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

LETICIA LIMON, individually, and on behalf  
of other members of the general public similarly  
situated,

Plaintiff,

vs.

CRESTLINE HOTELS & RESORTS, LLC, a  
Delaware limited liability company; BARCELO  
CRESTLINE CORPORATION, a Maryland  
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV37266

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

## AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Leticia Limon (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant Crestline Hotels & Resorts, LLC (“Defendant”) (collectively with Plaintiff, the “Parties”).

### DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Leticia Limon v. Crestline Hotels & Resorts, LLC*, No. 20STCV37266 (Los Angeles County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation and research costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$366,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address, email address (if available), and telephone number; Social Security number; dates of employment; and

1 the respective number of Workweeks that each Class Member worked during the Class Period and  
2 PAGA Period.

3 5. "Class Member(s)" or "Settlement Class" means all persons who were employed in  
4 non-exempt positions at one of Crestline Hotels & Resorts LLC's California managed hotels at any time  
5 from September 17, 2016 through Preliminary Approval.

6 6. "Class Period" means the period from September 17, 2016 through Preliminary  
7 Approval.

8 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff  
9 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her  
10 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and  
11 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class  
12 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).

13 8. "Court" means the Los Angeles County Superior Court.

14 9. "Defendant" means Defendant Crestline Hotels & Resorts, LLC. Plaintiff's counsel  
15 agrees to seek dismissal without prejudice of improperly named defendant Barcelo Crestline Corporation  
16 before this Settlement Agreement is executed.

17 10. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn  
18 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to  
19 the Settlement, the Effective Date shall be the sixty-fifth (65th) calendar day after the date of Final  
20 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an  
21 objector, then the Effective Date will be the twentieth (20th) calendar day following final resolution of  
22 that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial  
23 approval of the Settlement.

24 11. "Final Approval" means the date on which the Court enters an order granting final  
25 approval of the Settlement Agreement.

26 12. "Funding Date" means the date on which Defendant fully funds the Gross Settlement  
27 Amount. At the latest, the Funding Date is the tenth (10) business days after the Effective Date.

28 13. "Gross Settlement Amount" means the Gross Settlement Amount of One Million One

1 Hundred Thousand Dollars (\$1,100,000), to be paid by Defendant in full satisfaction of all Released  
2 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments to  
3 Participating Class Members, Attorneys' Fees and Costs, the Class Representative Enhancement  
4 Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement  
5 Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon  
6 settlement value of individual claims. In no event will Defendant be liable for more than the Gross  
7 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the  
8 Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer  
9 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall  
10 not be paid from the Gross Settlement Amount.

11 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA  
12 Member's respective shares of the Net Settlement Fund and PAGA Fund.

13 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining  
14 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the  
15 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be  
16 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to  
17 Defendant.

18 16. "Notice of Objection" means a Class Member's valid and timely written objection to the  
19 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full  
20 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection  
21 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other  
22 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear  
23 at the final fairness hearing. To object to the Settlement Agreement, a Class Member may either  
24 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
25 Deadline, or appear in person at the Final Approval Hearing.

26 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form  
27 attached as Exhibit A.

28 18. "PAGA Members" means all persons who were employed in non-exempt positions at

one of Crestline Hotels & Resorts LLC's California managed hotels at any time from October 2, 2019 through Preliminary Approval.

19. "PAGA Period" means the period from October 2, 2019 through Preliminary Approval.

20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Sixty Thousand Dollars (\$60,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty Five Thousand Dollars (\$45,000), of the PAGA Settlement Amount will be paid to the LWDA ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000), of the PAGA Settlement will be disbursed to PAGA Members, regardless whether they request to be excluded from the Settlement Class.

21. "Parties" means Plaintiff and Defendant collectively.

22. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

23. "Plaintiff" means Plaintiff Leticia Limon.

24. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

25. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action, arising from, or reasonably related to, the same set of operative facts as those set forth in the operative first amended complaint accruing during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest period violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination, including vested vacation wages; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations; (vii) all claims for the failure to provide one day of rest in seven; (viii) all claims for the failure to reimburse for necessary business expenses, including mandatory physical examinations or drug testing; and (ix) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* based on the preceding claims.

1           26.     “Released PAGA Claims” means all claims, rights, demands, liabilities, and causes of  
2     action for PAGA civil penalties accruing during the PAGA Period that were or reasonably could have  
3     been pleaded based on the factual allegations set forth in the operative first amended Complaint and any  
4     PAGA Letters submitted to the LWDA by Plaintiff, including: (i) all claims for unpaid overtime; (ii) all  
5     claims for meal and rest period violations; (iii) all claims for unpaid minimum wages; (iv) all claims for  
6     the failure to timely pay wages upon termination, including vested vacation wages; (v) all claims for the  
7     failure to timely pay wages during employment; (vi) all claims for wage statement violations; (vii) all  
8     claims for the failure to provide one day of rest in seven; (viii) all claims relating to suitable seating; (ix)  
9     all claims for the failure to reimburse for necessary business expenses, including mandatory physical  
10    examinations or drug testing; and (x) all claims for failure to provide notice of material terms of  
11    employment.

12           27.     “Released Parties” means Defendant and its past, present and future parents (including  
13    but not limited to Barcelo Crestline Corporation), subsidiaries, affiliates, predecessors, successors, or  
14    joint employers and each of the foregoing entities’ respective agents, principals, clients, employees,  
15    officers, directors, shareholders, licensors, insurers, assigns, and attorneys.

16           28.     “Request for Exclusion” means a timely letter submitted by a Class Member indicating a  
17    request to be excluded from the Settlement Class. The Request for Exclusion must: (i) set forth the name,  
18    address, telephone number and last four digits of the Social Security Number of the Class Member  
19    requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement  
20    Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;  
21    and (v) be faxed or postmarked on or before the Response Deadline.

22           29.     “Response Deadline” means the deadline by which Class Members must postmark or  
23    fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
24    calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
25    Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of  
26    the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a  
27    Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which  
28    the U.S. Postal Service is open.

30. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 900 Class Members, the Settlement Administration Costs are currently estimated to be Fifteen Thousand Dollars (\$15,000).

31. “Settlement Administrator” means CPT Group, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. “Workweeks” means the number of weeks of active employment for each Class Member during the Class Period, subtracting weeks with no days worked (such as days on leave of absence, furlough, or other unpaid time off, if any). All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

#### **TERMS OF AGREEMENT**

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

33. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of One Million One Hundred Thousand Dollars (\$1,100,000) into an interest-bearing Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the Gross Settlement

Amount and the employer's share of payroll taxes within ten (10) business days after the Effective Date.

34. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$366,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert fees, investigations and research costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount.

35. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Sixty Thousand Dollars (\$60,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-Five Thousand Dollars (\$45,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

38. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a



1 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no  
2 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be  
3 bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether  
4 they cash any payment received as a result of this Settlement. The Parties also agree that no PAGA  
5 Member has the right to object to the terms of the Settlement Agreement.

6 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
7 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

8 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No  
9 portion of the PAGA Fund will revert to or be retained by Defendant.

10 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
11 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of  
12 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of  
13 Individual Settlement Payments will be made as follows:

14 41(a) Payments from the Net Settlement Fund. Defendant will calculate the total  
15 number of Workweeks worked by each Class Member during the Class  
16 Period and the aggregate total number of Workweeks worked by all Class  
17 Members during the Class Period. To determine each Class Member's  
18 estimated "Individual Settlement Payment" from the Net Settlement Fund,  
19 the Settlement Administrator will use the following formula: The Net  
20 Settlement Fund will be divided by the aggregate total number of  
21 Workweeks, resulting in the "Workweek Value." Each Class Member's  
22 "Individual Settlement Payment" will be calculated by multiplying each  
23 individual Class Member's total number of Workweeks by the Workweek  
24 Value. The Individual Settlement Payment will be reduced by any required  
25 deductions for each Participating Class Member as specifically set forth  
26 herein, including employee-side tax withholdings or deductions. The entire  
27 Net Settlement Fund will be disbursed to all Class Members who do not  
28 submit timely and valid Requests for Exclusion. If there are any valid and

1                   timely Requests for Exclusion, the Settlement Administrator shall  
2                   proportionately increase the Individual Settlement Payment for each  
3                   Participating Class Member according to the number of Workweeks  
4                   worked, so that the amount actually distributed to the Settlement Class  
5                   equals 100% of the Net Settlement Fund.

6                   41(b)   Payments from the PAGA Fund. Defendant will calculate the total number  
7                   of Workweeks worked by each PAGA Member during the PAGA Period  
8                   and the aggregate total number of Workweeks worked by all PAGA  
9                   Members during the PAGA Period. To determine each PAGA Member's  
10                  estimated "Individual Settlement Payment," the Settlement Administrator  
11                  will use the following formula: The PAGA Fund will be divided by the  
12                  aggregate total number of Workweeks, resulting in the "PAGA Workweek  
13                  Value." Each PAGA Member's "Individual Settlement Payment" will be  
14                  calculated by multiplying each individual PAGA Member's total number of  
15                  Workweeks by the PAGA Workweek Value. The Individual Settlement  
16                  Payment will be reduced by any required deductions for each Participating  
17                  PAGA Member as specifically set forth herein, including employee-side tax  
18                  withholdings or deductions. The entire PAGA Fund will be disbursed to all  
19                  PAGA Members.

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

27                43.   Administration Process. The Parties agree to cooperate in the administration of the  
28                settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in

1 administration of the Settlement.

2 44. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval,  
3 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

4 45. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days of Preliminary  
5 Approval, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-  
6 Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

7 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
8 Administrator will perform a search based on the National Change of Address Database for information  
9 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the  
10 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
11 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
12 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is  
13 provided, the Settlement Administrator will promptly attempt to determine the correct address using a  
14 skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
15 involved, and will then perform a single re-mailing within ten (10) calendar days. Those Class Members  
16 who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an  
17 additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a  
18 Request for Exclusion or an objection to the Settlement.

19 47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
20 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's  
21 principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of  
22 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class  
23 Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual  
24 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which  
25 comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion  
26 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request  
27 for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

28 48. Disputed Information on Notice Packets. Class Members will have an opportunity to

1 dispute the information provided in their Notice Packets. To the extent Class Members dispute their  
2 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
3 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will  
4 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will  
5 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of  
6 the dispute. All disputes must be submitted by the Response Deadline, and will be decided within ten  
7 (10) business days after the Response Deadline.

8 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
9 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
10 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
11 receiving the defective submission to advise the Class Member that his or her submission is defective  
12 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
13 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,  
14 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
15 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

16 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
17 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
18 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
19 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
20 for Exclusion has been timely submitted.

21 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
22 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
23 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class  
24 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the  
25 Settlement.

26 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such  
27 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
28 together and individually, on their behalf and on behalf of their respective heirs, executors,

1 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
2 Parties, or any of them, from each of the Released Class Claims during the Class Period.

3 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or  
4 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,  
5 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,  
6 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the  
7 Released PAGA Claims during the PAGA Period.

8 54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to  
9 void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or  
10 more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in  
11 writing to Class Counsel within thirty (30) calendar days after the Response Deadline. If the option to  
12 rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs  
13 incurred through the date of rescission.

14 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may  
15 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
16 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by  
17 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be  
18 deemed to have waived all objections to the Settlement and will be foreclosed from making any  
19 objections, whether by appeal or otherwise, to the Settlement Agreement. have a right to appear at the  
20 Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the  
21 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
22 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class  
23 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a  
24 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for  
25 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the  
26 Class Member shall not participate in or be bound by the Settlement.

27 56. Certification Reports Regarding Individual Settlement Payment Calculations. The  
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that

certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

57. Distribution Timing of Individual Settlement Payments. Within five (5) calendar days after the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division.

59. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; (ii) Sixty-Five Percent (65%) will be treated as penalties for which IRS Forms 1099-MISC will be issued; and (iii) Twenty Percent (20%) will be treated as prejudgment interest for which IRS Forms 1099-MISC will be issued.

61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

62. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on

1 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this  
2 regard.

3 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
4 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
5 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
6 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
7 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
8 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
9 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED  
10 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
11 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
12 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
13 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
14 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
15 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
16 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
17 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
18 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
19 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
20 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
21 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER  
22 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
24 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
25 AGREEMENT.

26 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
27 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of

1 action or right herein released and discharged.

2 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally  
3 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other  
4 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
5 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
6 likewise be treated as void from the beginning.

7 66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request  
8 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order  
9 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary  
10 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The  
11 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as  
12 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this  
13 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed  
14 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting  
15 all documents necessary to obtain preliminary approval.

16 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
17 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
18 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
19 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)  
20 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor  
21 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final  
22 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class  
23 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel  
24 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final  
25 approval hearing.

26 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
27 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
28 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of



1 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
2 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or  
3 as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement  
4 Administrator's website.

5 69. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by  
6 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the  
7 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not  
8 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this  
9 Settlement Agreement. Plaintiff expressly waives any and all rights and benefits conferred upon her by  
10 the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which  
11 are as follows:

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

18 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
19 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
20 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

21 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
23 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
24 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
25 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
26 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
27 contradict the terms of this Settlement Agreement.

28 72. Amendment or Modification. No amendment, change, or modification to this Settlement

1 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

2 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
7 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
8 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
10 may seek the assistance of the Court or mediator Jeff Ross to resolve such disagreement.

11 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
14 will be governed by and interpreted according to the laws of the State of California.

15 76. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
16 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
17 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
18 copies of the signature page, will be deemed to be one and the same instrument.

19 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
20 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
21 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
22 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
23 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
24 fairness and reasonableness of this Settlement.

25 78. Invalidity of Any Provision. Before declaring any provision of this Settlement  
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
28 valid and enforceable.

1           79.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
2 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may  
3 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,  
4 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

5           80.     Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
6 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
7 approved, the stipulation to certification will be void. The Parties further agree that certification for  
8 purposes of the Settlement is not an admission that class action certification is proper under the standards  
9 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
10 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant  
11 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

12           81.     Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
14 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any  
15 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
16 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
17 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
18 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
19 of the negotiations connected with it, will be construed as an admission or concession by Defendant of  
20 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
21 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
22 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
23 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-  
24 compliance with, federal, state, local or other applicable law.

25           82.     No Public Comment: The Parties and their counsel agree that they will not issue any  
26 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
27 communication with the press about the fact, amount or terms of the Settlement. Plaintiff and Class  
28 Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement

1 or advertise or market any of the terms of the Settlement through written, recorded or electronic  
2 communications. Plaintiff and Class Counsel further agree that if contacted about this case, they will  
3 state only that the Action exists and has been resolved. This provision does not prohibit Class Counsel  
4 from communicating with Class Members, provided, however, that Plaintiff's Counsel agrees not to  
5 encourage any Class Members to publicize or make any public commentary about the settlement either.

6 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
7 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
8 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

9 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
10 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
11 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
12 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
13 expert witness fees incurred in connection with any enforcement actions.

14 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
16 more strictly against one party than another merely by virtue of the fact that it may have been prepared  
17 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
18 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

19 86. Representation By Counsel. The Parties acknowledge that they have been represented  
20 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
21 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,  
22 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

23 87. All Terms Subject to Final Court Approval. All amounts and procedures described in  
24 this Settlement Agreement herein will be subject to final Court approval.

25 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
26 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
27 Settlement Agreement.

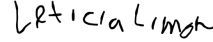
28 89. Binding Agreement. The Parties warrant that they understand and have full authority to

enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

### READ CAREFULLY BEFORE SIGNING

#### PLAINTIFF

Dated: 4/7/2022

DocuSigned by:  
  
 45D834EQ27FD4C7...  
 Leticia Limon

#### DEFENDANT CRESTLINE HOTELS & RESORTS, LLC

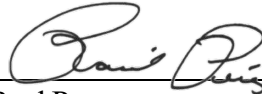
Dated: \_\_\_\_\_

\_\_\_\_\_  
 Monica Bernstein  
 Senior Vice President & General Counsel  
 Crestline Hotels & Resorts, LLC

### APPROVED AS TO FORM

#### CAPSTONE LAW APC

Dated: 4/7/2022

By:   
 Raul Perez

Attorneys for Plaintiff Leticia Limon

#### FOX ROTHSCHILD LLP

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

By: \_\_\_\_\_  
 Nancy Yaffe

Attorneys for Defendant Crestline  
 Hotels & Resorts, LLC

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enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

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

\_\_\_\_\_  
Leticia Limon

**DEFENDANT CRESTLINE HOTELS & RESORTS, LLC**

Dated: April 12, 2022  
\_\_\_\_\_

*Monica L. Bernstein*  
\_\_\_\_\_

Monica Bernstein  
Senior Vice President & General Counsel  
Crestline Hotels & Resorts, LLC

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

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

By: \_\_\_\_\_  
Raul Perez

Attorneys for Plaintiff Leticia Limon

**FOX ROTHSCHILD LLP**

Dated: April 12, 2022  
\_\_\_\_\_

*Nancy Yaffe*  
By: \_\_\_\_\_

Nancy Yaffe

Attorneys for Defendant Crestline  
Hotels & Resorts, LLC

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# Exhibit A

*Leticia Limon v. Crestline Hotels & Resorts, LLC*, No. 20STCV37266  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully.*  
*Si desea una traducción al Español de este Aviso, por favor llame al administrador al [Phone Number]*

To: All persons who were employed in non-exempt positions at one of Crestline Hotels & Resorts LLC's California-managed hotels at any time from September 17, 2016 through [date Preliminary Approval] ("Class Members").

All persons who were employed in non-exempt positions at one of Crestline Hotels & Resorts LLC's California-managed hotels at any time from October 2, 2019 through [date Preliminary Approval] ("PAGA Members").

On \_\_\_\_\_, the Honorable Kenneth R. Freeman of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because the records of Defendant Crestline Hotels & Resorts, LLC ("Defendant") indicate that you are a Class Member, and are therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_\_:00 \_\_.m. on \_\_\_\_\_, 2022 in Department 14 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect ([www.lacourt.org/lacc/](http://www.lacourt.org/lacc/)). A prescheduled appointment is currently necessary to review any documents in the clerk's office.

Please note that face masks and/or facial coverings are required and mandatory at all times to enter any courthouse or courtroom and must be worn covering the nose and mouth. This policy applies to attorneys, parties, witnesses, court staff, Judges, Commissioners, vendors and the general public. The only exceptions to this policy will be for a documented medical condition or excuse, or an ADA accommodation approved by the Court. If an exception is granted, admittance into the courthouse may be restricted to a specific time of day. If necessary, the time allotted for any granted exception may require the individual to wait until later in the day or schedule an appointment for admittance. Visit [http://www.lacourt.org/pdf/recovery\\_social\\_distancing.pdf](http://www.lacourt.org/pdf/recovery_social_distancing.pdf) for more information about the Court's social distancing protocol.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move from your current residence, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

### **Summary of the Litigation**

Plaintiff Leticia Limon, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks, and pay the required meal and rest premium for missed or late breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; (5) provide one day of rest in seven; (6) reimburse employees for all necessary business expenses; and (7) provide suitable seating.



After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to formally resolve the claims in the case. On July 6, 2021, the parties participated in a mediation with Mr. Jeffrey Ross, Esq., an experienced and well-respected class action mediator. With Mr. Ross' guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continue to deny the factual and legal allegations in the case and believe there are valid defenses to Plaintiff's claims. By agreeing to settle, Defendant are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff to avoid the time, expense, and uncertainty of litigation.

### **Summary of the Proposed Settlement Terms**

Plaintiff and Defendant has agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,100,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Leticia Limon for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$366,667 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$60,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$45,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$15,000 payment ("PAGA Fund") to Class Members who worked during the period from October 2, 2019 through [date of Preliminary Approval] ("PAGA Employees"); and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the above payments, a total of approximately \$\_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Employees will receive a proportional share of the \$15,000 PAGA Fund regardless of whether they opt out of the Settlement Class.

**Payments from Net Settlement Fund.** Defendant will calculate the total number of Workweeks worked by each Class Member from September 17, 2016 through Preliminary Approval ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$\_\_\_\_\_.

**Payments from PAGA Fund.** Defendant will calculate the total number of Workweeks worked by each PAGA Employee from October 2, 2019 through [date of Preliminary Approval] ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Employees during the PAGA Period. To determine each PAGA Employee's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

Fund will be divided by the aggregate total number of Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA Employee’s share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Employee’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Employee will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ \_\_\_\_.

**Your Estimated Payment:** Based on the above, your estimated payment from the settlement is approximately \$ \_\_\_\_\_. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and 85% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – Automatically Receive a Payment from the Settlement**

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

**Released Class Claims:** All claims, rights, demands, liabilities, and causes of action, arising from, or reasonably related to, the same set of operative facts as those set forth in the operative first amended complaint accruing during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest period violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination, including vested vacation wages; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations; (vii) all claims for the failure to provide one day of rest in seven; (viii) all claims for the failure to reimburse for necessary business expenses, including mandatory physical examinations or drug testing; and (ix) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* based on the preceding claims.

**Released PAGA Claims:** All claims, rights, demands, liabilities, and causes of action for PAGA civil penalties accruing during the PAGA Period that were or reasonably could have been pleaded based on the factual

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

allegations set forth in the operative Complaint and any PAGA Letters submitted to the LWDA by Plaintiff, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest period violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination, including vested vacation wages; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations; (vii) all claims for the failure to provide one day of rest in seven; (viii) all claims relating to suitable seating; (ix) all claims for the failure to reimburse for necessary business expenses, including mandatory physical examinations or drug testing; and (x) all claims for failure to provide notice of material terms of employment.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o \_\_\_\_\_  
\_\_\_\_\_

The Request for Exclusion must be postmarked or faxed not later than \_\_\_\_\_, 2022. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- You will, however, release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

### **Option 3 – Object to the Settlement**

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address]. Note that PAGA Members may not object to that portion of the settlement covering the Released PAGA Claims.

All written objections must be received by the administrator by not later than \_\_\_\_\_ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

**Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez

**Capstone Law APC**

1875 Century Park E., Suite 1000

Los Angeles, CA 90067

Phone: 1 (888) 426-6606

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

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**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***