Costs no later than fourteen (14) calendar days after the Effective Date.

16 P. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
17 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
18 twenty-eight (28) days following the expiration of the Response Deadline, which
19 motion shall request final approval of the Settlement and a determination of the
20 amounts payable for the Enhancement Award, the Class Counsel Award, the PAGA
21 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
22 with a draft of the Motion at least three (3) business days prior to the filing of the
23 Motion to give Defendants an opportunity to propose changes or additions to the
24 Motion.

25 1. Declaration by Settlement Administrator. No later than seven (7) days after
26 the Response Deadline, the Settlement Administrator shall submit a
27 declaration in support of Plaintiff’s motion for final approval of this
28 Settlement detailing the number of Class Notices mailed and re-mailed to

1 Class Members, the number of undeliverable Class Notices, the number of
2 timely requests for exclusion, the full names of any Class Members who opt
3 out of the Settlement, the number of objections received, the amount of the
4 average, lowest, and highest Individual Settlement Payments, the amount of
5 the average, lowest, and highest PAGA Member Payments, the Settlement
6 Administration Costs, and any other information as the Parties mutually agree
7 or the Court orders the Settlement Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present an Order
9 Granting Final Approval of Class Action Settlement to the Court for its
10 approval, and Judgment thereon, at the time Class Counsel files the Motion
11 for Final Approval.

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
13 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
14 Final Approval, including the Order Granting Final Approval of Class Action
15 Settlement, and Judgment at least three (3) business days in advance of filing with the
16 Court. The Parties and their counsel will cooperate with each other and use their best
17 efforts to affect the Court's approval of the Motions for Preliminary and Final
18 Approval of the Settlement, and entry of Judgment.

19 O. Cooperation. The Parties and their counsel will cooperate with each other and use
20 their best efforts to implement the Settlement.

21 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
22 except such proceedings necessary to implement and complete the Settlement, pending
23 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

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

26 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
27 Agreement among these Parties, and no oral or written representations, warranties or
28 inducements have been made to any Party concerning this Agreement or its Exhibit

1 other than the representations, warranties and covenants contained and memorialized
2 in this Agreement and its Exhibit.

3 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate
5 this Agreement and to take all appropriate Action required or permitted to be taken by
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents required to effectuate the terms of this Agreement. The persons signing
8 this Agreement on behalf of Defendants represents and warrants that he/she is
9 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
10 warrants that he is authorized to sign this Agreement and that he has not assigned any
11 claim, or part of a claim, covered by this Settlement to a third-party.

12 T. No Public Comment: The Parties and their counsel agree that they will not issue any
13 press releases, initiate any contact with the press, respond to any press inquiry, or have
14 any communication with the press about this case and/or the fact, amount, or terms of
15 the Settlement Agreement. In addition, Plaintiff and Class Counsel agree that they will
16 not engage in any advertising or distribute any marketing materials relating to the
17 Settlement, including but not limited to any postings on any websites maintained by
18 Class Counsel; provided, however, that Class Counsel may state that it has settled a
19 class action claim against a company so long as neither Defendants, nor the Plaintiff
20 are identified. In addition, Plaintiff's counsel may list the case name, number, and a
21 brief description of the claims in their declarations in support of qualifications as class
22 counsel in future filings.

23 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
24 to the benefit of, the successors or assigns of the Parties, as previously defined.

25 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
26 shall be governed by and interpreted according to the laws of the State of California.

27 W. Counterparts. This Agreement may be executed in one or more counterparts. All
28 executed counterparts and each of them shall be deemed to be one and the same

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Non Exempt Class Members' Released Claims, the Exempt Class Members' Released Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Non Exempt Class Members' Released Claims, the Exempt Class Members' Released Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 09/16/2024 June Garcia
3 June Garcia (Sep 16, 2024 10:15 PDT)

4 JUNE GARCIA

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

6
7 DATED: 11/7/2024 DocuSigned by:
8 Calder Huntington
9 A77EBDF65A194F7...
10 HILTON RESORTS CORPORATION, HILTON
11 GRAND VACATIONS COMPANY, LLC, AND/OR
12 HILTON GRAND VACATIONS MANAGEMENT,
13 LLC
14 Calder Huntington
15 Printed Name
16 Vice President
17 Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: September 16, 2024

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Participating Class
7 Members
8

9 DATED: September 16, 2024

ZAKAY LAW GROUP, APLC

10 By: 
11

12 Attorneys for Plaintiff and the Participating Class
13 Members

14 DATED: November 7, 2024

SNELL & WILMER L.L.P.

15 By: 
16

17 Brook T. Barnes, Esq.

18 Clint S. Engleson, Esq.

19 Attorneys for Defendants
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27
28

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE

(Garcia v. Hilton Resorts Corporation, et al, San Diego County Superior Court Case No. 37-2023-00024664-CU-OE-CTL)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff June Garcia (“Plaintiff”) and Defendants Hilton Resorts Corporation, Hilton Grand Vacations Company, LLC, and/or Hilton Grand Vacations Management, LLC (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former employees of Defendants who worked for Defendants in a non-exempt position or exempt position at the Marbrisa location at any time during the period beginning June 13, 2019 through June 13, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 13, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure

To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226. On June 13, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On October 3, 2023, Plaintiff filed the First Amended Complaint, adding a cause of action for violations of PAGA. On **September XX**, 2024, Plaintiff filed the Second Amended Complaint, adding a subclass of exempt employees (the “Action”).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 13, 2024, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on **<<INSERT PRELIMINARY APPROVAL DATE>>**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Enhancement Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,950.00 for expenses, including expenses of sending this Class Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$145,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Enhancement Award. An Enhancement Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, in exchange for a general release.

- PAGA Payment. A payment of \$25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250.00 will be distributed to PAGA Members as part of the PAGA Payment.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Award, the Enhancement Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Individual Settlement Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Member Payments to PAGA Members. The PAGA Payment shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. "PAGA Member" means all current and former employees of Defendants who worked for Defendants in a non-exempt and exempt position at the Marbrisa location, at any time during the period beginning June 13, 2022, through June 13, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). Each Participating Class Member will be issued an Internal Revenue Service Form 1099 for Penalty and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to PAGA Members, and each PAGA Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and PAGA Member Payments made to Participating Class Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Non-Exempt Class Members shall release all Non-Exempt Class Members' Released Claims that occurred during the Class Period as to the Released Parties. The Non-Exempt Class Members' Released Claims means any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys' fees, and costs, arising from the claims pled in the Lawsuit and any claims, whether or not actually pled, reasonably related to the facts alleged in the operative complaint, including, all claims for failure to pay for all hours worked, unpaid overtime, meal period violations, rest break violations, unpaid minimum wage, failure to timely pay wages during and at termination of employment, failure to provide accurate wage statements, failure to reimburse business expenses, failure to provide or pay sick time, misclassification, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 6400, 6401, 6403, 6407; the California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.* for claims arising from the labor code sections listed above, the Industrial Welfare Commission Wage Orders, including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except PAGA penalties), attorneys' fees and costs, asserted or that could have reasonably been asserted by any Class Member against the Class Members' Released Parties based on the facts or claims alleged in the Lawsuit during the Class Period.

Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Exempt Class Members shall release all Exempt Class Members' Released Claims that occurred during the Class Period as to the Released Parties. The Exempt Class Members' Released Claims means any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys' fees, and costs, arising from claims pled in the operative complaints for failure to reimburse business expenses and for unlawful business practices under the California Labor Code and/or the California Business and Professions Code arising from such failure to reimburse business expenses, pursuant to California Labor Code § 2802 and/or the California Unfair Competition Act and California Bus. & Prof. Code §§ 17200 *et seq.*, including all claims for restitution or equitable relief, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except for PAGA penalties), attorneys' fees and costs, asserted or that could have reasonably been asserted by any Exempt Class Member against the Class Released Parties during the Class Period.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all PAGA Members shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period June 13, 2019 through June 13, 2024).

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (June 13, 2022 through June 13, 2024).

Based on this information, your estimated PAGA Member Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Class Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Garcia v. Hilton Resorts Corporation, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the

Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Garcia v. Hilton Resorts Corporation, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:

Brook T. Barnes, Esq.
Snell & Wilmer, L.L.P.
12230 El Camino Real, Suite 300
San Diego, CA 92130
T: 858-434-5020
F: 858-434-5006
bbarnes@swlaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Diego County Superior Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Garcia v. Hilton Resorts Corporation, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00024664-CU-OE-CTL, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Certificate Of Completion

Envelope Id: 83284048E90C4E789FF1E09E77F130D7		Status: Completed
Subject: Complete with DocuSign: Final Class & PAGA SAR.pdf		
Source Envelope:		
Document Pages: 41	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Clint Engleson
AutoNav: Enabled		One East Washington Street
Envelopeld Stamping: Enabled		Suite 2700
Time Zone: (UTC-07:00) Arizona		Phoenix, AZ 85004
		cengleson@swlaw.com
		IP Address: 65.117.152.90

Record Tracking

Status: Original	Holder: Clint Engleson	Location: DocuSign
11/7/2024 2:00:30 PM	cengleson@swlaw.com	

Signer Events	Signature	Timestamp
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Calder Huntington	DocuSigned by: Calder Huntington A77EBDF65A194F7...	Sent: 11/7/2024 2:04:01 PM
calder.huntington@hgv.com		Viewed: 11/7/2024 2:21:34 PM
VP		Signed: 11/7/2024 2:34:19 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 45.131.193.160	

Electronic Record and Signature Disclosure:
Accepted: 11/7/2024 2:21:34 PM
ID: ddb66af9-8161-42d0-9ba8-1990ced12a5b
Company Name: Snell & Wilmer

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Brook Barnes	COPIED	Sent: 11/7/2024 2:04:02 PM
bbarnes@swlaw.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Sandi Martinez	COPIED	Sent: 11/7/2024 2:04:02 PM
semartinez@swlaw.com		
LAA		
Snell & Wilmer		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/7/2024 2:04:02 PM
Certified Delivered	Security Checked	11/7/2024 2:21:34 PM
Signing Complete	Security Checked	11/7/2024 2:34:19 PM
Completed	Security Checked	11/7/2024 2:34:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Snell & Wilmer LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Snell & Wilmer LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Snell & Wilmer LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at solution_center@swlaw.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Snell & Wilmer LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to solution_center@swlaw.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with Snell & Wilmer LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to solution_center@swlaw.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time

providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Snell & Wilmer LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Snell & Wilmer LLP during the course of my relationship with you.

EXHIBIT 2

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);