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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

EDWARD GRAY; JESSICA MUTO;
KEILY VILLEDA; TAMMY LALLIER; and
JONATHAN HARRISON-LIAM OLSON II,
individuals; on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

SKY HOTELS, INC., a California
corporation; MODCO 2, LLC, a California
limited liability company; J. R.P.
HOSPITALITY, INC., a California
corporation; CY3 LLC, a California limited
liability company; NIMESH PATEL, an
individual; SUREKHA PATEL, an
individual; and MAHESH PATEL, an
individual; and DOES 1-50, Inclusive,

Defendants.

Case No.: CV-22-004004

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 14, 2026
Time: 08:30 a.m.

Judge: Hon. Clifford Tong
Dept.: 23

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiffs Edward Gray, Jessica Muto, Keily Villeda, Tammy Lallier,
6 and Jonathan Harrison-Liam Olson II (collectively “Plaintiffs” or “Class Representatives”) in this
7 wage and hour class and PAGA action filed against Defendants Sky Hotels, Inc., Modco 2, LLC,
8 J. R.P. Hospitality, Inc., CY3 LLC, Nimesh Patel, Surekha Patel, and Mahesh Patel (“Defendants”).

9 2. This declaration is being submitted in support of Plaintiffs’ Motion for Final
10 Approval of Class Action and PAGA Settlement.

11 3. Attached hereto as **Exhibit “A”** is a true and correct copy of the fully Stipulation of
12 Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter collectively the
13 “Agreement”).

14 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the January 22, 2026,
15 Preliminary Approval Order.

16 5. Attached hereto as **Exhibit “C”** is a true and correct copy of the Zakay Law Group,
17 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
18 been appointed Class Counsel.

19 6. Attached hereto **Exhibit “D”** is a true and correct copy of the October 2, 2025, proof
20 of filing the proposed Settlement with the LWDA.

21 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the July 20, 2026, proof
22 of filing this motion seeking final approval of this Settlement with the LWDA.

23 **I. INTRODUCTION**

24 8. An objective evaluation of the proposed settlement of Four Hundred Eighty-Five
25 Thousand Dollars and Zero Cents (\$485,000.00) (“Gross Settlement Amount”) confirms that the
26 relief negotiated on behalf of the Settlement Class Members is fair, reasonable, and valuable. The
27 Settlement is a product of informed, adversarial, and non-collusive negotiations, between
28 experienced counsel, and presided over by the Hon. Judge Carl J. West (Ret.). After deducting any

1 Court-approved PAGA Payment, Service Awards, Attorneys' Fees and Expenses, and the Claims
2 Administration Expenses, the Net Settlement Amount shall be distributed to the Settlement Class
3 Members based on the number of Workweeks they worked while employed by Defendants during
4 the Class Period.

5 9. The relief offered by the Settlement is immediate and is particularly impressive when
6 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
7 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait
8 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and
9 uncertain litigation.

10 **II. OVERVIEW OF THE LITIGATION**

11 10. Defendants Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc.,
12 Nimesh Patel, Surekha Patel, and Mahesh Patel own, operate, and/or manage hotels and provide
13 hotel management, consulting, development, and financial services throughout the state of
14 California. Throughout their employment, Plaintiffs, and each of them, were employed as non-
15 exempt employees and subject to Defendants' written policies and procedures.

16 11. Generally, Plaintiffs claim that Defendants failed to pay for all hours worked, failed
17 to provide legally compliant meal and rest periods, failed to properly calculate Class Members'
18 regular rate of pay, failed to reimburse Class Members for mandatory business expenses, failed to
19 pay all wages when due at the time of separation, and failed to furnish complete and accurate wage
20 statements. Defendants deny liability for Plaintiffs' claims.

21 12. On July 1, 2022, Plaintiffs Gray and Muto served Defendants Sky Hotels, Inc. and
22 Modco 2, LLC and the Labor and Workforce Development Agency ("LWDA") with a Notice of
23 Violations ("PAGA Notice"). Plaintiffs' PAGA Notice set forth the facts and theories supporting
24 Defendants' alleged violations of various provisions of the California Labor Code and applicable
25 Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under
26 California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.*
27 ("PAGA").
28

1 13. On September 6, 2022, Plaintiffs Gray and Muto filed this class action complaint in
2 the Stanislaus Superior Court, alleging nine causes of action against Defendants for: (1) Unfair
3 competition in violation of Business and Professions Code sections 17200 *et seq*; (2) Failure to pay
4 minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure
5 to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to
6 provide required meal periods in violation of California Labor Code sections 226.7 and 512 and
7 the applicable IWC wage order; (5) Failure to provide required rest periods in violation of
8 California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to
9 reimburse employees for required expenses in violation of California Labor Code section 2802; (7)
10 Failure to provide accurate itemized wage statements in violation of California Labor Code section
11 226; (8) Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and
12 203; (9) Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*] against
13 Defendants Sky Hotels, Inc. and Modco 2, LLC.

14 14. On September 30, 2022, Plaintiff Villeda filed a Notice of Violations with the Labor
15 and Workforce Development Agency (LWDA) and served the same on Defendant Sky Hotels, Inc.

16 15. On October 5, 2022, Plaintiff Villeda filed a class action in the San Joaquin County
17 Superior Court, alleging claims for (1) Unfair competition in violation of Business and Professions
18 Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor
19 Code sections 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation of California
20 Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation of
21 California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to
22 provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the
23 applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation
24 of California Labor Code section 226; (7) Failure to provide wages when due in violation of Cal.
25 Lab. Code sections 201, 202 and 203; (8) Failure to indemnify; and (9) Violation of Cal. Lab. Code
26 section 227.3; and (10) Unfair Competition.

1 16. On January 31, 2023, Plaintiff Villeda filed a separate representative action in the
2 San Joaquin County Superior Court, alleging a single cause of action for Violation of the Private
3 Attorneys General Act (Labor Code §§ 2698 *et seq.*).

4 17. On May 24, 2023, Plaintiffs Gray, Muto, Lallier and Olson filed an Amended Notice
5 of Violations with the Labor and Workforce Development Agency (LWDA) and served the same
6 on Defendants Sky Hotels, Inc., Modco 2, LLC, Surekha Patel, and Mahesh Patel.

7 18. On December 19, 2023, Plaintiff Villeda filed an Amended Notice of Violations with
8 the Labor and Workforce Development Agency (LWDA) and served the same on Defendants Sky
9 Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., and Nimesh Patel. Plaintiffs Gray
10 and Muto served formal discovery, and the Parties subsequently agreed to a global mediation.

11 19. On December 12, 2023, the Parties participated in a full day mediation with Hon.
12 Judge Carl J. West (Ret.), a respected jurist and mediator. After arms-length negotiations and
13 bargaining, the Parties reached an agreement to settle the Action and signed a Memorandum of
14 Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-
15 form settlement agreement, which is the subject of the instant motion.

16 20. On October 2, 2025, to effectuate the global Settlement reached by the Parties,
17 Plaintiffs Muto, Gray, Villeda, Lallier, and Olson submitted an amended PAGA Notice to the
18 LWDA to consolidate the previously filed PAGA notices. The Amended PAGA Notice also added
19 Defendants J. R.P., Defendant CY3, and Defendant Nimesh. Also on October 2, 2025, the Parties
20 filed a stipulation for leave allowing Plaintiffs Muto and Gray to file a First Amended Complaint
21 in their class and PAGA Action, to add Keily Villeda, Tammy Lallier, and Jonathan Harrison-Liam
22 Olson II as additional Plaintiffs, and to add J. R.P. Hospitality, Inc, CY3 LLC, Nimesh Patel,
23 Surekha Patel, and Mahesh Patel as additional Defendants. The First Amended Complaint was filed
24 on October 6, 2025.

25 **III. THE SETTLEMENT BEFORE THE COURT**

26 21. The Court preliminarily approved an initial Gross Settlement Amount of Four
27 Hundred Eighty-Five Thousand Dollars and Zero Cents (\$485,000.00) based on a total of an
28

1 estimated 14,263 Workweeks worked by the Class during the Class Period.¹ The Gross Settlement
2 Amount shall be used to satisfy: (1) the Individual Settlement Payments to Settlement Class
3 Members; (2) the Service Awards; (3) the PAGA Payment; (4) the Claims Administration
4 Expenses; and (5) Attorneys' Fees and Expenses.

5 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable
6 to the class and should be granted final approval. This is evidenced by the high approval of the
7 Settlement by the Class, the absence of any objections to the Settlement and the average Individual
8 Settlement Payment of \$422.29.

9 **A. Class Counsel Conducted a Thorough Investigation**

10 23. As detailed in the motion for preliminary approval, Class Counsel thoroughly
11 investigated the proposed Class Members' claims, applicable law, and potential defenses.
12 Specifically, Class Counsel assessed the value of the class claims using data and documents
13 provided by Defendants through informal discovery. Class Counsel obtained time, payroll, and
14 policy records, as well as data regarding the number of Class Members, workweeks, and average
15 rate of pay to assess damages before mediation. Class Counsel retained Berger Consulting Group
16 ("BCG") to analyze Defendants' time and payroll data and formulate damage models estimating
17 Defendants' liability exposure. Class Counsel's investigation, research, experience, and damage
18 models informed and guided the mediated negotiations that resulted in this settlement.
19 Accordingly, Class Counsel fully understood the strengths and weaknesses of the class claims
20 before the parties reached a settlement.

21 **B. Class Counsel is Experienced in Similar Litigation**

22 24. Class Counsel in this matter has extensive class action experience in multiple fields
23 and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated
24 similar wage and hour class actions involving similar claims. Class Counsel has been approved as
25 class counsel in similar wage and hour class actions throughout the State of California. As such,

26 _____
27 ¹ Upon the Settlement Administrator's review of Defendants' data, it was determined that there were
28 12,154 Workweeks during the Class Period.

1 courts throughout California have deemed Class Counsel experienced and knowledgeable in this
2 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
3 concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

4 25. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
5 correct copy of which is attached hereto as **Exhibit C**. Some of the major cases my firm has
6 undertaken are also set forth in **Exhibit C**. I have had class litigation experience, mostly in the
7 area of employment class actions, unfair business practices, and other complex litigation. I have
8 experience in cases involving labor code violations and wage and hour claims. I have litigated
9 similar wage and hour cases against other employers on behalf of employees. I have been approved
10 as experienced class counsel in courts throughout California. It is this level of experience which
11 enabled my firm to undertake the instant matter and to successfully combat the resources of the
12 defendants and its capable and experienced counsel.

13 **C. The Class Responded Positively to the Settlement**

14 26. The reaction of the Class unequivocally supports approval of the Settlement.
15 Significantly, after dissemination of the notice to the Class, which provided each Class Member
16 with the terms of the Settlement, including the specific estimated Individual Settlement Payments,
17 **none** of the 482 Class Members opted out of the Settlement. Moreover, there are **zero** objections.
18 Stated differently, **100%** of the Class chose to participate in the Settlement.

19 **D. The Gross Settlement Amount is Fair and Reasonable**

20 27. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
21 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
22 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful.
23 *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Four Hundred Eighty-
24 Five Thousand Dollars and Zero Cents (\$485,000.00) represents a discount on Defendants’
25 potential exposure if Plaintiffs established liability on all claims and were awarded the full amount
26 of the estimated damages at trial, this compromise is reasonable because (1) the formidable
27 defenses raised by Defendants presented a risk that could award significantly less in damages than
28

1 Plaintiffs' estimate and (2) any theoretical post-trial recovery may require many more years of
2 litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

3 28. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair
4 and reasonable considering the nature and magnitude of the claims being settled and the various
5 potential impediments to recovery. Class Counsel developed varied economic damages models
6 measuring Defendants' liability exposure while accounting for the uncertainties of continued
7 litigation. The various models were informed by Class Counsel's investigation, including the
8 analysis of a significant sample of time and payroll data. Detailed in greater depth during the
9 preliminary approval process, Class Counsel projected a range of Defendants' liability exposure
10 for the claims asserted on behalf of the Class. The Gross Settlement Amount represents
11 approximately 29% of Defendants' *class-wide* liability exposure as estimated by Class Counsel at
12 the time of mediation.

13 29. The calculation methodology used to compensate the Settlement Class Members for
14 the alleged damages was negotiated at the time of the Settlement. More importantly, the
15 methodology is fair, objective, and impartial. The calculation methodology is based on the number
16 of Workweeks each Settlement Class Member worked for Defendants during the Class Period. The
17 number of Workweeks for the Settlement Class Member is established through Defendants' data
18 and documented compensation records. The Administrator is responsible for calculating the
19 Individual Settlement Payments by dividing the Net Settlement Amount by the total number of
20 Workweeks worked by all Settlement Class Members and multiplying the result by the number of
21 Workweeks worked by each individual Settlement Class Member to calculate each Settlement
22 Class Member's estimated Individual Settlement Payment. Agreement, § III(O)(1). This process
23 establishes an objectively fair and reasonable procedure to compensate the Class.

24 30. Clearly the goal of this litigation to obtain redress for the class has been met by this
25 Settlement. Given the amount of the Settlement, the risks of litigation, and the arm's length
26 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
27 entitled to final approval.

28 **E. The Strength of Plaintiffs' Case and Risks of Continued Litigation**

1 31. Although Class Counsel believes strongly in Plaintiffs' claims, it would be
2 misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendants
3 could defend the action or, at least, drastically undercut Plaintiffs' claims.

4 32. With respect to the most immediate challenge, i.e., class certification, the risks
5 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab*
6 *Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's
7 denial of class certification because employees' declarations attesting to having taken meal and rest
8 breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell*
9 *v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and
10 denying certification of proposed off-the-clock and rest and meal break classes due to lack of
11 uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
12 certification of driver meal and rest period claims based on the predominance of individual issues).

13 33. Further, even if a class is certified, liability remains uncertain. The risks attendant to
14 the issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v.*
15 *U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict
16 in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare*
17 *Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take
18 their breaks were predominantly individualized questions of fact not susceptible to class
19 treatment.").

20 34. Finally, even if a class is certified and Defendants are found liable for the class claims
21 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs
22 and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-*
23 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and
24 remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying
25 overtime, and directed the trial court to enter judgement in favor of the employer. *See also*
26 *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
27 hour misclassification action).

35. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

36. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Costs would have increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The Class Representatives and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004

ARE REASONABLE

37. Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the amount of \$30,000.00 which is 6.1% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA Payment (\$22,500.00) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA Payment (\$7,500.00) to be distributed to the Aggrieved Employees (“Individual PAGA Payment”), which is within the range of PAGA Payment approved by courts and should be approved.

///

38. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of July 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for PLAINTIFF

EXHIBIT A

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiffs

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individuals; on behalf of themselves, and on
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SKY HOTELS, INC., a California corporation;
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Case No.: CV-22-004004

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

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 (hereafter, the “Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs EDWARD GRAY, JESSICA MUTO, TAMMY LALLIER, JONATHAN HARRISON-LIAM OLSON II, and KEILY VILLEDA (hereinafter “Plaintiffs”), individually, on behalf of themselves and on behalf of all persons similarly situated, and Defendants SKY HOTELS, INC., MODCO 2, LLC, CY3, LLC, J.R.P. HOSPITALITY, INC., NIMESH PATEL, SUREKHA PATEL, and MAHESH PATEL (hereinafter “Defendants”) (together referred to as the “Parties”, or individually referred to as a “Party”):

I. DEFINITIONS

- A. “Action” shall collectively mean the entire case, lawsuit, claims, allegations, and amendments entitled *Edward Gray, et al. v. Sky Hotels, Inc., et al.*, pending in Stanislaus County Superior Court as Case No. CV-22-004004, originally filed September 6, 2022 (the “Gray Action”), as well as the entirety of the cases, lawsuits, claims, allegations, and amendments in the cases entitled *Keily Villeda et al. v. Intercontinental Hotels Group Resources, LLC, et al.*; San Joaquin County Superior Court Case Nos. STK-CV-UOE-2022-0009028 and STK-CV-UOE-2023-0000814 (the “Villeda Actions”).
- B. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel, and performed work in California during the PAGA Period.
- C. “Aggrieved Employee Payment” means 25% of the PAGA Payment which will be allocated to the Aggrieved Employees as described herein.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred, up to a maximum of \$30,000.00.

- 1 E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
2 Class Counsel for the services they have rendered to Plaintiffs and the Settlement
3 Class in the Action, currently not to exceed one-third of the Gross Settlement
4 Amount currently estimated to be \$161,666.67. Attorneys’ fees will be divided
5 between Class Counsel as follows: 28.33% to JCL Law Firm, APC, 28.33% to Zakay
6 Law Group, APLC, 28.33% to Bibiyan Law Group, PC, and 15.01% to Messrelian
7 Law.
- 8 F. “Claims Administration Expenses” shall mean the amount paid to the Settlement
9 Administrator from the Gross Settlement Amount for administering the Settlement
10 pursuant to this Agreement, currently estimated not to exceed \$9,790.00.
- 11 G. “Class” or the “Class Members” means all non-exempt employees who are or
12 previously were employed by Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P.
13 Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel, and performed
14 work in California during the Class Period.
- 15 H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
16 Shani Zakay of Zakay Law Group, APLC, David Bibiyan, Esq. of Bibiyan Law
17 Group, PC, and Harout Messrelian of Messrelian Law.
- 18 I. “Class Data” means information regarding Class Members that Defendants will
19 compile from its records and provide to the Settlement Administrator. It shall be
20 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s
21 full name, last known address, Social Security Number, number of work weeks, and
22 number of pay periods.
- 23 J. “Class Period” means the period from September 6, 2018 to February 10, 2024, unless
24 modified by Defendant pursuant to Section III., C., 2., of this Agreement in the
25 Defendants’ sole discretion.
- 26 K. “Class Representatives” shall mean Edward Gray, Jessica Muto, Tammy Lallier,
27 Jonathan Harrison-Liam Olson II, and Keily Villeda.

- 1 L. "Court" means the Superior Court for the State of California, County of Stanislaus.
- 2 M. "Date of Last Installment Payment" shall mean the last date by which Defendants
- 3 have paid the entire Gross Settlement Amount to the Claims Administrator in
- 4 accordance with the following installment payment plan: (i) \$242,500.00, plus any
- 5 employer's share of payroll taxes on the wage portion of the Individual Settlement
- 6 Payments, shall be due sixty (60) calendar days after the Effective Date, and (ii)
- 7 \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective
- 8 Date.
- 9 N. "Defendants" shall mean Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P.
- 10 Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel.
- 11 O. "Effective Date" means the later of the following dates: (i) the date the Court enters
- 12 final judgment and no appeal, writ or other challenge to the finality of the judgment
- 13 has been filed; or (ii) five (5) days after the day when all appeals, writs or other
- 14 challenges to the final judgment have been resolved in a manner that affirms the
- 15 finality of the judgment and the time for the filing of any further appeals, writs or
- 16 other challenges has lapsed.
- 17 P. "Gross Settlement Amount" means Four Hundred Eighty-Five Thousand Dollars and
- 18 Zero Cents (\$485,000.00) that Defendants must pay in the following installments into
- 19 the QSF in connection with this Settlement and this Agreement: (i) \$242,500.00, plus
- 20 any employer's share of payroll taxes on the wage portion of the Individual Settlement
- 21 Payments, shall be due sixty (60) calendar days after the Effective Date, and (ii)
- 22 \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective
- 23 Date. The Gross Settlement Amount includes the Individual Settlement Payments,
- 24 Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service
- 25 Awards, and the PAGA Payment, but does not include the employer's share of payroll
- 26 tax, if any, on the wage portion of the Individual Settlement Payments.

- 1 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees and Attorneys' Expenses, Service Awards, PAGA Payment, and
6 Claims Administration Expenses.
- 7 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator, substantially in the form set forth as **Exhibit A** to this
9 Agreement.
- 10 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code §§ 2698 *et seq.*
- 12 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
13 that each Aggrieved Employee worked for Defendants divided by the sum total of the
14 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA
15 Period.
- 16 V. "PAGA Payment" shall mean Thirty Thousand Dollars (\$30,000.00) to be allocated
17 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
18 Employees and 75% of the payment going to the Labor and Workforce Development
19 Agency. The amount of the PAGA Payment is subject to Court approval pursuant to
20 California Labor Code section 2699(l). Any reallocation of the Gross Settlement
21 Amount to increase the PAGA Payment will not constitute grounds by either party to
22 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 23 W. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
24 Employee Payment, as defined herein, means the number of pay periods of
25 employment during the PAGA Period that each Aggrieved Employee worked for
26 Defendants in California.

- 1 X. "PAGA Period" means the period from July 1, 2021 to February 10, 2024, unless
2 modified by Defendant pursuant to Section III., C., 2., of this Agreement in the
3 Defendants' sole discretion.
- 4 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
5 by the sum total of Workweeks for all Class Members.
- 6 Z. "Plaintiffs" shall mean Edward Gray, Jessica Muto, Tammy Lallier, Jonathan
7 Harrison-Liam Olson II, and Keily Villeda.
- 8 AA. "QSF" means the Qualified Settlement Fund established, designated, and maintained
9 by the Settlement Administrator to fund the Gross Settlement Amount.
- 10 BB. "Released Parties" shall mean Defendants together with their present and former
11 parents, subsidiaries, affiliated and related entities, present and former owners,
12 boards, officers, directors, trustees, shareholders, members, managers, partners,
13 employees, agents, insurers, attorneys, representatives, heirs, executors,
14 administrators, successors and assigns.
- 15 CC. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
16 Administrator first mails Notice Packets to Class Members and the last date on which
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 DD. "Service Awards" mean an award in the amount of \$10,000.00 or in an amount that
19 the Court authorizes to be paid to each Class Representative, in addition to his or her
20 Individual Settlement Payment and his or her individual Aggrieved Employee
21 Payment, in recognition of his or her efforts and risks in assisting with the prosecution
22 of the Action.
- 23 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 24 FF. "Settlement Administrator" means Apex Class Action LLC.
- 25 GG. "Settlement Class Members" or "Settlement Class" means all Class Members who
26 have not submitted a timely and valid request for exclusion as provided in this
27 Agreement.

HH. “Workweeks,” or “Workweek” as used herein shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants.

II. RECITALS

A. On July 1, 2022, Plaintiffs Edward Gray and Jessica Muto filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) pursuant to PAGA and served the same on Defendants Sky Hotels, Inc. and Modco 2, LLC.

B. On September 6, 2022, Plaintiffs Edward Gray and Jessica Muto filed a class action, the Gray Action, in Stanislaus County Superior Court, Case No. CV-22-004004, alleging various claims and allegations, and including any amendments to the complaint, all as more completely set forth in the Gray Action.

C. On September 30, 2022, Plaintiff Keily Villeda filed a Notice Letter of Violations with the LWDA pursuant to PAGA and served the same on various parties including Sky Hotels, Inc.

D. On October 5, 2022, Plaintiff Keily Villeda filed a complaint in San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-009028, for Class Action claims as a part of the Villeda Actions.

E. On January 31, 2023, Plaintiff Keily Villeda filed a complaint in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-000814, alleging PAGA representative claims as a part of the Villeda Actions.

F. On May 24, 2023, Plaintiffs Edward Gray, Jessica Muto, Tammy Lallier, and Jonathan Harrison-Liam Olson II filed an Amended Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants Sky Hotels, Inc., Modco 2, LLC, Surekha Patel, and Mahesh Patel.

G. On December 19, 2023, Plaintiff Keily Villeda filed an Amended Notice Letter of Violations with the LWDA pursuant to PAGA and served the same on various parties

including Sky Hotels, J.R.P. Hospitality, Inc., CY3, LLC, MODCO 2, LLC, and Nimesh Patel.

H. The Class Representatives believe they have claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

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

J. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further

litigation. The Parties have agreed to settle the claims on the terms set forth in this Agreement.

K. On December 12, 2023, the parties participated in a mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. The mediation ultimately led to a settlement.

L. On or about April 2, 2024, Edward Gray filed a civil case and lawsuit in the Stanislaus County Superior Court entitled *Edward Gray et al. v. Sky Hotels, Inc., et al.*, Case No. CV-24-002520 (the “Gray Individual Action”).

M. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class Members have merit or that Defendants bear any liability to Plaintiffs or the Class Members on those claims or any other claims. Nothing in this Agreement is intended or will be construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit.

N. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm’s-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

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

III. TERMS OF AGREEMENT

A. Revised PAGA Notice and Amended Complaint: Subject to the review, revisions, changes, written approval from Defendants, Plaintiffs will submit a revised PAGA notice to the LWDA to add J.R.P. Hospitality, Inc., CY3, LLC, Nimesh Patel, Surekha

Patel, and Mahesh Patel as Defendants, and to include all claims and all allegations necessary to effectuate the release of all claims set forth in the releases described in sections III., C. through E., herein. Subject to the review, revisions, changes, and written approval from Defendants, Plaintiffs will also amend the operative complaint in the Action to add J.R.P. Hospitality, Inc., CY3, LLC, Nimesh Patel, Surekha Patel, and Mahesh Patel as Defendants, to include Keily Villeda, Tammy Lallier, and Jonathan Harrison-Liam Olson II as Plaintiffs, and to include all claims and all allegations necessary to effectuate the releases of all claims set forth in the release described in sections III., C. through E., herein. Defendants shall be provided with drafts of the revised PAGA notice and amended complaint in advance of any filings or submissions, and Defendants shall be provided an adequate and reasonable opportunity to comment, make changes, and make revisions to the revised PAGA notice and amended complaint before any filings or submissions. Plaintiffs can only file a revised PAGA notice and amended complaint with the prior written approval of Defendants. This section constitutes a material term of this Agreement, and should Defendants: (i) not be provided copies of a revised PAGA notice and an amended complaint in advance of any submissions or filings, and/or (ii) propose changes and/or revisions to the revised PAGA notice and to the amended complaint at any time that are not made by Plaintiffs, Defendants may, in their sole discretion, elect to invalidate this Agreement, and make this Agreement void *ab initio* and of no force or effect of any kind. Should Defendants make such an election, this Agreement shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. If this Agreement is invalidated and nullified by Defendants pursuant to this section, Plaintiffs are solely responsible for any costs and fees incurred by the Settlement Administrator. No preliminary approval motion of any kind will be filed by Plaintiffs without first filing and submitting an amended PAGA notice and an amended complaint in the Action, all of

which require the pre-approval in writing by Defendants as set forth herein.

B. Dismissal of Actions. Immediately upon the filing of the first amended complaint in the Gray Action, Keily Villeda shall dismiss, without prejudice, the Villeda Actions pending in San Joaquin County Superior Court, and cause the Villeda Actions to be fully dismissed without prejudice. Immediately upon the execution of this Agreement, Edward Gray shall file a Notice of Settlement in the Gray Individual Action. Immediately following the Court's final approval of the Settlement, Edward Gray shall dismiss, with prejudice, the Gray Individual Action, and cause the Gray Individual Action to be fully dismissed with prejudice.

C. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount in installment payments as set forth in this Agreement. The Parties agree that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes paid on the wage portion of the Individual Settlement Payments, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that at the time of mediation the Settlement Class was comprised of approximately 515 Class Members who collectively worked approximately 14,263 workweeks ("Projected Workweeks") during the Class Period. If the actual number of Workweeks worked by Class Members exceeds 14,263 Workweeks by ten percent (10%), meaning that the actual Workweeks worked by Class Members are more than 15,690 Workweeks, then Defendants shall have the option, in Defendants' sole discretion, to either: (i) establish the end date of the Class Period and PAGA Period as of the 14,263rd Workweek, which shall end the Class Period and the PAGA Period, or (ii) pay additional money for the additional release period

1 commensurate with the number of Workweeks that exceed 15,690
2 Workweeks at thirty two dollars and zero cents (\$32.00) per additional
3 Workweek.

4 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
5 into the QSF, through the Settlement Administrator by the dates and
6 installment plan set forth in this Agreement at Section I., P. Any interest
7 accrued will be added to the NSA and distributed to the Settlement Class
8 Members except that if final approval is reversed on appeal, then Defendants
9 are entitled to prompt return of the principal and all interest accrued.

10 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
11 payroll taxes on the wage portion of the Individual Settlement Payments is in
12 addition to the Gross Settlement Amount and shall be paid together with the
13 first installment payment of the portion of the Gross Settlement Amount, as
14 set forth in this Agreement at Section I., M.

15 D. Release by Settlement Class Members. Upon entry of final judgment and Defendants
16 fully funding the Gross Settlement Amount, in exchange for the consideration set forth in this
17 Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from
18 the Released Class Claims for the Class Period. The "Released Class Claims" shall mean
19 and include, but are not limited to all claims alleged by Plaintiffs in any complaints in the
20 Action, or which could have been alleged by Plaintiffs in any complaints in the Action by
21 reason of or in connection with any matter or fact set forth or referred to in the complaints,
22 which include claims for (i) unfair competition in violation of California Business &
23 Professions Code section 17200 et seq., (ii) failure to pay minimum wages in violation of
24 Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay overtime wages in
25 violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required meal periods
26 in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v) failure
27 to provide required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and

applicable wage order, (vi) failure to reimburse employees for required expenses in violation of Cal. Labor Code sections 2802, (vii) failure to provide accurate itemized statements in violation of Cal. Labor Code section 226, and (viii) failure to provide wages when due in violation of Cal. Labor Code sections 201, 202, and 203, and which also include without limitation any and all claims, debts, liabilities, demands, actions, or causes of action, damages, interest, penalties, wages, and equitable relief arising from or relating to the Released Class Claims during the Class Period as defined herein. Without limiting the foregoing, the Released Class Claims shall also include claims for (i) failure to compensate for all hours worked (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, and California Labor Code section 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194, 1194.2, 1197), (iii) failure to pay overtime wages (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, California Labor Code section 510), (iv) failure to provide accurate itemized wage statements (California Labor Code section 226), (v) failure to pay wages owed every pay period (California Labor Code section 204), (vi) failure to pay wages when employment ends (California Labor Code sections 201, 203), (vii) failure to provide rest breaks/rest periods, (viii) failure to provide meal breaks/meal periods, (ix) failure to reimburse business expenses and failure to indemnify, (x) waiting time penalties, (xi) violation of Cal. Labor Code section 227.3, (xii) failure to pay all wages due upon termination, (xiii) failure to timely pay wages during employment, and (xiv) violation of Business & Professions Code section 17200 and unfair competition, as well as claims for failure to provide unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, and interest; failure to timely pay regular and preliminary wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations; compensation due by reason of a split shift; reporting time pay; sick time and sick pay claims; claims arising

1 from invalid meal period waivers and on-duty meal period waivers; payment for all hours
2 worked; wage statements and paystubs, including wage statements and paystubs furnished or
3 available in physical, electronic, or other forms; failure to keep accurate records; making
4 unlawful deductions; failing to reimburse business expenses; unfair business practices; any
5 and all related penalties, including recordkeeping penalties, wage statement penalties,
6 minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil
7 penalties associated with any of the foregoing. Such Released Class Claims shall also
8 include, but are not limited to those claims arising under California Labor Code sections 98,
9 98.6, 200, 201-204, 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224,
10 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5,
11 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510,
12 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198,
13 1198.5 1199, 1527, 2800, 2802, 2804, 2810.5, 2698 et seq., 2699 et seq., 3366, 3457, 6401,
14 6402, 6403, 6409.6, 6432, 8397.4, and/or those arising under the applicable Industrial
15 Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9,
16 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the
17 California Code of Regulations codifying the applicable Wage Order(s)], which may include
18 but are not limited to Wage Orders 1-2001, 7-2001, and/or 9-2001); 8 C.C.R. §3395;
19 California Business and Professions Code section 17200 et seq. (including, without
20 limitation, California Business and Professions Code sections 17200 through 17208, 16600,
21 16700); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil
22 Procedure sections 1021.5 and 1032; California Government Code section 12952, and any
23 related claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.). The
24 Parties intend that these releases be construed as broadly as possible to encompass all claims
25 alleged by Plaintiffs, or those which could have been alleged by Plaintiffs based on the factual
26 allegations in the operative complaint(s) in the Action. These releases exclude the release of
27 claims not permitted by law. This Agreement is the compromise of all possible disputed

claims related to wages and fully and finally settles all possible claims between the Parties regarding Plaintiffs' and Class Members' wages. The Parties warrant and represent that these releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Plaintiffs and Class Members through their last day of employment with Released Parties within the Class Period.

E. Release by the Aggrieved Employees. Upon entry of final judgment and Defendants fully funding the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the Aggrieved Employees, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. The "Released PAGA Claims" means and includes, but is not limited to, the PAGA cause of action (and any other claims and corresponding requests for relief) asserted by Plaintiffs on behalf of Plaintiffs and the Aggrieved Employees in the Action, namely all claims, rights, demands, liabilities, allegations, and causes of action arising from PAGA that were pled, alleged, or reasonably could have been alleged based on the facts asserted in any complaints in the Action and based on all Plaintiffs' PAGA notices filed and submitted in connection with this Action, violations of the PAGA (Labor Code sections 2698 et seq.), and any claims for PAGA penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197.1, 1198, and 2802. As a result of these releases, the Plaintiffs and Aggrieved Employees shall be precluded from bringing claims against Defendants in connection with PAGA and the Released PAGA Claims.

F. General Release by Plaintiffs. Upon entry of final judgment and Defendants fully funding the Gross Settlement Amount, for the consideration set forth in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims,

1 retaliation claims, statutory claims, personal injury claims, emotional distress claims,
2 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any
3 and all claims arising under any federal, state or other governmental statute, law, regulation
4 or ordinance, including, but not limited to claims for violation of the Fair Labor Standards
5 Act, the California Labor Code, the Wage Orders of California's Industrial Welfare
6 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
7 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
8 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act,
9 the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
10 Protection Act, California Business & Professions Code Section 17200 et seq., and any and
11 all claims arising under any federal, state or other governmental statute, law, regulation or
12 ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits that
13 Plaintiffs may have under California Civil Code § 1542, which provides as follows:

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

20 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
21 release and discharge of the Released Parties, Plaintiffs expressly acknowledge this
22 Settlement Agreement is intended to include in its effect, without limitation, all claims
23 Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this
24 Settlement Agreement, and that this Settlement Agreement extinguishes any such claims.
25 Plaintiffs warrant that Plaintiffs have read this Settlement Agreement, including this waiver
26 of California Civil Code section 1542, and that Plaintiffs have consulted with or had the
27 opportunity to consult with counsel of Plaintiffs' choosing about this Settlement Agreement

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

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

- 13 1. An amended PAGA notice and an amended complaint in the Action are filed
14 and submitted, with the prior written approval of Defendants, as set forth in
15 this Agreement, the Villeda Actions pending in San Joaquin County Superior
16 Court are dismissed without prejudice, and a Notice of Settlement is filed in
17 the Gray Individual Action;
- 18 2. The Court enters an order granting preliminary approval of the Settlement;
- 19 3. The Court enters an order granting final approval of the Settlement and issues
20 a final judgment;
- 21 4. The Effective Date occurs; and
- 22 5. Defendants fully fund the Gross Settlement Amount.

23 H. Nullification of Settlement Agreement. If this Settlement Agreement is not
24 preliminarily or finally approved by the Court, fails to become effective pursuant to
25 the terms of this Settlement Agreement, or is reversed, withdrawn or modified by the
26 Court, or in any way prevents or prohibits Defendants from obtaining a complete
27

1 resolution and the releases set forth in this Settlement Agreement, or if Defendants fail
2 to fully fund the Gross Settlement Amount:

- 3 1. This Settlement Agreement shall be invalid, void *ab initio* and of no force or
4 effect of any kind, and shall not be admissible in any judicial, administrative
5 or arbitral proceeding for any purpose or with respect to any issue, substantive
6 or procedural;
- 7 2. The conditional class certification shall be invalid, void *ab initio* and of no
8 force or effect of any kind, and shall not be admissible in any judicial,
9 administrative or arbitral proceeding for any purpose or with respect to any
10 issue, substantive or procedural;
- 11 3. None of the Parties to this Settlement Agreement will be deemed to have
12 waived any claims, objections, defenses or arguments in the Action, including
13 with respect to the issue of potential class certification; and
- 14 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
15 any curative notice to the Settlement Class Members and all Claims
16 Administration Expenses incurred to the date of nullification if the Agreement
17 is nullified due to Defendants' failure to fully fund the Gross Settlement
18 Amount. If the Agreement is invalidated and nullified due to Plaintiffs' failure
19 to comply with the terms and provision relating to an amended PAGA notice
20 and an amended complaint, Plaintiffs shall be responsible for the fees and
21 costs as set forth in that section. If the Agreement is nullified for any other
22 reason, Plaintiffs and Defendants shall equally bear the responsibility for any
23 cost to issue or reissue any curative notice to the Settlement Class Members
24 and all Claims Administration Expenses incurred to the date of nullification.

- 25 I. Certification of the Settlement Class. The Parties stipulate to conditional class
26 certification of the Class for the Class Period for purposes of settlement only. In the
27 event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendants from obtaining a complete resolution and the releases set forth in this
3 Settlement Agreement, the conditional class certification shall be invalid, void *ab*
4 *initio* and of no force or effect of any kind, and shall not be admissible in any judicial,
5 administrative or arbitral proceeding for any purpose or with respect to any issue,
6 substantive or procedural.

7 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments called for, and Class Members and/or Aggrieved Employees are
9 not relying on any statement or representation by the Parties in this regard. Class
10 Members and/or Aggrieved Employees understand and agree that they will be
11 responsible for the payment of any taxes and penalties assessed on the Individual
12 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
13 Employee Payment and will be solely responsible for any penalties or other obligations
14 resulting from their personal tax reporting of Individual Settlement Payments and/or
15 Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

16 K. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that:
17 (1) no provision of this Agreement, and no written communication or disclosure
18 between or among the Parties or their attorneys and other advisers, is or was intended
19 to be, nor shall any such communication or disclosure constitute or be construed or be
20 relied upon as, tax advice within the meaning of United States Treasury Department
21 circular 230 (31 CFR part 10, as amended); (2) each Party(a) has relied exclusively
22 upon his, her or its own, independent legal and tax counsel for advice (including tax
23 advice) in connection with this Agreement, (b) has not entered into this Agreement
24 based upon the recommendation of any other Party or any attorney or advisor to any
25 other Party, and (c) is not entitled to rely upon any communication or disclosure by
26 any attorney or adviser to any other party to avoid any tax penalty that may be imposed
27 on the acknowledging party, and (3) no attorney or adviser to any other Party has

imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

L. Preliminary Approval Motion. After an amended PAGA notice and amended complaint are filed and submitted as set forth in this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiffs will provide Defendants with a draft of the Motion and supporting papers at least 5 business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to 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 Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets 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 portions of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee 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 number of exclusions and objections received.

1. Settlement Administrator's Secure Recordkeeping and File Maintenance. The Settlement Administrator shall secure and protect the Aggrieved Employees' and the Class Members' information from unauthorized access, use, deletion and modification including all information in the Class List. The Settlement Administrator (along with any of its agents, employees and representatives) shall represent, warrant and agree that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information of any Class Members and of any Aggrieved Employees, including without limitation the information contained in the Class List which it receives from Defendants (collectively referred to as the "PII"); (2) not disclose the PII to third parties, Plaintiffs, or Class Counsel, including without limitation their agents, consultants, experts, or subcontractors, without Defendants' written consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants and Defendants' Counsel with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants and Defendants' Counsel. The PII will otherwise remain confidential, and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendants' express written authorization, or by order of the Court.

N. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the

1 Class Members. The Class Data will be presumed to be correct unless a
2 particular Class Member proves otherwise to the Settlement Administrator by
3 credible written evidence. All Workweek disputes will be resolved and
4 decided by the Settlement Administrator, and the Settlement Administrator's
5 decision on all Workweek disputes is final and non-appealable.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as **Exhibit A**.

9 b) The Notice Packet's mailing envelope shall include the following
10 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
11 ENTITLED TO PARTICIPATE IN A CLASS ACTION
12 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
13 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
14 NOTICE."

15 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
16 Settlement Administrator will perform a search based on the National Change
17 of Address Database to update and correct any known or identifiable address
18 changes. No later than twenty-one (21) calendar days after preliminary
19 approval of the Settlement, the Settlement Administrator shall mail copies of
20 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
21 electronic mail. The Settlement Administrator shall exercise its best judgment
22 to determine the current mailing address for each Class Member. The address
23 identified by the Settlement Administrator as the current mailing address shall
24 be presumed to be the best mailing address for each Class Member.

25 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be
27 re-mailed to any forwarding address provided. If no forwarding address is

1 provided, the Settlement Administrator shall promptly attempt to determine a
2 correct address by lawful use of skip-tracing, or other search using the name,
3 address and/or Social Security number of the Class Member involved, and
4 shall then perform a re-mailing, if another mailing address is identified by the
5 Settlement Administrator. In addition, if any Notice Packets, which are
6 addressed to Class Members who are currently employed by Defendants, are
7 returned to the Settlement Administrator as non-delivered and no forwarding
8 address is provided, the Settlement Administrator shall notify Defendants.
9 Defendants will request that the currently employed Class Member provide a
10 corrected address and transmit to the Administrator any corrected address
11 provided by the Class Member. Class Members who received a re-mailed
12 Notice Packet shall have their Response Deadline extended fifteen (15) days
13 from the original Response Deadline.

14 5. Disputes Regarding Individual Settlement Payments. Class Members will
15 have the opportunity, should they disagree with Defendants' records regarding
16 the start and end dates of employment to provide documentation and/or an
17 explanation to show contrary dates. If there is a dispute, the Settlement
18 Administrator will consult with the Parties to determine whether an
19 adjustment is warranted. The Settlement Administrator shall determine the
20 eligibility for, and the amounts of, any Individual Settlement Payments under
21 the terms of this Agreement. The Settlement Administrator's determination
22 of the eligibility for and amount of any Individual Settlement Payment shall
23 be binding upon the Class Member and the Parties.

24 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
25 by the Settlement Administrator concerning the administration of the
26 Settlement will be resolved by the Court under the laws of the State of
27 California. Before any such involvement of the Court, counsel for the Parties

will confer in good faith to attempt to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written, signed and dated request for exclusion. The request for exclusion must state in substance that the Class Member has read the Notice Packet and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gray, et al. v. Sky Hotels, Inc., et al.*, currently pending in Superior Court of Stanislaus, Case No. CV-22-004004. The request for exclusion must contain the Class Member's name, address, signature, and the last four digits of his or her Social Security Number for verification purposes. The request for exclusion must be signed by the Class Member. No other person may opt out for a member of the Class. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Class Members who fail to make
2 objections in writing in the manner specified above may still make their
3 objections orally at the Final Approval/Settlement Fairness Hearing with the
4 Court's permission. Settlement Class Members will have a right to appear at
5 the Final Approval/Settlement Fairness Hearing to have their objections heard
6 by the Court regardless of whether they submitted a written objection. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Payment.

12 O. Allocation of the Gross Settlement Amount.

- 13 1. Calculation of Individual Settlement Payments. Individual Settlement
14 Payments shall be paid from the Net Settlement Amount and shall be paid
15 pursuant to the formula set forth herein. Using the Class Data, the Settlement
16 Administrator shall add up the total number of Workweeks for all Class
17 Members. The respective Workweeks for each Class Member will be divided
18 by the total Workweeks for all Class Members, resulting in the Payment Ratio
19 for each Class Member. Each Class Member's Payment Ratio will then be
20 multiplied by the Net Settlement Amount to calculate each Class Member's
21 estimated Individual Settlement Payments. Each Individual Settlement
22 Payment will be reduced by any legally mandated employee tax withholdings
23 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
24 Members who submit valid and timely requests for exclusion will be
25 redistributed to Settlement Class Members who do not submit valid and timely
26 requests for exclusion on a pro rata basis based on their respective Payment
27 Ratios.

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employee will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee’s Portion of the PAGA Payment, \$7,500.00 (25% of
9 \$30,000.00), to calculate each Aggrieved Employee’s estimated share of the
10 PAGA Payment.
- 11 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
12 Settlement Payments shall be allocated and treated as 10% wages (the “Wage
13 Portion”), 87.5% penalties and interest, and 2.5% reimbursements. The Wage
14 Portion of the Individual Settlement Payments shall be reported on IRS Form
15 W-2 and all remaining portions of the Individual Settlement Payments shall
16 be reported on IRS Form 1099 issued by the Settlement Administrator.
- 17 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
18 Employee Payments shall be allocated and treated as 100% penalties and shall
19 be reported on IRS Form 1099.
- 20 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
21 individual shares of the PAGA Payment made to Settlement Class Members
22 and/or Aggrieved Employees under this Settlement Agreement, as well as any
23 other payments made pursuant to this Settlement Agreement, will not be
24 utilized to calculate any additional benefits under any benefit plans to which
25 any Class Members and/or Aggrieved Employees may be eligible, including,
26 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
27 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 and/or Aggrieved Employees may be entitled under any benefit plans.

6. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs who are also entitled to Service Awards and nothing more, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the date of the first installment payment.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days,

1 all funds represented by such uncashed checks, plus any interest accrued
2 thereon, shall be paid to the Community Law Project, a Cy Pres, in accordance
3 with California Code of Civil Procedure section 384.

4 9. Service Awards. In addition to the Individual Settlement Payment as a
5 Settlement Class Member and his or her individual share of the Aggrieved
6 Employee Payment, Plaintiffs will apply to the Court for an award of not more
7 than \$10,000.00 each as the Service Awards. Defendants will not oppose
8 Service Awards of not more than \$10,000.00 for each Plaintiff. The
9 Settlement Administrator shall pay the Service Awards, either in the amount
10 stated herein if approved by the Court or some other amount as approved by
11 the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen
12 (15) calendar days after the Date of Last Installment Payment. Any portion
13 of the requested Service Awards that is not awarded to the Class
14 Representatives shall be part of the Net Settlement Amount and shall be
15 distributed to Settlement Class Members as provided in this Agreement. The
16 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
17 for his or her Service Awards. Plaintiffs shall be solely and legally responsible
18 to pay any and all applicable taxes on his or her Service Awards and shall hold
19 harmless the Released Parties from any claim or liability for taxes, penalties,
20 or interest arising as a result of the Service Awards. Approval of this
21 Settlement shall not be conditioned on Court approval of the requested amount
22 of the Service Awards. If the Court reduces or does not approve the requested
23 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
24 and it will remain binding.

25 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
26 Counsel will file a Motion for Attorneys' Fees not to exceed one-third of the
27 Gross Settlement Amount currently estimated to be \$161,666.67 *and*

Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Date of Last Installment Payment. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Thirty Thousand Dollars (\$30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$22,500.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the date of the first installment payment. Twenty-five percent (25%) of the PAGA Payment (\$7,500.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$9,790.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Date of Last Installment Payment.

P. Final Approval Motion. Class Counsel and Plaintiffs shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendants with a draft of the Motion and supporting documents at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

N. Defendants' Right to Terminate Settlement: Defendants shall have the right at their sole discretion to terminate the settlement if more than 10% of Class Members timely

elect to opt out of the settlement, as determined by the Settlement Administrator. Defendants must exercise their right to terminate the settlement within fourteen (14) calendar days from receipt of the final report from the Settlement Administrator. If Defendants exercise their right under this section, Defendants shall be solely liable for administrative costs incurred by the Settlement Administrator.

Q. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification motion hearing deadlines and trial dates, if any. The Parties will cooperate in staying any and all discovery deadlines.

P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

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

R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

S. Authorization to Enter into Settlement Agreement. The persons signing this Agreement on behalf of Defendants represent and warrant that he/she is authorized to sign this Agreement on behalf of Defendants. Each of the Plaintiffs represent and

warrant that he/she is authorized to sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

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

V. Counterparts. A facsimile signature, copy of an original signature, or electronic signature shall be considered as valid as an original for purposes of this Agreement. This Agreement may be executed in counterparts, and all copies so executed shall be binding upon the Parties, notwithstanding that the signatures of the Parties do not appear on the same page.

W. Headings. The descriptive headings of any paragraphs or sections of this Settlement Agreement including the capitalized terms therein are inserted for convenience only.

X. Waivers. The waiver of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, contemporaneous, or continuing.

Y. Non-Disparagement. The Plaintiffs agree that Plaintiffs will not disparage or criticize Defendants or their owners, shareholders, officers, directors, employees, agents, members, managers, and/or representatives.

Z. Indemnification. Plaintiffs and Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all Federal, State, and Local taxes and penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid his/her/their taxes associated with the payments set forth in this Settlement Agreement.

1 AA. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
2 Agreement shall be presented to a mediator for potential resolution with Plaintiffs and
3 Defendants splitting all mediation fees equally (i.e., Plaintiffs paying ½ of the
4 mediation fee, and Defendants paying ½ of the mediation fee).

5 BB. Severability. If one or more of the provisions contained in this Settlement Agreement
6 is deemed or held invalid, illegal, or unenforceable in any respect, then the invalid,
7 illegal, or unenforceable provisions shall be deemed stricken and the remaining
8 provisions shall remain valid. The Court shall attempt to construe the provisions valid
9 to the fullest extent possible consistent with applicable precedents so that all provisions
10 of this Agreement are valid and enforceable.

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

20 DD. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
21 Released Claims have merit and give rise to liability on the part of Defendants.
22 Defendants claimed and continue to claim that all of the claims released herein have
23 no merit and do not give rise to liability. This Agreement is a compromise of disputed
24 claims. Nothing contained in this Agreement, no documents referred to in connection
25 with this Agreement, and no actions taken to carry out this Agreement may be
26 construed or used as an admission by or against the Defendants, Plaintiffs, or Class
27 Counsel as to the merits or lack thereof of the claims asserted. The Parties' Settlement

and this Agreement are conditioned upon the Court's approval. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his/her own attorney's fees and costs.

EE. Confidentiality/Non-Publicity: Plaintiffs and Class Counsel will keep the complaints, PAGA letters and notices, and this Settlement Agreement confidential through preliminary approval. Thereafter, Plaintiffs and Class Counsel will further agree to keep this Settlement Agreement, complaints and the PAGA letters and notices confidential, including without limitation no disclosures to current or former employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members and the Settlement Administrator, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

IT IS SO AGREED BY PLAINTIFFS:

DATED: 08/08/2025

Edward M Gray
Edward M Gray (Aug 8, 2025 17:09:52 PDT)

Edward Gray

DATED: 08/08/2025

Jessica Muto
Jessica Muto (Aug 8, 2025 13:56:26 PDT)

Jessica Muto

DATED: 08/08/2025

Tammy D Lallier
Tammy D Lallier (Aug 8, 2025 13:23:13 PDT)

Tammy Lallier

DATED: 08/08/2025

Jonathan Harrison-Liam Olson II
Jonathan Harrison-Liam Olson II (Aug 8, 2025 15:22:12 PDT)

Jonathan Harrison-Liam Olson II

DATED: 08/21/2025

Keily Villeda

Keily Villeda

1 IS SO AGREED BY DEFENDANTS:
2

3 DATED: 9-3-25

N. Patel

Sky Hotels, Inc.

Nick Patel

Printed Name

Manager

Title

9 DATED: 9-3-25

N. Patel

Modco 2, LLC

Nick Patel

Printed Name

Manager

Title

15 DATED: 9-3-25

N. Patel

J.R.P. Hospitality, Inc.

Nick Patel

Printed Name

Manager

Title

21 DATED: 9-3-25

N. Patel

CY3, LLC

Nick Patel

Printed Name

Manager

Title

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DATED: 9-3-25

N. Patel
Nimesh Patel

DATED: 9-3-25

Surekha Patel
Surekha Patel

DATED: 9-3-25

Mahesh Patel
Mahesh Patel

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EXHIBIT A

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

(Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior Court Case No. CV-22-004004)

**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 . If you are an Aggrieved Employee, you will still receive your PAGA Payment Share. 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 Stanislaus (the "Court") has been reached between Plaintiffs Edward Gray, Jessica Muto, Tammy Lallier, Jonathan Harrison-Liam Olson II, and Keily Villeda ("Plaintiffs") and Defendants Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel ("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.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendants Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel and performed work in California during the Class

Period.

The “Class Period” is the period from September 6, 2018 to [REDACTED].

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 September 6, 2022, Plaintiffs Edward Gray and Jessica Muto filed a Class Action Complaint in the Superior Court of the State of California, County of Stanislaus, as Case No. CV-22-004004, asserting various causes of action and allegations, as more specifically set forth in the Class Action Complaint itself. Collectively, the Class Action Complaint, any subsequent amendments to the Class Action Complaint, and all allegations and causes of action set forth in the complaints, shall all be referred to as the “Action.”

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

The Parties have recently reached a settlement of the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC, Bibiyan Law Group, PC, and Messrelian Law 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 Eighty-Five Thousand Dollars and Zero Cents (\$485,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

After the Effective Date, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator in two separate installments as follows: (i) \$242,500.00 shall be due sixty (60) calendar days after the Effective Date, plus any employer side payroll taxes on the wage portion of the Individual Settlement Payments, and (ii) \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective Date. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’ and/or Aggrieved Employees’ last known mailing address no later than fifteen (15) calendar days after the date of the first installment payment. The “Effective Date” means the later of the following dates: (i) the date the Court enters final judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or other

challenges to the final judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed.

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:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,790.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$161,666.67) and Attorneys' Expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions 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.
- Service Awards. Service Award of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$22,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,500.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses 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 ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees 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 Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Sky Hotels, Inc.,

Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel and performed work in California during the PAGA Period. The PAGA Period means the period from July 1, 2021 to [REDACTED].

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 Notice Packet. 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. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty seven and a half percent (87.5%) of each Individual Settlement Payment is allocated to interest and penalties, and two and a half percent (2.5%) is allocated to reimbursements. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the penalty, interest and reimbursement portions of the Individual Settlement Payments. In addition, PAGA Payments to the Aggrieved Employees are allocated 100% to penalties and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Aggrieved Employee 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 Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees 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 and/or Aggrieved Employees 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 and/or Aggrieved Employees 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 Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. The Released Class Claims means and includes, but is not limited to all claims alleged by Plaintiffs in any complaints in the Action, or which could have been alleged by Plaintiffs in any complaints in the Action by reason of or in connection with any matter or fact set forth or referred to in the operative complaint(s), which include claims for (i) unfair competition in violation of California Business & Professions Code

section 17200 et seq., (ii) failure to pay minimum wages in violation of Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay overtime wages in violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required meal periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v) failure to provide required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (vi) failure to reimburse employees for required expenses in violation of Cal. Labor Code sections 2802, (vii) failure to provide accurate itemized statements in violation of Cal. Labor Code section 226, and (viii) failure to provide wages when due in violation of Cal. Labor Code sections 201, 202, and 203, and which also include without limitation any and all claims, debts, liabilities, demands, actions, causes of action, damages, interest, penalties, wages, and equitable relief arising from or relating to the Released Class Claims during the Class Period, as defined herein. Without limiting the foregoing, the Released Class Claims shall also include claims for (i) failure to compensate for all hours worked (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, and California Labor Code section 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194, 1194.2, 1197), (iii) failure to pay overtime wages (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, California Labor Code section 510), (iv) failure to provide accurate itemized wage statements (California Labor Code section 226), (v) failure to pay wages owed every pay period (California Labor Code section 204), (vi) failure to pay wages when employment ends (California Labor Code sections 201, 203), (vii) failure to provide rest breaks/rest periods, (viii) failure to provide meal breaks/meal periods, (ix) failure to reimburse business expenses and failure to indemnify, (x) waiting time penalties, (xi) violation of Cal. Labor Code section 227.3, (xii) failure to pay all wages due upon termination, (xiii) failure to timely pay wages during employment, and (xiv) violation of Business & Professions Code section 17200 and unfair competition, as well as claims for failure to provide unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, and interest; failure to timely pay regular and preliminary wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations; compensation due by reason of a split shift; reporting time pay; sick time and sick pay claims; claims arising from invalid meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; making unlawful deductions; failing to reimburse business expenses; unfair business practices; any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil penalties associated with any of the foregoing. Such Released Class Claims shall also include, but are not limited to those claims arising under California Labor Code sections 98, 98.6, 200, 201-204, 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198, 1198.5 1199, 1527, 2800, 2802, 2804, 2810.5, 2698 et seq., 2699 et seq., 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which may include but are not limited to Wage Orders 1-2001, 7-2001, and/or 9-2001); 8 C.C.R. § 3395; California Business and

Professions Code section 17200 et seq. (including, without limitation, California Business and Professions Code §§ 17200 through 17208, 16600, 16700); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure sections 1021.5 and 1032; California Government Code section 12952, and any related claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.). The Parties intend that these releases be construed as broadly as possible to encompass all claims alleged by Plaintiffs, or those which could have been alleged by Plaintiffs based on the factual allegations in the operative complaint(s) in the Action. These releases exclude the release of claims not permitted by law. This Agreement is the compromise of all possible disputed claims related to wages and fully and finally settles all possible claims between the Parties regarding Plaintiffs’ and Class Members’ wages. The Parties warrant and represent that these releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Plaintiffs and Class Members through their last day of employment with Released Parties within the Class Period.

Released PAGA Claims. Upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees 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”). The “Released PAGA Claims” means and includes, but is not limited to, the PAGA cause of action (and any other claims and corresponding requests for relief) asserted by Plaintiffs on behalf of Plaintiffs and the Aggrieved Employees in the Action, namely all claims, rights, demands, liabilities, allegations, and causes of action arising from PAGA that were pled, alleged, or reasonably could have been alleged based on the facts asserted in any complaints in the Action and based on all Plaintiffs’ PAGA notices filed and submitted in connection with this Action, violations of the PAGA (Labor Code sections 2698 et seq.), and any claims for PAGA penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197.1, 1198, and 2802. As a result of these releases, the Plaintiffs and Aggrieved Employees shall be precluded from bringing claims against Defendants in connection with PAGA and the Released PAGA Claims.

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. Irrespective of whether you exclude yourself from the Settlement, you will be bound by the PAGA Release if you are an Aggrieved Employee, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

5. How much will my payment be?

Defendants’ records reflect that you have << >> Workweeks worked during the Class Period (September 6, 2018 to).

Based on this information, your estimated Settlement Share is << >>.

Defendants’ records reflect that you have << >> pay periods worked during the PAGA Period (July 1, 2021 to).

1
2 **Based on this information, your estimated PAGA Payment Share is << >>.**

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

6 **6. How can I get a payment?**

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

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

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

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

20 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed
21 and dated request for exclusion postmarked no later than _____. The address for the
22 Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700.
23 The request for exclusion must state in substance that the Class Member has read the Class Notice
24 and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gray,*
et al. v. Sky Hotels, Inc., et al., currently pending in Superior Court of Stanislaus, Case No. CV-22-
004004. 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.

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

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

2 Any Class Member who has not opted out and believes that the Settlement should not be
3 finally approved by the Court for any reason, may object to the proposed Settlement. Objections
4 may be in writing and state the Class Member's name, current address, telephone number, and
5 describe why you believe the Settlement is unfair and whether you intend to appear at the final
6 approval hearing. All written objections or other correspondence must also state the name and
7 number of the case, which is *Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior
Court Case No. CV-22-004004*. You may also object without submitting a written objection by
8 appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

16 The addresses for the Parties' counsel are as follows:

17 **Class Counsel:**

18 Jean-Claude Lapuyade, Esq.
19 JCL Law Firm, APC
20 5440 Morehouse Drive, Suite 3600
21 San Diego, CA 92121
22 Tel.: (619) 599-8292
23 E-Mail: jlapuyade@jcl-lawfirm.com

24 **Counsel for Defendants:**

25 Ian B. Wieland, Esq.
26 Paul M. Parvanian, Esq.
27 Sagaser, Watkins & Wieland, PC
28 5260 North Palm Avenue, Suite 400
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29 **Class Counsel:**

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32 5440 Morehouse Drive, Suite 3600
33 San Diego, CA 92121
34 Tel: (619) 599-8292
35 Email: shani@zakaylaw.com

36 **Class Counsel:**

37 David D. Bibiyan, Esq.
38 Bibiyan Law Group, PC
39 1460 Westwood Boulevard

Los Angeles, CA 90024
Tel : (310) 438-5555
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Class Counsel:

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Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, California, 91203
Tel: (818) 484-6531
Fax: (818) 956-1983
Email: hm@messrelianlaw.com

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

The Court will hold a Final Approval Hearing at _____ on _____, at the Stanislaus County Superior Court, Department 23, located at 801 10th Street, Modesto, CA 95354 before Judge John D. Freeland. 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 *Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior Court Case No. CV-22-004004*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action, LLC.

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 www.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 Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

EDWARD GRAY and JESSICA MUTO,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

SKY HOTELS, INC., a California corporation;
MODCO 2, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. CV-22-004004

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 16, 2025

Time: 8:30 a.m.

Judge: Hon. John D. Freeland

Department: 23

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable John D. Freeland of the Superior Court of the State
3 of California, in and for the County of Stanislaus, with the attorneys from the JCL Law Firm, APC, and
4 Zakay Law Group, APLC, appearing as counsel for Plaintiffs Edward Gray, Jessica Muto, Tammy
5 Lallier, and Jonathan Harrison-Liam Olson II, Bibiyan Law Group, PC appearing as counsel for Plaintiff
6 Keily Villeda, and Sagaser, Watkins & Wieland PC appearing for Defendants Sky Hotels, Inc. Modco
7 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel (collectively
8 “Defendants”). The Court, having carefully considered the briefs, argument of counsel and all the
9 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
10 Preliminary Approval of Class and PAGA Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
13 Claims and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct copy of
14 which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Settlement
15 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
16 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference all the provisions, terms, and definitions in the
18 Agreement, and all provisions, terms, and definitions therein shall have the same meaning in this Order
19 as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is Four Hundred Eighty-Five Thousand Dollars and Zero Cents (\$485,000.00)
22 pursuant to the time periods and payment schedule set forth in the Settlement Agreement. It appears to
23 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
24 as to all potential Class Members when balanced against the probable outcome of further litigation
25 relating to certification, liability, and damages issues. It further appears that investigation and research
26 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
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positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

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

5. The Agreement specifies for Attorneys' Fees awarded to Class Counsel in the amount of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated to be One Hundred Sixty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$161,666.67) **and** an award of Attorneys' Expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed Service Awards to the Class Representatives, Edward Gray, Jessica Muto, Tammy Lallier, Jonathan Harrison-Liam Olson II, and Keily Villeda, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each. While these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees, Attorneys' Expenses, or the Service Awards until the Final Approval Hearing. Class Counsel and the Class Representative will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

All non-exempt employees who are or previously were employed by Sky
Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh

1 Patel, Surekha Patel, and Mahesh Patel, and performed work in California
2 during the period from September 6, 2018 to February 10, 2024, unless the
3 period is modified by Defendants pursuant to Section III.,C.,2., of the
4 Agreement in the Defendants' sole discretion.

5 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
6 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
7 Members are ascertainable and so numerous that joinder of all members of the Class Members is
8 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
9 community of interest amongst the Class Members with respect to the subject matter of the litigation;
10 (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class
11 Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action
12 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
13 Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and
14 as the representatives of the Class Members.

15 8. The Court provisionally appoints plaintiffs Edward Gray, Jessica Muto, Tammy Lallier,
16 Jonathan Harrison-Liam Olson II, and Keily Villeda as the Class Representatives of the Class Members.

17 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, ZAKAY
18 LAW GROUP, APLC, BIBIYAN LAW GROUP, P.C., and MESSRELIAN LAW as Class Counsel for
19 the Class Members.

20 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
21 to the Agreement as **Exhibit "A"**. The Court finds that the Notice Packet appears to fully, and accurately
22 inform the Class Members of all material elements of the proposed Settlement, including Class
23 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
24 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
25 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
26 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
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1 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
2 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

3 11. The Court hereby appoints Apex Class Action LLC (“Apex”) as Settlement
4 Administrator. Within ten (10) business days of this order, Defendants shall provide, to the Settlement
5 Administrator, the Class Data for Class Members that Defendants will compile from their records that
6 will contain each Settlement Class Member’s full name; last known address; Social Security Number;
7 number of work weeks, and number of pay periods. No later than twenty-one (21) calendar days after
8 the entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified,
9 potential Class Members via first class U.S. Mail using the most current mailing address information
10 available.

11 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
12 Settlement of the Released Class Claims. Any Class Member may individually choose to opt out of and
13 be excluded from the Settlement of the Released Class Claims as provided in the Notice Packet by
14 following the instructions for requesting exclusion from the Settlement of the Released Class Claims
15 that are set forth in the Notice. All requests for exclusion must be postmarked or received by the
16 Response Deadline which is forty-five (45) calendar days after the date the Notice Packet is mailed to
17 the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after
18 the original Response Deadline. Any such person who chooses to opt out of and be excluded from the
19 Settlement of the Released Class Claims will not be entitled to an Individual Settlement Payment under
20 the Settlement and will not be bound by the class portion of the Settlement, or have any right to object,
21 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
22 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
23 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals
24 is not permitted and will be deemed invalid.

25 13. Any Class Member who has not opted out may appear at the final approval hearing and
26 may object or express the Class Member's views regarding the Settlement and may present evidence and
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1 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
2 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
3 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement
4 Administrator.

5 14. A final approval hearing shall be held before this Court on **May 1, 2026 at 8:30 a.m.**, in
6 Department 23 of the Stanislaus County Superior Court to determine all necessary matters concerning
7 the Settlement, including: whether the proposed settlement of the Action on the terms and conditions
8 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the
9 Court; whether an Order Granting Final Approval should be entered herein; whether the plan of
10 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class
11 Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Awards, the PAGA
12 Payment, and the Claims Administration Expenses. All papers in support of the motion for final
13 approval and the motion for Attorneys' Fees, Attorneys' Expenses and Enhancement Awards shall be
14 filed with the Court and served on all counsel by **April 9, 2026**.

15 15. Defendant shall provide Class List and Data Report to Apex by January 2, 2026;

16 16. Apex shall mail the Class Notice to Class Members by January 23, 2026;

17 17. Class Members shall have until March 10, 2026 to submit an Opt-Out Notice, Objections
18 or a dispute over their share of the settlement proceeds by March 10, 2026;

19 18. Class Counsel shall submit their Motion for Final Approval no later than April 9, 2026.

20 19. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
21 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence
22 of, or used against Defendants as, an admission or indication in any way, including with respect to any
23 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
24 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
25 Settlement, nor any exhibit, document, statement, proceeding, pleading, or conduct related to the
26 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
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1 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
2 including, but not limited to, evidence of a presumption, concession, indication or admission by
3 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

4 20. In the event the Settlement does not become effective in accordance with the terms of the
5 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
6 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
7 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
8 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
9 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
10 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

11 21. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
14

15
16 IT IS SO ORDERED.

17
18 Dated: January 22, 2026



JUDGE OF THE SUPERIOR COURT
MARIE S SILVEIRA, ASSIGNED JUDGE?

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

EDWARD GRAY and JESSICA MUTO,
individuals; on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

SKY HOTELS, INC., a California corporation;
MODCO 2, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No.: CV-22-004004

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

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 (hereafter, the “Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs EDWARD GRAY, JESSICA MUTO, TAMMY LALLIER, JONATHAN HARRISON-LIAM OLSON II, and KEILY VILLEDA (hereinafter “Plaintiffs”), individually, on behalf of themselves and on behalf of all persons similarly situated, and Defendants SKY HOTELS, INC., MODCO 2, LLC, CY3, LLC, J.R.P. HOSPITALITY, INC., NIMESH PATEL, SUREKHA PATEL, and MAHESH PATEL (hereinafter “Defendants”) (together referred to as the “Parties”, or individually referred to as a “Party”):

I. DEFINITIONS

- A. “Action” shall collectively mean the entire case, lawsuit, claims, allegations, and amendments entitled *Edward Gray, et al. v. Sky Hotels, Inc., et al.*, pending in Stanislaus County Superior Court as Case No. CV-22-004004, originally filed September 6, 2022 (the “Gray Action”), as well as the entirety of the cases, lawsuits, claims, allegations, and amendments in the cases entitled *Keily Villeda et al. v. Intercontinental Hotels Group Resources, LLC, et al.*; San Joaquin County Superior Court Case Nos. STK-CV-UOE-2022-0009028 and STK-CV-UOE-2023-0000814 (the “Villeda Actions”).
- B. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel, and performed work in California during the PAGA Period.
- C. “Aggrieved Employee Payment” means 25% of the PAGA Payment which will be allocated to the Aggrieved Employees as described herein.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred, up to a maximum of \$30,000.00.

- 1 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
2 Class Counsel for the services they have rendered to Plaintiffs and the Settlement
3 Class in the Action, currently not to exceed one-third of the Gross Settlement
4 Amount currently estimated to be \$161,666.67. Attorneys' fees will be divided
5 between Class Counsel as follows: 28.33% to JCL Law Firm, APC, 28.33% to Zakay
6 Law Group, APLC, 28.33% to Bibiyan Law Group, PC, and 15.01% to Messrelian
7 Law.
- 8 F. "Claims Administration Expenses" shall mean the amount paid to the Settlement
9 Administrator from the Gross Settlement Amount for administering the Settlement
10 pursuant to this Agreement, currently estimated not to exceed \$9,790.00.
- 11 G. "Class" or the "Class Members" means all non-exempt employees who are or
12 previously were employed by Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P.
13 Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel, and performed
14 work in California during the Class Period.
- 15 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
16 Shani Zakay of Zakay Law Group, APLC, David Bibiyan, Esq. of Bibiyan Law
17 Group, PC, and Harout Messrelian of Messrelian Law.
- 18 I. "Class Data" means information regarding Class Members that Defendants will
19 compile from its records and provide to the Settlement Administrator. It shall be
20 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's
21 full name, last known address, Social Security Number, number of work weeks, and
22 number of pay periods.
- 23 J. "Class Period" means the period from September 6, 2018 to February 10, 2024, unless
24 modified by Defendant pursuant to Section III., C., 2., of this Agreement in the
25 Defendants' sole discretion.
- 26 K. "Class Representatives" shall mean Edward Gray, Jessica Muto, Tammy Lallier,
27 Jonathan Harrison-Liam Olson II, and Keily Villeda.

- 1 L. "Court" means the Superior Court for the State of California, County of Stanislaus.
- 2 M. "Date of Last Installment Payment" shall mean the last date by which Defendants
- 3 have paid the entire Gross Settlement Amount to the Claims Administrator in
- 4 accordance with the following installment payment plan: (i) \$242,500.00, plus any
- 5 employer's share of payroll taxes on the wage portion of the Individual Settlement
- 6 Payments, shall be due sixty (60) calendar days after the Effective Date, and (ii)
- 7 \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective
- 8 Date.
- 9 N. "Defendants" shall mean Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P.
- 10 Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel.
- 11 O. "Effective Date" means the later of the following dates: (i) the date the Court enters
- 12 final judgment and no appeal, writ or other challenge to the finality of the judgment
- 13 has been filed; or (ii) five (5) days after the day when all appeals, writs or other
- 14 challenges to the final judgment have been resolved in a manner that affirms the
- 15 finality of the judgment and the time for the filing of any further appeals, writs or
- 16 other challenges has lapsed.
- 17 P. "Gross Settlement Amount" means Four Hundred Eighty-Five Thousand Dollars and
- 18 Zero Cents (\$485,000.00) that Defendants must pay in the following installments into
- 19 the QSF in connection with this Settlement and this Agreement: (i) \$242,500.00, plus
- 20 any employer's share of payroll taxes on the wage portion of the Individual Settlement
- 21 Payments, shall be due sixty (60) calendar days after the Effective Date, and (ii)
- 22 \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective
- 23 Date. The Gross Settlement Amount includes the Individual Settlement Payments,
- 24 Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service
- 25 Awards, and the PAGA Payment, but does not include the employer's share of payroll
- 26 tax, if any, on the wage portion of the Individual Settlement Payments.

- 1 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees and Attorneys' Expenses, Service Awards, PAGA Payment, and
6 Claims Administration Expenses.
- 7 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator, substantially in the form set forth as **Exhibit A** to this
9 Agreement.
- 10 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code §§ 2698 *et seq.*
- 12 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
13 that each Aggrieved Employee worked for Defendants divided by the sum total of the
14 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA
15 Period.
- 16 V. "PAGA Payment" shall mean Thirty Thousand Dollars (\$30,000.00) to be allocated
17 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
18 Employees and 75% of the payment going to the Labor and Workforce Development
19 Agency. The amount of the PAGA Payment is subject to Court approval pursuant to
20 California Labor Code section 2699(l). Any reallocation of the Gross Settlement
21 Amount to increase the PAGA Payment will not constitute grounds by either party to
22 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 23 W. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
24 Employee Payment, as defined herein, means the number of pay periods of
25 employment during the PAGA Period that each Aggrieved Employee worked for
26 Defendants in California.

- 1 X. "PAGA Period" means the period from July 1, 2021 to February 10, 2024, unless
2 modified by Defendant pursuant to Section III., C., 2., of this Agreement in the
3 Defendants' sole discretion.
- 4 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
5 by the sum total of Workweeks for all Class Members.
- 6 Z. "Plaintiffs" shall mean Edward Gray, Jessica Muto, Tammy Lallier, Jonathan
7 Harrison-Liam Olson II, and Keily Villeda.
- 8 AA. "QSF" means the Qualified Settlement Fund established, designated, and maintained
9 by the Settlement Administrator to fund the Gross Settlement Amount.
- 10 BB. "Released Parties" shall mean Defendants together with their present and former
11 parents, subsidiaries, affiliated and related entities, present and former owners,
12 boards, officers, directors, trustees, shareholders, members, managers, partners,
13 employees, agents, insurers, attorneys, representatives, heirs, executors,
14 administrators, successors and assigns.
- 15 CC. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
16 Administrator first mails Notice Packets to Class Members and the last date on which
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 DD. "Service Awards" mean an award in the amount of \$10,000.00 or in an amount that
19 the Court authorizes to be paid to each Class Representative, in addition to his or her
20 Individual Settlement Payment and his or her individual Aggrieved Employee
21 Payment, in recognition of his or her efforts and risks in assisting with the prosecution
22 of the Action.
- 23 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 24 FF. "Settlement Administrator" means Apex Class Action LLC.
- 25 GG. "Settlement Class Members" or "Settlement Class" means all Class Members who
26 have not submitted a timely and valid request for exclusion as provided in this
27 Agreement.

1 HH. “Workweeks,” or “Workweek” as used herein shall mean any seven (7) consecutive
2 days beginning on Sunday and ending on Saturday, in which a Class Member is
3 employed and received any form of compensation from Defendants.

4 **II. RECITALS**

5 A. On July 1, 2022, Plaintiffs Edward Gray and Jessica Muto filed a Notice of Violations
6 with the Labor and Workforce Development Agency (LWDA) pursuant to PAGA and
7 served the same on Defendants Sky Hotels, Inc. and Modco 2, LLC.

8 B. On September 6, 2022, Plaintiffs Edward Gray and Jessica Muto filed a class action,
9 the Gray Action, in Stanislaus County Superior Court, Case No. CV-22-004004,
10 alleging various claims and allegations, and including any amendments to the
11 complaint, all as more completely set forth in the Gray Action.

12 C. On September 30, 2022, Plaintiff Keily Villeda filed a Notice Letter of Violations
13 with the LWDA pursuant to PAGA and served the same on various parties including
14 Sky Hotels, Inc.

15 D. On October 5, 2022, Plaintiff Keily Villeda filed a complaint in San Joaquin County
16 Superior Court, Case No. STK-CV-UOE-2022-009028, for Class Action claims as a
17 part of the Villeda Actions.

18 E. On January 31, 2023, Plaintiff Keily Villeda filed a complaint in San Joaquin County
19 Superior Court, Case No. STK-CV-UOE-2023-000814, alleging PAGA
20 representative claims as a part of the Villeda Actions.

21 F. On May 24, 2023, Plaintiffs Edward Gray, Jessica Muto, Tammy Lallier, and
22 Jonathan Harrison-Liam Olson II filed an Amended Notice of Violations with the
23 Labor and Workforce Development Agency (LWDA) and served the same on
24 Defendants Sky Hotels, Inc., Modco 2, LLC, Surekha Patel, and Mahesh Patel.

25 G. On December 19, 2023, Plaintiff Keily Villeda filed an Amended Notice Letter of
26 Violations with the LWDA pursuant to PAGA and served the same on various parties
27

including Sky Hotels, J.R.P. Hospitality, Inc., CY3, LLC, MODCO 2, LLC, and Nimesh Patel.

H. The Class Representatives believe they have claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

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

J. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further

litigation. The Parties have agreed to settle the claims on the terms set forth in this Agreement.

K. On December 12, 2023, the parties participated in a mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. The mediation ultimately led to a settlement.

L. On or about April 2, 2024, Edward Gray filed a civil case and lawsuit in the Stanislaus County Superior Court entitled *Edward Gray et al. v. Sky Hotels, Inc., et al.*, Case No. CV-24-002520 (the “Gray Individual Action”).

M. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class Members have merit or that Defendants bear any liability to Plaintiffs or the Class Members on those claims or any other claims. Nothing in this Agreement is intended or will be construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit.

N. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm’s-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

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

III. TERMS OF AGREEMENT

A. Revised PAGA Notice and Amended Complaint: Subject to the review, revisions, changes, written approval from Defendants, Plaintiffs will submit a revised PAGA notice to the LWDA to add J.R.P. Hospitality, Inc., CY3, LLC, Nimesh Patel, Surekha

Patel, and Mahesh Patel as Defendants, and to include all claims and all allegations necessary to effectuate the release of all claims set forth in the releases described in sections III., C. through E., herein. Subject to the review, revisions, changes, and written approval from Defendants, Plaintiffs will also amend the operative complaint in the Action to add J.R.P. Hospitality, Inc., CY3, LLC, Nimesh Patel, Surekha Patel, and Mahesh Patel as Defendants, to include Keily Villeda, Tammy Lallier, and Jonathan Harrison-Liam Olson II as Plaintiffs, and to include all claims and all allegations necessary to effectuate the releases of all claims set forth in the release described in sections III., C. through E., herein. Defendants shall be provided with drafts of the revised PAGA notice and amended complaint in advance of any filings or submissions, and Defendants shall be provided an adequate and reasonable opportunity to comment, make changes, and make revisions to the revised PAGA notice and amended complaint before any filings or submissions. Plaintiffs can only file a revised PAGA notice and amended complaint with the prior written approval of Defendants. This section constitutes a material term of this Agreement, and should Defendants: (i) not be provided copies of a revised PAGA notice and an amended complaint in advance of any submissions or filings, and/or (ii) propose changes and/or revisions to the revised PAGA notice and to the amended complaint at any time that are not made by Plaintiffs, Defendants may, in their sole discretion, elect to invalidate this Agreement, and make this Agreement void *ab initio* and of no force or effect of any kind. Should Defendants make such an election, this Agreement shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. If this Agreement is invalidated and nullified by Defendants pursuant to this section, Plaintiffs are solely responsible for any costs and fees incurred by the Settlement Administrator. No preliminary approval motion of any kind will be filed by Plaintiffs without first filing and submitting an amended PAGA notice and an amended complaint in the Action, all of

which require the pre-approval in writing by Defendants as set forth herein.

B. Dismissal of Actions. Immediately upon the filing of the first amended complaint in the Gray Action, Keily Villeda shall dismiss, without prejudice, the Villeda Actions pending in San Joaquin County Superior Court, and cause the Villeda Actions to be fully dismissed without prejudice. Immediately upon the execution of this Agreement, Edward Gray shall file a Notice of Settlement in the Gray Individual Action. Immediately following the Court's final approval of the Settlement, Edward Gray shall dismiss, with prejudice, the Gray Individual Action, and cause the Gray Individual Action to be fully dismissed with prejudice.

C. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount in installment payments as set forth in this Agreement. The Parties agree that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes paid on the wage portion of the Individual Settlement Payments, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that at the time of mediation the Settlement Class was comprised of approximately 515 Class Members who collectively worked approximately 14,263 workweeks ("Projected Workweeks") during the Class Period. If the actual number of Workweeks worked by Class Members exceeds 14,263 Workweeks by ten percent (10%), meaning that the actual Workweeks worked by Class Members are more than 15,690 Workweeks, then Defendants shall have the option, in Defendants' sole discretion, to either: (i) establish the end date of the Class Period and PAGA Period as of the 14,263rd Workweek, which shall end the Class Period and the PAGA Period, or (ii) pay additional money for the additional release period

1 commensurate with the number of Workweeks that exceed 15,690
2 Workweeks at thirty two dollars and zero cents (\$32.00) per additional
3 Workweek.

4 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
5 into the QSF, through the Settlement Administrator by the dates and
6 installment plan set forth in this Agreement at Section I., P. Any interest
7 accrued will be added to the NSA and distributed to the Settlement Class
8 Members except that if final approval is reversed on appeal, then Defendants
9 are entitled to prompt return of the principal and all interest accrued.

10 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
11 payroll taxes on the wage portion of the Individual Settlement Payments is in
12 addition to the Gross Settlement Amount and shall be paid together with the
13 first installment payment of the portion of the Gross Settlement Amount, as
14 set forth in this Agreement at Section I., M.

15 D. Release by Settlement Class Members. Upon entry of final judgment and Defendants
16 fully funding the Gross Settlement Amount, in exchange for the consideration set forth in this
17 Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from
18 the Released Class Claims for the Class Period. The "Released Class Claims" shall mean
19 and include, but are not limited to all claims alleged by Plaintiffs in any complaints in the
20 Action, or which could have been alleged by Plaintiffs in any complaints in the Action by
21 reason of or in connection with any matter or fact set forth or referred to in the complaints,
22 which include claims for (i) unfair competition in violation of California Business &
23 Professions Code section 17200 et seq., (ii) failure to pay minimum wages in violation of
24 Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay overtime wages in
25 violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required meal periods
26 in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v) failure
27 to provide required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and

1 applicable wage order, (vi) failure to reimburse employees for required expenses in violation
2 of Cal. Labor Code sections 2802, (vii) failure to provide accurate itemized statements in
3 violation of Cal. Labor Code section 226, and (viii) failure to provide wages when due in
4 violation of Cal. Labor Code sections 201, 202, and 203, and which also include without
5 limitation any and all claims, debts, liabilities, demands, actions, or causes of action,
6 damages, interest, penalties, wages, and equitable relief arising from or relating to the
7 Released Class Claims during the Class Period as defined herein. Without limiting the
8 foregoing, the Released Class Claims shall also include claims for (i) failure to compensate
9 for all hours worked (California Industrial Welfare Commission Order 4-2001/5-2001,
10 California Code of Regulations Title 8 Section 11040/11050, and California Labor Code
11 section 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194,
12 1194.2, 1197), (iii) failure to pay overtime wages (California Industrial Welfare Commission
13 Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050,
14 California Labor Code section 510), (iv) failure to provide accurate itemized wage statements
15 (California Labor Code section 226), (v) failure to pay wages owed every pay period
16 (California Labor Code section 204), (vi) failure to pay wages when employment ends
17 (California Labor Code sections 201, 203), (vii) failure to provide rest breaks/rest periods,
18 (viii) failure to provide meal breaks/meal periods, (ix) failure to reimburse business expenses
19 and failure to indemnify, (x) waiting time penalties, (xi) violation of Cal. Labor Code section
20 227.3, (xii) failure to pay all wages due upon termination, (xiii) failure to timely pay wages
21 during employment, and (xiv) violation of Business & Professions Code section 17200 and
22 unfair competition, as well as claims for failure to provide unpaid wages, including but not
23 limited to failure to pay minimum wages, straight time compensation, overtime
24 compensation, and interest; failure to timely pay regular and preliminary wages; failure to
25 provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the
26 correct rate for any violation of meal, rest, and recovery period obligations; compensation
27 due by reason of a split shift; reporting time pay; sick time and sick pay claims; claims arising

1 from invalid meal period waivers and on-duty meal period waivers; payment for all hours
2 worked; wage statements and paystubs, including wage statements and paystubs furnished or
3 available in physical, electronic, or other forms; failure to keep accurate records; making
4 unlawful deductions; failing to reimburse business expenses; unfair business practices; any
5 and all related penalties, including recordkeeping penalties, wage statement penalties,
6 minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil
7 penalties associated with any of the foregoing. Such Released Class Claims shall also
8 include, but are not limited to those claims arising under California Labor Code sections 98,
9 98.6, 200, 201-204, 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224,
10 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5,
11 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510,
12 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198,
13 1198.5 1199, 1527, 2800, 2802, 2804, 2810.5, 2698 et seq., 2699 et seq., 3366, 3457, 6401,
14 6402, 6403, 6409.6, 6432, 8397.4, and/or those arising under the applicable Industrial
15 Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9,
16 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the
17 California Code of Regulations codifying the applicable Wage Order(s)], which may include
18 but are not limited to Wage Orders 1-2001, 7-2001, and/or 9-2001); 8 C.C.R. §3395;
19 California Business and Professions Code section 17200 et seq. (including, without
20 limitation, California Business and Professions Code sections 17200 through 17208, 16600,
21 16700); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil
22 Procedure sections 1021.5 and 1032; California Government Code section 12952, and any
23 related claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.). The
24 Parties intend that these releases be construed as broadly as possible to encompass all claims
25 alleged by Plaintiffs, or those which could have been alleged by Plaintiffs based on the factual
26 allegations in the operative complaint(s) in the Action. These releases exclude the release of
27 claims not permitted by law. This Agreement is the compromise of all possible disputed

claims related to wages and fully and finally settles all possible claims between the Parties regarding Plaintiffs' and Class Members' wages. The Parties warrant and represent that these releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Plaintiffs and Class Members through their last day of employment with Released Parties within the Class Period.

E. Release by the Aggrieved Employees. Upon entry of final judgment and Defendants fully funding the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the Aggrieved Employees, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. The "Released PAGA Claims" means and includes, but is not limited to, the PAGA cause of action (and any other claims and corresponding requests for relief) asserted by Plaintiffs on behalf of Plaintiffs and the Aggrieved Employees in the Action, namely all claims, rights, demands, liabilities, allegations, and causes of action arising from PAGA that were pled, alleged, or reasonably could have been alleged based on the facts asserted in any complaints in the Action and based on all Plaintiffs' PAGA notices filed and submitted in connection with this Action, violations of the PAGA (Labor Code sections 2698 et seq.), and any claims for PAGA penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197.1, 1198, and 2802. As a result of these releases, the Plaintiffs and Aggrieved Employees shall be precluded from bringing claims against Defendants in connection with PAGA and the Released PAGA Claims.

F. General Release by Plaintiffs. Upon entry of final judgment and Defendants fully funding the Gross Settlement Amount, for the consideration set forth in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims,

1 retaliation claims, statutory claims, personal injury claims, emotional distress claims,
2 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any
3 and all claims arising under any federal, state or other governmental statute, law, regulation
4 or ordinance, including, but not limited to claims for violation of the Fair Labor Standards
5 Act, the California Labor Code, the Wage Orders of California's Industrial Welfare
6 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
7 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
8 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act,
9 the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
10 Protection Act, California Business & Professions Code Section 17200 et seq., and any and
11 all claims arising under any federal, state or other governmental statute, law, regulation or
12 ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits that
13 Plaintiffs may have under California Civil Code § 1542, which provides as follows:

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

20 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
21 release and discharge of the Released Parties, Plaintiffs expressly acknowledge this
22 Settlement Agreement is intended to include in its effect, without limitation, all claims
23 Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this
24 Settlement Agreement, and that this Settlement Agreement extinguishes any such claims.
25 Plaintiffs warrant that Plaintiffs have read this Settlement Agreement, including this waiver
26 of California Civil Code section 1542, and that Plaintiffs have consulted with or had the
27 opportunity to consult with counsel of Plaintiffs' choosing about this Settlement Agreement

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

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

- 13 1. An amended PAGA notice and an amended complaint in the Action are filed
14 and submitted, with the prior written approval of Defendants, as set forth in
15 this Agreement, the Villeda Actions pending in San Joaquin County Superior
16 Court are dismissed without prejudice, and a Notice of Settlement is filed in
17 the Gray Individual Action;
- 18 2. The Court enters an order granting preliminary approval of the Settlement;
- 19 3. The Court enters an order granting final approval of the Settlement and issues
20 a final judgment;
- 21 4. The Effective Date occurs; and
- 22 5. Defendants fully fund the Gross Settlement Amount.

23 H. Nullification of Settlement Agreement. If this Settlement Agreement is not
24 preliminarily or finally approved by the Court, fails to become effective pursuant to
25 the terms of this Settlement Agreement, or is reversed, withdrawn or modified by the
26 Court, or in any way prevents or prohibits Defendants from obtaining a complete
27

1 resolution and the releases set forth in this Settlement Agreement, or if Defendants fail
2 to fully fund the Gross Settlement Amount:

- 3 1. This Settlement Agreement shall be invalid, void *ab initio* and of no force or
4 effect of any kind, and shall not be admissible in any judicial, administrative
5 or arbitral proceeding for any purpose or with respect to any issue, substantive
6 or procedural;
- 7 2. The conditional class certification shall be invalid, void *ab initio* and of no
8 force or effect of any kind, and shall not be admissible in any judicial,
9 administrative or arbitral proceeding for any purpose or with respect to any
10 issue, substantive or procedural;
- 11 3. None of the Parties to this Settlement Agreement will be deemed to have
12 waived any claims, objections, defenses or arguments in the Action, including
13 with respect to the issue of potential class certification; and
- 14 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
15 any curative notice to the Settlement Class Members and all Claims
16 Administration Expenses incurred to the date of nullification if the Agreement
17 is nullified due to Defendants' failure to fully fund the Gross Settlement
18 Amount. If the Agreement is invalidated and nullified due to Plaintiffs' failure
19 to comply with the terms and provision relating to an amended PAGA notice
20 and an amended complaint, Plaintiffs shall be responsible for the fees and
21 costs as set forth in that section. If the Agreement is nullified for any other
22 reason, Plaintiffs and Defendants shall equally bear the responsibility for any
23 cost to issue or reissue any curative notice to the Settlement Class Members
24 and all Claims Administration Expenses incurred to the date of nullification.

- 25 I. Certification of the Settlement Class. The Parties stipulate to conditional class
26 certification of the Class for the Class Period for purposes of settlement only. In the
27 event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendants from obtaining a complete resolution and the releases set forth in this
3 Settlement Agreement, the conditional class certification shall be invalid, void *ab*
4 *initio* and of no force or effect of any kind, and shall not be admissible in any judicial,
5 administrative or arbitral proceeding for any purpose or with respect to any issue,
6 substantive or procedural.

7 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments called for, and Class Members and/or Aggrieved Employees are
9 not relying on any statement or representation by the Parties in this regard. Class
10 Members and/or Aggrieved Employees understand and agree that they will be
11 responsible for the payment of any taxes and penalties assessed on the Individual
12 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
13 Employee Payment and will be solely responsible for any penalties or other obligations
14 resulting from their personal tax reporting of Individual Settlement Payments and/or
15 Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

16 K. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that:
17 (1) no provision of this Agreement, and no written communication or disclosure
18 between or among the Parties or their attorneys and other advisers, is or was intended
19 to be, nor shall any such communication or disclosure constitute or be construed or be
20 relied upon as, tax advice within the meaning of United States Treasury Department
21 circular 230 (31 CFR part 10, as amended); (2) each Party(a) has relied exclusively
22 upon his, her or its own, independent legal and tax counsel for advice (including tax
23 advice) in connection with this Agreement, (b) has not entered into this Agreement
24 based upon the recommendation of any other Party or any attorney or advisor to any
25 other Party, and (c) is not entitled to rely upon any communication or disclosure by
26 any attorney or adviser to any other party to avoid any tax penalty that may be imposed
27 on the acknowledging party, and (3) no attorney or adviser to any other Party has

1 imposed any limitation that protects the confidentiality of any such attorney's or
2 adviser's tax strategies (regardless of whether such limitation is legally binding) upon
3 disclosure by the acknowledging party of the tax treatment or tax structure of any
4 transaction, including any transaction contemplated by this Agreement.

5 L. Preliminary Approval Motion. After an amended PAGA notice and amended
6 complaint are filed and submitted as set forth in this Agreement, Plaintiffs shall file
7 with the Court a Motion for Order Granting Preliminary Approval and supporting
8 papers, which shall include this Settlement Agreement. Plaintiffs will provide
9 Defendants with a draft of the Motion and supporting papers at least 5 business days
10 prior to the filing of the Motion to give Defendants an opportunity to propose changes
11 or additions to the Motion.

12 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
13 establishing and administering the QSF; calculating, processing and mailing payments
14 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
15 mailing the Notice Packets to the Class Members as directed by the Court; receiving
16 and reporting the objections and requests for exclusion; calculating, deducting and
17 remitting all legally required taxes from Individual Settlement Payments and
18 distributing tax forms for the portions of the Individual Settlement Payments and/or
19 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
20 processing and mailing tax payments to the appropriate state and federal taxing
21 authorities; providing declaration(s) as necessary in support of preliminary and/or final
22 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
23 orders the Settlement Administrator to perform. The Settlement Administrator shall
24 keep the Parties timely apprised of the performance of all Settlement Administrator
25 responsibilities by among other things, sending a weekly status report to the Parties'
26 counsel stating the date of the mailing, the number of exclusions and objections
27 received.

1. Settlement Administrator's Secure Recordkeeping and File Maintenance. The Settlement Administrator shall secure and protect the Aggrieved Employees' and the Class Members' information from unauthorized access, use, deletion and modification including all information in the Class List. The Settlement Administrator (along with any of its agents, employees and representatives) shall represent, warrant and agree that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information of any Class Members and of any Aggrieved Employees, including without limitation the information contained in the Class List which it receives from Defendants (collectively referred to as the "PII"); (2) not disclose the PII to third parties, Plaintiffs, or Class Counsel, including without limitation their agents, consultants, experts, or subcontractors, without Defendants' written consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants and Defendants' Counsel with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants and Defendants' Counsel. The PII will otherwise remain confidential, and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendants' express written authorization, or by order of the Court.

N. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the

1 Class Members. The Class Data will be presumed to be correct unless a
2 particular Class Member proves otherwise to the Settlement Administrator by
3 credible written evidence. All Workweek disputes will be resolved and
4 decided by the Settlement Administrator, and the Settlement Administrator's
5 decision on all Workweek disputes is final and non-appealable.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as **Exhibit A**.

9 b) The Notice Packet's mailing envelope shall include the following
10 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
11 ENTITLED TO PARTICIPATE IN A CLASS ACTION
12 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
13 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
14 NOTICE."

15 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
16 Settlement Administrator will perform a search based on the National Change
17 of Address Database to update and correct any known or identifiable address
18 changes. No later than twenty-one (21) calendar days after preliminary
19 approval of the Settlement, the Settlement Administrator shall mail copies of
20 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
21 electronic mail. The Settlement Administrator shall exercise its best judgment
22 to determine the current mailing address for each Class Member. The address
23 identified by the Settlement Administrator as the current mailing address shall
24 be presumed to be the best mailing address for each Class Member.

25 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be
27 re-mailed to any forwarding address provided. If no forwarding address is

provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendants, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties

will confer in good faith to attempt to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written, signed and dated request for exclusion. The request for exclusion must state in substance that the Class Member has read the Notice Packet and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gray, et al. v. Sky Hotels, Inc., et al.*, currently pending in Superior Court of Stanislaus, Case No. CV-22-004004. The request for exclusion must contain the Class Member's name, address, signature, and the last four digits of his or her Social Security Number for verification purposes. The request for exclusion must be signed by the Class Member. No other person may opt out for a member of the Class. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Class Members who fail to make
2 objections in writing in the manner specified above may still make their
3 objections orally at the Final Approval/Settlement Fairness Hearing with the
4 Court's permission. Settlement Class Members will have a right to appear at
5 the Final Approval/Settlement Fairness Hearing to have their objections heard
6 by the Court regardless of whether they submitted a written objection. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Payment.

12 O. Allocation of the Gross Settlement Amount.

- 13 1. Calculation of Individual Settlement Payments. Individual Settlement
14 Payments shall be paid from the Net Settlement Amount and shall be paid
15 pursuant to the formula set forth herein. Using the Class Data, the Settlement
16 Administrator shall add up the total number of Workweeks for all Class
17 Members. The respective Workweeks for each Class Member will be divided
18 by the total Workweeks for all Class Members, resulting in the Payment Ratio
19 for each Class Member. Each Class Member's Payment Ratio will then be
20 multiplied by the Net Settlement Amount to calculate each Class Member's
21 estimated Individual Settlement Payments. Each Individual Settlement
22 Payment will be reduced by any legally mandated employee tax withholdings
23 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
24 Members who submit valid and timely requests for exclusion will be
25 redistributed to Settlement Class Members who do not submit valid and timely
26 requests for exclusion on a pro rata basis based on their respective Payment
27 Ratios.

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employee will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee’s Portion of the PAGA Payment, \$7,500.00 (25% of
9 \$30,000.00), to calculate each Aggrieved Employee’s estimated share of the
10 PAGA Payment.
- 11 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
12 Settlement Payments shall be allocated and treated as 10% wages (the “Wage
13 Portion”), 87.5% penalties and interest, and 2.5% reimbursements. The Wage
14 Portion of the Individual Settlement Payments shall be reported on IRS Form
15 W-2 and all remaining portions of the Individual Settlement Payments shall
16 be reported on IRS Form 1099 issued by the Settlement Administrator.
- 17 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
18 Employee Payments shall be allocated and treated as 100% penalties and shall
19 be reported on IRS Form 1099.
- 20 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
21 individual shares of the PAGA Payment made to Settlement Class Members
22 and/or Aggrieved Employees under this Settlement Agreement, as well as any
23 other payments made pursuant to this Settlement Agreement, will not be
24 utilized to calculate any additional benefits under any benefit plans to which
25 any Class Members and/or Aggrieved Employees may be eligible, including,
26 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
27 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 and/or Aggrieved Employees may be entitled under any benefit plans.

6. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs who are also entitled to Service Awards and nothing more, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the date of the first installment payment.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days,

1 all funds represented by such uncashed checks, plus any interest accrued
2 thereon, shall be paid to the Community Law Project, a Cy Pres, in accordance
3 with California Code of Civil Procedure section 384.

4 9. Service Awards. In addition to the Individual Settlement Payment as a
5 Settlement Class Member and his or her individual share of the Aggrieved
6 Employee Payment, Plaintiffs will apply to the Court for an award of not more
7 than \$10,000.00 each as the Service Awards. Defendants will not oppose
8 Service Awards of not more than \$10,000.00 for each Plaintiff. The
9 Settlement Administrator shall pay the Service Awards, either in the amount
10 stated herein if approved by the Court or some other amount as approved by
11 the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen
12 (15) calendar days after the Date of Last Installment Payment. Any portion
13 of the requested Service Awards that is not awarded to the Class
14 Representatives shall be part of the Net Settlement Amount and shall be
15 distributed to Settlement Class Members as provided in this Agreement. The
16 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
17 for his or her Service Awards. Plaintiffs shall be solely and legally responsible
18 to pay any and all applicable taxes on his or her Service Awards and shall hold
19 harmless the Released Parties from any claim or liability for taxes, penalties,
20 or interest arising as a result of the Service Awards. Approval of this
21 Settlement shall not be conditioned on Court approval of the requested amount
22 of the Service Awards. If the Court reduces or does not approve the requested
23 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
24 and it will remain binding.

25 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
26 Counsel will file a Motion for Attorneys' Fees not to exceed one-third of the
27 Gross Settlement Amount currently estimated to be \$161,666.67 *and*

Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Date of Last Installment Payment. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Thirty Thousand Dollars (\$30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$22,500.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the date of the first installment payment. Twenty-five percent (25%) of the PAGA Payment (\$7,500.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$9,790.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Date of Last Installment Payment.

P. Final Approval Motion. Class Counsel and Plaintiffs shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendants with a draft of the Motion and supporting documents at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

N. Defendants' Right to Terminate Settlement: Defendants shall have the right at their sole discretion to terminate the settlement if more than 10% of Class Members timely

elect to opt out of the settlement, as determined by the Settlement Administrator. Defendants must exercise their right to terminate the settlement within fourteen (14) calendar days from receipt of the final report from the Settlement Administrator. If Defendants exercise their right under this section, Defendants shall be solely liable for administrative costs incurred by the Settlement Administrator.

Q. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification motion hearing deadlines and trial dates, if any. The Parties will cooperate in staying any and all discovery deadlines.

P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment, or if not entered, the date this Agreement shall no longer be of any force or effect.

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

R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

S. Authorization to Enter into Settlement Agreement. The persons signing this Agreement on behalf of Defendants represent and warrant that he/she is authorized to sign this Agreement on behalf of Defendants. Each of the Plaintiffs represent and

warrant that he/she is authorized to sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

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

V. Counterparts. A facsimile signature, copy of an original signature, or electronic signature shall be considered as valid as an original for purposes of this Agreement. This Agreement may be executed in counterparts, and all copies so executed shall be binding upon the Parties, notwithstanding that the signatures of the Parties do not appear on the same page.

W. Headings. The descriptive headings of any paragraphs or sections of this Settlement Agreement including the capitalized terms therein are inserted for convenience only.

X. Waivers. The waiver of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, contemporaneous, or continuing.

Y. Non-Disparagement. The Plaintiffs agree that Plaintiffs will not disparage or criticize Defendants or their owners, shareholders, officers, directors, employees, agents, members, managers, and/or representatives.

Z. Indemnification. Plaintiffs and Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all Federal, State, and Local taxes and penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid his/her/their taxes associated with the payments set forth in this Settlement Agreement.

1 AA. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
2 Agreement shall be presented to a mediator for potential resolution with Plaintiffs and
3 Defendants splitting all mediation fees equally (i.e., Plaintiffs paying ½ of the
4 mediation fee, and Defendants paying ½ of the mediation fee).

5 BB. Severability. If one or more of the provisions contained in this Settlement Agreement
6 is deemed or held invalid, illegal, or unenforceable in any respect, then the invalid,
7 illegal, or unenforceable provisions shall be deemed stricken and the remaining
8 provisions shall remain valid. The Court shall attempt to construe the provisions valid
9 to the fullest extent possible consistent with applicable precedents so that all provisions
10 of this Agreement are valid and enforceable.

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

20 DD. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
21 Released Claims have merit and give rise to liability on the part of Defendants.
22 Defendants claimed and continue to claim that all of the claims released herein have
23 no merit and do not give rise to liability. This Agreement is a compromise of disputed
24 claims. Nothing contained in this Agreement, no documents referred to in connection
25 with this Agreement, and no actions taken to carry out this Agreement may be
26 construed or used as an admission by or against the Defendants, Plaintiffs, or Class
27 Counsel as to the merits or lack thereof of the claims asserted. The Parties' Settlement

and this Agreement are conditioned upon the Court's approval. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his/her own attorney's fees and costs.

EE. Confidentiality/Non-Publicity: Plaintiffs and Class Counsel will keep the complaints, PAGA letters and notices, and this Settlement Agreement confidential through preliminary approval. Thereafter, Plaintiffs and Class Counsel will further agree to keep this Settlement Agreement, complaints and the PAGA letters and notices confidential, including without limitation no disclosures to current or former employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members and the Settlement Administrator, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

IT IS SO AGREED BY PLAINTIFFS:

DATED: 08/08/2025

Edward M Gray
Edward M Gray (Aug 8, 2025 17:09:52 PDT)

Edward Gray

DATED: 08/08/2025

Jess Muto
Jessica Muto (Aug 8, 2025 13:56:26 PDT)

Jessica Muto

DATED: 08/08/2025

Tammy D Lallier
Tammy D Lallier (Aug 8, 2025 13:23:13 PDT)

Tammy Lallier

DATED: 08/08/2025

Jonathan Harrison-Liam Olson II
Jonathan Harrison-Liam Olson II (Aug 8, 2025 15:22:12 PDT)

Jonathan Harrison-Liam Olson II

DATED: 08/21/2025

Keily Villeda

Keily Villeda

1 IS SO AGREED BY DEFENDANTS:
2

3 DATED: 9-3-25

N. Patel

Sky Hotels, Inc.

Nick Patel

Printed Name

Manager

Title

9 DATED: 9-3-25

N. Patel

Modco 2, LLC

Nick Patel

Printed Name

Manager

Title

15 DATED: 9-3-25

N. Patel

J.R.P. Hospitality, Inc.

Nick Patel

Printed Name

Manager

Title

21 DATED: 9-3-25

N. Patel

CY3, LLC

Nick Patel

Printed Name

Manager

Title

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DATED: 9-3-25

N. Patel
Nimesh Patel

DATED: 9-3-25

Surekha Patel
Surekha Patel

DATED: 9-3-25

Mahesh Patel
Mahesh Patel

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EXHIBIT A

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

(Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior Court Case No. CV-22-004004)

**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 . If you are an Aggrieved Employee, you will still receive your PAGA Payment Share. 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 Stanislaus (the "Court") has been reached between Plaintiffs Edward Gray, Jessica Muto, Tammy Lallier, Jonathan Harrison-Liam Olson II, and Keily Villeda ("Plaintiffs") and Defendants Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel ("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.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendants Sky Hotels, Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel and performed work in California during the Class

Period.

The “Class Period” is the period from September 6, 2018 to [REDACTED].

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 September 6, 2022, Plaintiffs Edward Gray and Jessica Muto filed a Class Action Complaint in the Superior Court of the State of California, County of Stanislaus, as Case No. CV-22-004004, asserting various causes of action and allegations, as more specifically set forth in the Class Action Complaint itself. Collectively, the Class Action Complaint, any subsequent amendments to the Class Action Complaint, and all allegations and causes of action set forth in the complaints, shall all be referred to as the “Action.”

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

The Parties have recently reached a settlement of the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC, Bibiyan Law Group, PC, and Messrelian Law 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 Eighty-Five Thousand Dollars and Zero Cents (\$485,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

After the Effective Date, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator in two separate installments as follows: (i) \$242,500.00 shall be due sixty (60) calendar days after the Effective Date, plus any employer side payroll taxes on the wage portion of the Individual Settlement Payments, and (ii) \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective Date. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’ and/or Aggrieved Employees’ last known mailing address no later than fifteen (15) calendar days after the date of the first installment payment. The “Effective Date” means the later of the following dates: (i) the date the Court enters final judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or other

challenges to the final judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed.

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:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,790.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$161,666.67) and Attorneys' Expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions 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.
- Service Awards. Service Award of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$22,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,500.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses 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 ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees 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 Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Sky Hotels, Inc.,

Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and Mahesh Patel and performed work in California during the PAGA Period. The PAGA Period means the period from July 1, 2021 to [REDACTED].

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 Notice Packet. 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. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty seven and a half percent (87.5%) of each Individual Settlement Payment is allocated to interest and penalties, and two and a half percent (2.5%) is allocated to reimbursements. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the penalty, interest and reimbursement portions of the Individual Settlement Payments. In addition, PAGA Payments to the Aggrieved Employees are allocated 100% to penalties and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Aggrieved Employee 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 Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees 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 and/or Aggrieved Employees 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 and/or Aggrieved Employees 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 Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. The Released Class Claims means and includes, but is not limited to all claims alleged by Plaintiffs in any complaints in the Action, or which could have been alleged by Plaintiffs in any complaints in the Action by reason of or in connection with any matter or fact set forth or referred to in the operative complaint(s), which include claims for (i) unfair competition in violation of California Business & Professions Code

section 17200 et seq., (ii) failure to pay minimum wages in violation of Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay overtime wages in violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required meal periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v) failure to provide required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (vi) failure to reimburse employees for required expenses in violation of Cal. Labor Code sections 2802, (vii) failure to provide accurate itemized statements in violation of Cal. Labor Code section 226, and (viii) failure to provide wages when due in violation of Cal. Labor Code sections 201, 202, and 203, and which also include without limitation any and all claims, debts, liabilities, demands, actions, causes of action, damages, interest, penalties, wages, and equitable relief arising from or relating to the Released Class Claims during the Class Period, as defined herein. Without limiting the foregoing, the Released Class Claims shall also include claims for (i) failure to compensate for all hours worked (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, and California Labor Code section 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194, 1194.2, 1197), (iii) failure to pay overtime wages (California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, California Labor Code section 510), (iv) failure to provide accurate itemized wage statements (California Labor Code section 226), (v) failure to pay wages owed every pay period (California Labor Code section 204), (vi) failure to pay wages when employment ends (California Labor Code sections 201, 203), (vii) failure to provide rest breaks/rest periods, (viii) failure to provide meal breaks/meal periods, (ix) failure to reimburse business expenses and failure to indemnify, (x) waiting time penalties, (xi) violation of Cal. Labor Code section 227.3, (xii) failure to pay all wages due upon termination, (xiii) failure to timely pay wages during employment, and (xiv) violation of Business & Professions Code section 17200 and unfair competition, as well as claims for failure to provide unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, and interest; failure to timely pay regular and preliminary wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations; compensation due by reason of a split shift; reporting time pay; sick time and sick pay claims; claims arising from invalid meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; making unlawful deductions; failing to reimburse business expenses; unfair business practices; any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil penalties associated with any of the foregoing. Such Released Class Claims shall also include, but are not limited to those claims arising under California Labor Code sections 98, 98.6, 200, 201-204, 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198, 1198.5 1199, 1527, 2800, 2802, 2804, 2810.5, 2698 et seq., 2699 et seq., 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which may include but are not limited to Wage Orders 1-2001, 7-2001, and/or 9-2001); 8 C.C.R. § 3395; California Business and

1 Professions Code section 17200 et seq. (including, without limitation, California Business and
2 Professions Code §§ 17200 through 17208, 16600, 16700); the California Civil Code sections 3287,
3 3289, and 3294; California Code of Civil Procedure sections 1021.5 and 1032; California
4 Government Code section 12952, and any related claims under the Fair Labor Standards Act
5 (“FLSA”) (29 U.S.C. §§ 201, et seq.). The Parties intend that these releases be construed as broadly
6 as possible to encompass all claims alleged by Plaintiffs, or those which could have been alleged by
7 Plaintiffs based on the factual allegations in the operative complaint(s) in the Action. These releases
8 exclude the release of claims not permitted by law. This Agreement is the compromise of all possible
9 disputed claims related to wages and fully and finally settles all possible claims between the Parties
10 regarding Plaintiffs’ and Class Members’ wages. The Parties warrant and represent that these
11 releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including
12 but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute
13 regarding any and all wages, if any, owed to Plaintiffs and Class Members through their last day of
14 employment with Released Parties within the Class Period.

15 Released PAGA Claims. Upon funding in full of the Gross Settlement Amount by Defendants, all
16 Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-
17 out of the class settlement and will be bound by this PAGA Release (the “PAGA Release”). The
18 “Released PAGA Claims” means and includes, but is not limited to, the PAGA cause of action (and
19 any other claims and corresponding requests for relief) asserted by Plaintiffs on behalf of Plaintiffs
20 and the Aggrieved Employees in the Action, namely all claims, rights, demands, liabilities,
21 allegations, and causes of action arising from PAGA that were pled, alleged, or reasonably could
22 have been alleged based on the facts asserted in any complaints in the Action and based on all
23 Plaintiffs’ PAGA notices filed and submitted in connection with this Action, violations of the PAGA
24 (Labor Code sections 2698 et seq.), and any claims for PAGA penalties under California Labor Code
25 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197.1,
26 1198, and 2802. As a result of these releases, the Plaintiffs and Aggrieved Employees shall be
27 precluded from bringing claims against Defendants in connection with PAGA and the Released
28 PAGA Claims.

18 This means that, if you do not timely and formally exclude yourself from the settlement, you cannot
19 sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved
20 by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and
21 legally bind you. Irrespective of whether you exclude yourself from the Settlement, you will be
22 bound by the PAGA Release if you are an Aggrieved Employee, you will be deemed to have released
23 the Released PAGA Claims, and you will receive a share of the PAGA Payment.

24 5. How much will my payment be?

25 Defendants’ records reflect that you have << >> Workweeks worked during the Class
26 Period (September 6, 2018 to <>).

27 Based on this information, your estimated Settlement Share is << >>.

28 Defendants’ records reflect that you have << >> pay periods worked during the PAGA
Period (July 1, 2021 to <>).

1
2 **Based on this information, your estimated PAGA Payment Share is << >>.**

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

6 **6. How can I get a payment?**

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

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

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

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

23 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed
24 and dated request for exclusion postmarked no later than . The address for the
25 Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700.
26 The request for exclusion must state in substance that the Class Member has read the Class Notice
27 and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gray,*
28 *et al. v. Sky Hotels, Inc., et al.*, currently pending in Superior Court of Stanislaus, Case No. CV-22-
004004. 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.

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

2 Any Class Member who has not opted out and believes that the Settlement should not be
3 finally approved by the Court for any reason, may object to the proposed Settlement. Objections
4 may be in writing and state the Class Member's name, current address, telephone number, and
5 describe why you believe the Settlement is unfair and whether you intend to appear at the final
6 approval hearing. All written objections or other correspondence must also state the name and
7 number of the case, which is *Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior
Court Case No. CV-22-004004*. You may also object without submitting a written objection by
8 appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

16 The addresses for the Parties' counsel are as follows:

17 **Class Counsel:**

18 Jean-Claude Lapuyade, Esq.
19 JCL Law Firm, APC
20 5440 Morehouse Drive, Suite 3600
21 San Diego, CA 92121
22 Tel.: (619) 599-8292
23 E-Mail: jlapuyade@jcl-lawfirm.com

24 **Counsel for Defendants:**

25 Ian B. Wieland, Esq.
26 Paul M. Parvanian, Esq.
27 Sagaser, Watkins & Wieland, PC
28 5260 North Palm Avenue, Suite 400
Fresno, CA 93704
Tel: (559) 421-7000
Fax: (559) 473-1483
E-Mail: ian@sw2law.com
paulp@sw2law.com

29 **Class Counsel:**

30 Shani O. Zakay, Esq.
31 Zakay Law Group, APLC
32 5440 Morehouse Drive, Suite 3600
33 San Diego, CA 92121
34 Tel: (619) 599-8292
35 Email: shani@zakaylaw.com

36 **Class Counsel:**

37 David D. Bibiyan, Esq.
38 Bibiyan Law Group, PC
39 1460 Westwood Boulevard

Los Angeles, CA 90024
Tel : (310) 438-5555
Email : david@tomorrowlaw.com

Class Counsel:

Harout Messrelian
Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, California, 91203
Tel: (818) 484-6531
Fax: (818) 956-1983
Email: hm@messrelianlaw.com

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

The Court will hold a Final Approval Hearing at _____ on _____, at the Stanislaus County Superior Court, Department 23, located at 801 10th Street, Modesto, CA 95354 before Judge John D. Freeland. 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 *Gray, et al. v. Sky Hotels, Inc., et al., Stanislaus County Superior Court Case No. CV-22-004004*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action, LLC.

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 www.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 Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT C

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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EXHIBIT D

Jennifer Heming

From: no-reply@formassembly.com
Sent: Thursday, October 2, 2025 3:36 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

10/02/2025 03:34:11 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/02/2025 03:34:11 PM your Proposed Settlement was successfully processed for case number LWDA-CM-892520-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Ca3a6c3cff0dc48e5822b08de02040306%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638950413429311773%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlIsIkFOIjoiTWFpbCIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Jwa3GyMuw318HpnwH5hOFf1EU3rgrms7ZVA6%2Ff2NHbA%3D&reserved=0

EXHIBIT E