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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 DORIS NETTLES and LAVINA BOYKIN ) **Case No. 19STCV00975**  
14 individually, and on behalf of all persons ) Assigned for All Purposes to  
15 similarly situated, ) Honorable Carolyn B. Kuhl  
16 Plaintiff, ) Dept. 12 Spring Street Courthouse  
17 vs. ) )  
18 OLYMPIC HOTEL LLC, JAMES TUGGLE, ) **CLASS ACTION**  
19 and DOES 1 THROUGH 100 INCLUSIVE, ) **CLASS ACTION SETTLEMENT**  
20 ) **AGREEMENT FILED IN SUPPORT OF**  
21 Defendants. ) **MOTION FOR PRELIMINARY APPROVAL**  
22 ) **OF CLASS SETTLEMENT**  
)  
) Date: August 31, 2023  
) Time: 10:30 a.m.  
) Dept.: 12 Spring Street Courthouse

23 TO ALL PARTIES AND THEIR ATTORNEY OF RECORD: PLEASE TAKE NOTICE:  
24 That the Plaintiffs hereby file the Class Action Settlement Agreement including the Class Notice  
25 (Exhibit 1) and the Request for Exclusion Form (Exhibit 2) attached thereto in support of the  
26 Motion for Preliminary Approval of a class action settlement in the above captioned matter.  
27  
28

Dated: July 20, 2023

**THE SPENCER LAW FIRM**

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By: /S/ Jeffrey Spencer  
Jeffrey P. Spencer, Esq.

**SETTLEMENT AGREEMENT**  
**Nettles v. Olympic Hotel. et al.**  
**Los Angeles Superior Court Case No. 19STCV00975**

**1. PREAMBLE**

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into as of the dates of Execution set forth below individually and on behalf of:

(i) Doris Nettles and Lavina Boykin (“Named Plaintiffs”), individually, and on behalf of all others similarly situated (hereafter “Class” and or collectively referred to hereinafter as "Plaintiffs"); and

(ii) James Tuggle/Tuggle Family Revocable Living Trust dba: Golden Era Management (collectively referred to hereinafter "Defendants").

Together, Plaintiffs and Defendants may be referred to as "Settling Parties", or individually may be referred to as a "Party".

**2. DEFINITIONS**

2.1 The term “Agreement” as used herein means this Settlement Agreement.

2.2 The term “Attorneys’ Fees and Costs” as used herein means the attorneys’ fees and costs to be requested by Class Counsel subject to Court approval in accordance with this Agreement.

2.3 The term “Settlement Administrator” as used herein means the entity which, subject to Court approval, shall perform the duties of, among other things: (i) sending Notice to Settlement Class Members (in the form ordered by the Court); (ii) tracking Opt-Out Requests; (iii) notifying the Parties of determinations regarding Opt-Out Requests and objections consistent with this Agreement; (iv) transmit payments to Settling Class Members, and other notice and claim administration duties in accordance with this Agreement and the Court’s orders.

2.4 The term “Class Counsel” as used herein means the following counsel: Jeffrey Spencer of the Spencer Law Firm and Jeffrey Wilens of the Lakeshore Law Center.

2.5 The term “Class List” as used herein means the names and addresses of the Settlement Class Members to be obtained from Defendants’ records.

2.6 The term “Court” as used herein means the Los Angeles Superior Court and any appellate court which may review any orders entered by the Court related to this Settlement.

2.7 All dates for events provided herein based on a number of “days” (unless the date is expressed in terms of “business days”) shall be calculated using the same approach as calculating days under the California Code of Civil Procedure.

2.8 The term “Execution” as used herein refers to the signing of this Agreement by all signatories hereto.

2.9 The term “Final Judgment” as used herein refers to the Final Judgment approving the Settlement.

2.10 The term “Litigation” as used herein means the action entitled *Nettles v. Olympic Hotel et al*, Los Angeles Superior Court Case No. 19STCV00975.

2.11 The term “Notice” as used herein means documents substantially in the form of the Notice of Proposed Class Action Settlement Between Plaintiffs and Defendants explaining the terms of the Settlement and the Opt-Out, and objection processes, attached hereto as Exhibit 1, which the Settlement Administrator will send to the Settling Class Members and which will be posted on the Settlement webpage, and which Notice has been agreed to by the Settling Parties, subject to Court approval.

2.12 The term “Notice and Administration Costs” as used herein means the costs to obtain the Class List and contact information for the Settling Class Members, to send Notice, and administer the Settlement as contemplated by this Agreement.

2.13 The term “Settling Parties” as used herein means the Plaintiffs Doris Nettles and Lavina Boykin, the Settlement Class Members, and Defendants James Tuggle/Tuggle Family Revocable Living Trust.

2.14 The term “Named Plaintiffs” as used herein shall mean Doris Nettles and Lavina Boykin.

2.15 The term “Preliminary Approval,” shall mean the Court’s entry of an order granting preliminary approval of the settlement.

2.16 The terms “Gross Settlement Fund” or “GSF” and “Net Settlement Fund” or “NSF” as used herein mean the Gross Settlement Fund and Net Settlement Fund to be set up in accordance with this Agreement.

2.17 The term “Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged pursuant to this Agreement as detailed below in Paragraph 11.

2.18 The term “Releasing Settlement Class Members” as used herein means the Plaintiffs and all Settlement Class Members, other than those who timely Opt Out of the settlement by timely submitting an Opt-Out Request, in accordance with the procedures set forth in the Notice as approved by the Court.

2.19 The term “Opt-Out Request” as used herein means the request submitted by any Settlement Class Member to opt out of and be excluded from the Settlement Class.

2.20 The term “Settlement” as used herein means the compromise and settlement of the Litigation as contemplated by this Agreement.

2.21 The term "Settlement Class" is the same as the Certified Class and as used herein means, all individuals who resided at the Olympic Hotel for at least 15 consecutive days at any time between October 1, 2016 and August 22, 2022 and were required to move out or check out and re-register before the expiration of 30 consecutive days of occupancy.

2.22 The term “Settlement Class Member Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged pursuant to this Agreement as set forth below in Paragraph 11.

2.23 The term “Settlement Class Members” as used herein means the Plaintiffs and all members of the Settlement Class as defined in Paragraph 5.1.

2.24 The term “Settlement Effective Date” as used herein means the first day following the last of the following occurrences:

2.24.1. The Parties and their respective attorneys have executed this Agreement;

2.24.2. The Court has entered a Preliminary Approval Order substantially in accord with this Settlement Agreement;

2.24.3. The Court has entered a Final Approval Order and has entered a Judgment substantially as referenced in Paragraph 2.9 above;

2.24.4. Either (1) no objection was made at the Final Approval Hearing or any objection that was made was withdrawn; (2) an objection was made and not withdrawn and the time to appeal the Judgment has expired with no appeal having been taken; (3) an appeal was taken but was settled, dismissed or resolved; or (4) an appeal was taken and the Judgment has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition for review has been presented, and such affirmance has become no longer subject to further appeal or review.

2.25 The term “Defendants” as used herein means James Tuggle, the Tuggle Family Revocable Living Trust dba Golden Era Management, and each of their past and present attorneys, insurers, divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors and partners.

2.26 The term “Class Period” shall mean October 1, 2016 to August 22, 2022. .

2.27 The term “Qualifying Stay” shall mean a stay of between 15 and 30 consecutive days by a Settlement Class Member during the Class Period.

### 3. RECITALS

3.1 On January 7, 2019 plaintiffs Doris Nettles and Lavina Boykin filed a complaint against Defendant in the Los Angeles Superior Court, Case No. 19STCV00975 asserting claims for violations of California Civil Code §§1940.1 and 52.1 and under California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) (the “Complaint”). Defendants deny each and every one of Plaintiff’s allegations.

3.2 On August 22, 2022 the Court granted a contested Motion for Class Certification and certified a class of all individuals who resided at the Olympic Hotel for at least 15 consecutive days at any time between October 1, 2016 and August 22, 2022 and were required to move out our check out and re-register before the expiration of 30 consecutive days of occupancy.

3.3 occupancy. Class Counsel represent that they have conducted a thorough investigation into the facts of this case, and have diligently pursued an investigation of the Plaintiffs’ and the Settlement Class Members’ claims against Defendants, including, but not limited to: (i) interviewing class members and analyzing the results of class member interviews; (ii) propounding discovery and reviewing relevant documents including the occupancy records for the class period and Defendants’ policies and procedures; (iii) taking the deposition of the Defendant; (iv) researching the applicable law and the potential defenses; (v) successfully obtaining class certification; (vi) advocating for the rights of the putative class; and (viii) preparing the case for trial. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendants, trial risk, and appellate risk.

3.4 On March 1, 2023, the Settling Parties attended a mediation before mediator Scott Marcus. The mediation was adversarial and the case did not settle at the mediation. Thereafter the parties engaged in further settlement discussions following the mediation, and finally were able to agree to terms of a class settlement from which this Agreement arises. Prior to the mediation, the Settling Parties conducted significant investigation of the facts and the law in several years of litigation, exchanged documents, engaged in written discovery practice, and conducted interviews and investigations regarding the claims raised in the Litigation.

3.5 The Settling Parties have agreed to avoid further litigation and to settle and resolve all claims alleged in the operative Complaint against Defendants, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. The Named Plaintiffs and their counsel have concluded that the Settlement is fair, reasonable, and in the best interests of the Settling Class Members.

3.6 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged and contend that this Litigation is not appropriate for class or collective action treatment. Defendants believe that the Litigation fails to meet the prerequisites necessary for class or collective action treatment under applicable law. Defendants further assert that they have complied with all applicable provisions of federal or state statutory and common law. Defendants further state that despite their good faith belief that they are not liable for any of the claims asserted, and despite their good faith belief that certification is not appropriate, Defendants will not oppose the Court's certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendants do not waive their objections to certification of a class or Settlement Class in this action.

3.7 The entry of Final Judgment in this Litigation shall serve as a release of all claims which were alleged in the Litigation by the Plaintiffs and Settlement Class Members against Defendants or as detailed in Paragraph 11 of this Agreement, with the exception of any claims which might be retained by Settlement Class Members who exclude themselves from the Settlement, if any. Defendants shall retain any existing defenses to such excluded claims. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to conclude this Litigation against Defendants with prejudice.

3.8 Each of these Recitals is incorporated into and made a part of this Agreement.

#### **4. CERTIFICATION OF THE SETTLEMENT CLASS**

4.1 The case has already been certified as a class action. Settling Parties and Class Counsel agree that, if approved, certification of the Settlement Class is a conditional certification for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class shall be deemed null and void, each Party shall retain all of its respective rights as they existed prior to execution of this Settlement Agreement and it will have no effect on the certified class.

4.2 The Settling Parties and Class Counsel agree that, if approved, certification of the Settlement Class is in no way an admission by Defendants that class certification is proper in this Litigation or any other litigation against Defendants. The Settling Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation in this jurisdiction, the certification of the Settlement Class and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against Defendants.

#### **5. SETTLEMENT CLASS**

5.1 Solely for the purpose of effectuating this Settlement, and subject to Court approval and the provisions set forth herein, the Settling Parties hereby stipulate to settle the following claims:

**Settlement Class:**

All individuals who resided at the Olympic Hotel for at least 15 consecutive days at any time between October 1, 2016 and August 22, 2022 and were required to move out or check out and re-register before the expiration of 30 consecutive days of occupancy.

5.2 According to the Parties' best information and belief, the number of persons in the Settlement Class is approximately 1,168 class members.

5.3 The Settlement is conditioned on the Court's granting final approval of the Settlement Class.

## **6. TERMS OF SETTLEMENT**

6.1 **Gross Settlement Amount.** Subject to the other terms and conditions of this Agreement, and subject to Court approval, Defendants agree to pay \$1,000,000 (The Gross Settlement Amount [GSA] or "Gross Settlement Fund" [GSF]), and no more, do be deposited with the settlement administrator as set forth in Section 10 below, to cover the following:

6.1.1. **Reasonable Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees of up to one third of the Gross of the Settlement Fund, not to exceed \$333,333 and Costs up to \$40,000 , to be paid out of the Gross Settlement Fund,. Defendants will not oppose an application for a reasonable award of Attorneys' Fees and Costs sought in accordance with this Agreement. In the event that the Court does not approve the award of Attorneys' Fees and Costs requested by Class Counsel, or the Court awards Attorneys' Fees and Costs in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement or for rendering the entire Settlement null, void, or unenforceable. Class Counsel retain their right to appeal any decision by the Court regarding the Court's award of Attorneys' Fees and Costs. The Court will rule on any attorneys fees or costs to be paid to Class Counsel at the time of Final Approval. The Settlement Administrator shall pay attorneys fees and costs according to the Court's Order. Regardless of the amount of attorney's fees and costs that the Court determines should be paid out of the GSF to Class Counsel, Defendant shall not be obligated to pay any amount in excess of the GSA.

6.1.2. An incentive award to each of the the Class Representatives Doris Nettles and Lavina Boykin subject to court approval not to exceed \$15,000 for each Class Representative.

6.1.3. The actual Notice and Administration Costs incurred in accordance with this Agreement not to exceed \$40,000. The Settlement Administrator will



provide detailed records of costs, time and fees expended in the settlement administration process to be presented in a Declaration at the final approval hearing.

6.1.4. Any amounts not awarded as attorneys' fees, costs, incentive awards or Notice and Administration costs shall be added to the Net Settlement Fund described in Paragraph 6.2.

6.2 The Net Settlement Fund ("NSF") shall be all amounts left in the GSF minus attorney fees, costs, incentive awards and class administration costs awarded by the Court. Each Settlement Class Member shall receive payment of a pro rata share of the NSF. The pro-rata share of each Settlement Class Member will be determined by dividing the total number of Qualifying Stays by the NSF and multiplying that amount by the number of Qualifying Stays of the respective Settlement Class Member.

## **7. NOTICE TO THE CLASS**

7.1 The parties agree that the Settlement Administrator will be CPT Group.

7.2 Defendants have already produced to Class Counsel registration records containing (1) names and dates of Qualifying Stays of the Settlement Class, and, where available, (2) the contact information provided by Class Members at the time of registration. The Parties shall work together in good faith to extract the names and addresses of the Settlement Class Members from the Defendants' records as quickly as possible and put them into an Excel spreadsheet comprising the class list in an efficient and cost effective manner and provide the Class List to the Settlement Administrator, Class Counsel and Counsel for the Defendants.

7.3 The Parties agree that Notice of the settlement including an Opt Out form will be provided via U.S. Mail to the Class Members. Subject to Court approval the Notice shall be in the form attached hereto as Exhibit 1 .

7.4 The Settlement Administrator shall Mail the Notice to the last known address of the Class Members within twenty (20) days following the Court's preliminary approval of the Settlement. Prior to mailing the Notice the Settlement Administrator will conduct a NCOA or like search to determine the up to date addresses of the Class Members. If any Notices are returned to sender with a forwarding address, the Settlement Administrator will promptly re-mail the Notice to the Class Member's forwarding address. In the event any Notices are returned to sender without a forwarding address, prior to the Opt Out deadline, the Settlement Administrator will conduct a skip trace or like search to attempt to find an updated address for the Class Member and if an updated address is found, promptly re-mail the Notice to the updated address.

7.5 The Notice, and other materials as agreed to by the Parties shall be available within twenty (20) days following Preliminary Approval at a website to be set up and administered by the Settlement Administrator. The Settlement Administrator shall also establish a toll-free phone line and an email account within 20 days following Preliminary Approval to respond to inquiries from Settlement Class Members. The website address, toll-free phone number, and email address will be included in the Notice. The website address, will be included in the Notice.

## **8. OPT-OUT PROCESS**

8.1 A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the release of claims pursuant to this Settlement, shall submit a Request to Opt Out to the claims administrator. For a Request to Opt Out to be accepted it must be timely and valid. To be timely it must be postmarked or emailed by the date which is forty-five (45) days after the first mailing date of the Notice. To be valid, the Request to Opt Out shall contain a statement that the Settlement Class Member requests to be excluded from the Settlement Class or be in the form of the Opt Out Form included with Notice.

8.2 A Settlement Class Member who submits a Request to Opt Out is not eligible to recover a share of the Class Settlement Amount, or object to the settlement, but will retain all of their rights against the Defendants.

8.3 The Claims Administrator shall maintain a list of persons who have excluded themselves or objected to the Settlement and shall provide such list to the Parties in weekly reports throughout up to the Final Approval Hearing date. The Claims Administrator shall retain the originals of all Requests to Opt Out (including envelopes with the postmarks) received from Settlement Class Members, and shall provide PDF copies via email to Defendants' Counsel and Class Counsel as they are received.

8.4 It is agreed by the Settling Parties that if more than five percent (5%) of the Settlement Class eligible to participate in this settlement opt out of the Settlement, then Defendants have the option, at their sole discretion, to void and cancel this Settlement.

## **9. OBJECTION PROCESS**

9.1 A member of the Settlement Class who wishes to comment on or object to the Settlement may do so by appearing at the Final Approval Hearing and addressing the Court or by submitting a written objection. To submit a written objection the Class Member must notify the Court and counsel for Defendants and the Class of his or her objection, in writing, within forty-five (45) days of the first mailing date of the Notice.

9.2 To be considered valid, a written objection must include the objector's name and address, and must include the basis for the objection (including why the objector believes the settlement is not in the best interest of the Settlement Class), along with any and all documents that support the objection. The objection must be served on the Settlement Administrator on or before the opt out deadline. In order to object to the Settlement, the Class Member must not have Opted Out of the Settlement. If a Class Member Opts Out of the Settlement and also serves an objection, the Opt Out will take precedence and the objection will not be valid. Additional instructions regarding how to object to the Settlement are contained in the Notice, Exhibit 1. The Settlement Administrator shall forward any objections to the settlement to Class Counsel and Defense Counsel immediately upon receipt.

9.3 Settlement Class Members who do not appear and address the Court regarding objections at the Final Approval Hearing or file and serve timely written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any

objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of attorneys' fees or reimbursement of costs and expenses.

## **10. DISTRIBUTION PROCESS**

10.1 The Gross Settlement Fund (GSF) shall be funded in accordance with this Agreement. The timing of the payments by Defendants to the GSF shall be as follows:

10.1.1. Within twenty (20) days following the date on which the Court enters an order granting preliminary approval of the Settlement, Defendants shall provide the GSF amount of (\$1,000,000), to the settlement administrator who will place the funds in an interest-bearing escrow account held by the Settlement Administrator. All interest earned on the sums deposited in this account will inure to the benefit of the Class and will become part of the Gross Settlement Fund. In the event the settlement does not become final, the Gross Settlement Fund will be returned to the Defendants along with any interest less the portions of the Gross Settlement Fund expended by the Settlement Administrator for Class Notice and settlement administration.

10.1.2. All monies remaining in the GSF after payments of the attorneys' fees and costs, incentive awards and the Notice and Administration costs shall be added to the NSF for distribution to the Class Members pursuant to provisions of Paragraph 6.2.

10.2 Distributions from the GSF shall be handled as follows:

10.2.1. Other than for purposes of paying invoices submitted by the Settlement Administrator, the Settlement Administrator shall not distribute any payments required under this Agreement until after the Settlement Effective Date has occurred.

10.2.2. Attorneys' Fees and Costs awarded by the Court pursuant to this Agreement shall be paid to the individuals or entities specified in the Court order approving such Attorneys' Fees and Costs within ten (10) days of the Settlement Effective date.

10.2.3. Any incentive award awarded to the Class Representatives by the Court will be paid to the Class Representatives within ten (10) days of the effective date.

10.2.4. Subject to the other provisions of this Section, payments to the Settlement Class Members shall be made from the NSF and mailed to the appropriate recipients within ten (10) days after the effective date. If any checks to the Settlement Class Members remain uncashed after one hundred and eighty (180) days the checks will be void and pursuant to Code of Civil Procedure §384 any unpaid cash plus any accrued interest shall be deposited in the class members name in the Unclaimed Property Fund maintained by the State Controller's office.

## **11. RELEASE OF CLAIMS**

11.1 Plaintiffs' Release. Plaintiffs, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendants from any and all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, damages, losses, penalties, costs and expenses, including attorney fees and costs actually incurred, if any, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which plaintiffs now have or claim to have as of the date of their execution of this agreement, including, but not limited to: all claims that were alleged in the Complaint, or that could have been alleged, based on, or arising out of the facts and claims alleged in the Complaint and Litigation. ("Plaintiffs' Release."). Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

11.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

11.3 Settlement Class Member Released Claims - Release by Settlement Class Members

11.3.1. Subject to final approval of the Settlement by the Court and upon deposit by Defendants of the GSA with the settlement administrator, all the Named Plaintiffs and Releasing Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendants from all claims that were alleged in the Complaint, or that could have been alleged, based on, or arising out of the facts and claims alleged in the Complaint and Litigation, including alleged violations of California Civil Code sections 1940.1 and 52.1 and Business & Professions Code sections 17200 et seq., during the settlement Class Period. This release does not include, any claims based on alleged acts that occurred after the Settlement Class Period .

11.4 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

## **12. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY COURT APPROVAL**

12.1 Within twenty (20) days of the Execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting preliminary approval of the Settlement and:

12.1.1. Approving as to form, timing and content the proposed notices and notice plan;

12.1.2. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class; and

12.1.3. Approving a Settlement Administrator.

12.2 Defendants shall cooperate with Class Counsel as necessary to obtain preliminary approval.

12.3 The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo in the event that the Settlement Effective Date does not occur.

### **13. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

13.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a proposed Final Judgment. The proposed Final Judgment shall:

13.1.1. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;

13.1.2. Approve Class Counsel's application for an award of attorneys' fees and reimbursement of costs;

13.1.3. Approve the incentive awards to the Class Representatives.

13.1.4. Certify the Settlement Class for Settlement purposes in accordance with applicable legal standards;

13.1.5. Defendants shall cooperate with Class Counsel as necessary to obtain final approval.

13.1.6. The Final Judgment shall not be considered final until the occurrence of the Settlement Effective Date.

### **14. MUTUAL FULL COOPERATION**

14.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this

Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's Final Judgment.

## **15. STATEMENT OF NO ADMISSION**

15.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants, and Defendants deny liability for any alleged wrongdoing. Defendants expressly deny liability for the claims asserted and specifically deny and do not admit any of the pleaded facts not admitted in its pleadings in the Litigation. Nor shall this Agreement constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against them in the Litigation. Likewise, nothing in this agreement shall be construed or deemed an admission by Plaintiffs or the Settlement Class with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

15.2 The Parties and Class Counsel agree that certification of the Settlement Class in accordance with the terms of this Agreement is for settlement purposes only. Nothing in this Agreement, drafts of this Agreement, any communications regarding settlement or approval of the settlement, or any documents filed with the Court regarding approval of the settlement, will be construed as an admission or acknowledgement of any kind that any class should be or should have been certified against Defendants in this Litigation or in any other action or proceeding. In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Settlement Effective Date does not occur for any reason, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation. Such objections and defenses include, but are not limited to, Defendants' objections and defenses to any class-wide treatment and nothing in this Agreement or any document related to this Agreement shall be construed as a waiver by Defendants of their contention that class certification is not appropriate and is contrary to law in this Litigation or any other case or proceeding.

## **16. VOIDING THE AGREEMENT**

16.1 It is agreed by the Parties that if more than five percent (5%) of the Class Members eligible to participate in this Settlement opt out of the class settlement, then Defendants have the option to void and cancel this settlement. The Settlement Administrator shall email Defendants' Counsel and Class Counsel a copy of all Opt Outs as they are received and will provide Counsel with a report of the total number of opt outs received within five days following the Opt Out deadline. Any such election to void the Settlement must be delivered in writing to the parties within seven (7) business days from the date on which Defendants' Counsel receives the copy of the Opt Out report.

16.2 The maximum aggregate amount Defendants shall be obligated to pay under this Agreement, if it gains Final Approval, is limited to the GSF. The Parties further agree that, in the event a court determines or otherwise issues an order or opinion that there should be

any money paid in addition to the GSF this Settlement and Agreement shall be voidable by any Defendant.

16.3 In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable this Settlement Agreement, all drafts of this Agreement, any communications regarding settlement or approval of the settlement, or any documents filed with the Court regarding approval of the settlement, and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, or other litigation against Defendants.

16.4 In the event that the Court does not approve the Attorneys' Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Class Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees and Costs.

## **17. SIGNATORIES' AUTHORITY**

17.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

## **18. NO PRIOR ASSIGNMENTS**

18.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

## **19. NOTICES**

19.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; or email, (ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) on the fifth business day after mailing by United States mail. All notices given under this Agreement shall be addressed as follows:

### **19.1.1. To Plaintiff and the Settlement Class:**

Jeffrey Spencer, Esq.  
The Spencer Law Firm, Inc.  
2 Venture, Suite 220  
Irvine, CA 92618  
jps@spencerlaw.net

### 19.1.2. To Defendants

Larry Helfman, Esq.  
Friedenthal, Heffernan & Brown, LLP  
1520 W. Colorado Boulevard Second Floor  
Pasadena, CA 91105  
Telephone: (626) 628-2800  
Facsimile: (626) 628-2828  
Email: lhelfman@fhblawyers.com

## 20. MISCELLANEOUS PROVISIONS

20.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

20.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

20.3 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

20.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

20.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

20.6 Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with



other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

20.7 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

20.8 Enforcement Actions. In the event that one or more of the Parties institutes any legal action, including a motion under Cal. Civ. Proc. Code Section 664.6 against any other party or parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs arising from or relating to such action or proceeding.

DATED: July , 2023

Plaintiff Doris Nettles

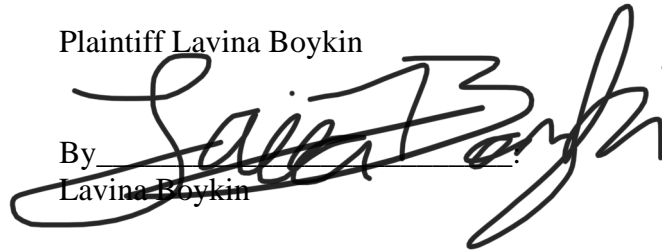
By: \_\_\_\_\_  
Doris Nettles



DATED: July , 2023

Plaintiff Lavina Boykin

By: \_\_\_\_\_  
Lavina Boykin



DATED: July , 2023

Defendants James Tuggle and the Tuggle Family Revocable Living Trust

By: \_\_\_\_\_  
James Tuggle

20.6 Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

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DATED: July , 2023

Plaintiff Doris Nettles

By: \_\_\_\_\_  
Doris Nettles

DATED: July , 2023

Plaintiff Lavina Boykin

By \_\_\_\_\_:  
Lavina Boykin

DATED: July , 2023

Defendants James Tuggle and the Tuggle Family Revocable Living Trust

By: \_\_\_\_\_  
DocuSigned by:  
*James Tuggle*  
4955566977C143D...  
James Tuggle

**EXHIBIT NO. 1**

**EXHIBIT NO. 1**

**If you stayed at the Olympic Hotel for at least 15 consecutive days and were required to move out or check out and re-register before the expiration of 30 consecutive days of occupancy between October 1, 2016 and August 22, 2022 a class action settlement could affect your rights**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- The class action settlement resolves a lawsuit of whether the owners of the Olympic Hotel are liable for claims alleging they violated California Civil Code §§1940.1 and 52.1 and Business & Professions Code §17200 et seq. by allegedly requiring occupants of the Olympic Hotel to check out or re-register prior to 30 days of continuous occupancy to keep the occupants from gaining tenant rights. Defendants deny these allegations.
- You could receive a pro-rata share of the Net Settlement Fund based on the number of your Qualifying Stays during the during the class period.
- Court appointed lawyers will ask the Court to award fees and costs.
- Defendants deny the allegations in the Lawsuit and are prepared to defend the Lawsuit vigorously.
- The Court has not decided whether Defendants did anything wrong.
- Your legal rights will be affected whether you act or not. Read this Notice carefully. You have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>Do Nothing</b>	You will: <ul style="list-style-type: none"><li>• <b>Stay in the lawsuit</b></li><li>• <b>Receive a pro-rata share of the settlement</b></li><li>• <b>Give up certain rights</b></li></ul>
<b>Exclude Yourself</b>	You will: <ul style="list-style-type: none"><li>• <b>Get out of this lawsuit</b></li><li>• <b>Receive no compensation</b></li><li>• <b>Keep any rights to sue individually</b></li></ul>
<b>Object to the Settlement</b>	You will: <ul style="list-style-type: none"><li>• <b>Stay in the lawsuit.</b></li><li>• <b>You will still receive a pro-rata share of any settlement proceeds approved by the Court</b></li><li>• <b>Be allowed to file court papers and appear before the Judge explaining why you object to the settlement</b></li></ul>

- Your rights and options are explained in this Notice. To exclude yourself you must act before \_\_\_\_\_, **2023**.
- The Court must still decide whether to approve this settlement. The settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.
- Any questions? Read the rest of this Notice and visit [www.olympichotelsettlement.com](http://www.olympichotelsettlement.com).

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION..... PAGE 3**

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is there a settlement?

### **WHO IS IN THE SETTLEMENT..... PAGE 4**

5. Am I part of this Class?
6. Do I need proof in order to get compensation?

### **THE SETTLEMENT BENEFITS..... PAGE 4**

7. What does the settlement provide?
8. How do I get the settlement payment?
9. What am I giving up to get to accept the settlement?
10. What if I do nothing at all?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5**

11. How do I exclude myself from the settlement?
12. If I do not exclude myself, can I sue the Defendants for the same claims covered by the class settlement?
13. If I exclude myself, can I still receive a settlement payment?

### **THE LAWYERS REPRESENTING YOU..... PAGE 6**

14. Do I have a lawyer in this case?
15. Should I get my own lawyer?
16. How will the lawyers and Plaintiffs be paid?

### **OBJECTING TO THE SETTLEMENT..... PAGE 7**

17. How do I tell the Court I do not like the settlement?
18. What is the difference between objecting and excluding myself?

### **THE COURT'S FINAL APPROVAL HEARING..... PAGE 8**

19. When and where will the Court decide whether to approve the settlement?
20. Do I have to come to the Final Approval hearing?
21. May I speak at the hearing?

**GETTING MORE INFORMATION..... PAGE 8**

22. Are more details available?

23. What if my contact information changes?

**BASIC INFORMATION**

**1. WHY DID I GET THIS NOTICE?**

The records of the Olympic Hotel show that you resided at the Olympic Hotel for at least 15 consecutive days and moved out or checked out before the expiration of 30 consecutive days of occupancy between October 1, 2016 and August 22, 2022.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals are resolved, you will receive certain compensation. You can receive updates about the progress of the settlement by contacting class counsel whose contact information is located at Paragraph 14 below.

This packet explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Los Angeles Superior Court. The case is known as Nettles v. Olympic Hotel et al., Los Angeles Superior Court Case No. 19STCV00975. The people who sued are the Plaintiffs and the persons and entities being sued are the Defendants.

**2. WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit contends that Defendants violated California Civil Code §§1940.1 and 52.1 and Business & Professions Code §17200 et seq. by allegedly requiring occupants of the Olympic Hotel to check out or re-register prior to 30 days of continuous occupancy to keep the occupants from gaining tenant rights.

Defendants deny the allegations in the lawsuit. The Court has not determined that the Defendants have violated any law, or whether this case can proceed as a class action.

**3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case Doris Nettles and Lavina Boykin) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except those who exclude themselves. Los Angeles Superior Court Judge Carolyn B. Kuhl is presiding over the case.

**4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and the attorneys think the settlement is best for everyone who may have been harmed.

## WHO IS IN THE SETTLEMENT

### 5. AM I PART OF THIS CLASS?

All individuals who resided at the Olympic Hotel for at least 15 consecutive days and moved out or checked out before the expiration of 30 consecutive days of occupancy between October 1, 2016 and August 22, 2022 are class members.

### 6. DO I NEED PROOF IN ORDER TO GET COMPENSATION?

If you received this notice in the mail, you will not need to submit a claim form or proof of claim to receive your pro-rata share of the settlement proceeds. If the settlement is approved, you will receive a pro-rata share of the settlement proceeds based upon the number of your stays of 15-30 consecutive days at the Olympic Hotel between October 1, 2016 and August 22, 2022. If you did not receive this notice via mail but stayed at the Olympic Hotel for at least 15 consecutive days and moved out or checked out before the expiration of 30 consecutive days of occupancy between October 1, 2016 and August 22, 2022 you need to contact the Settlement Administrator identified below and advise you did not receive a class notice. If you are on the class list the Settlement Administrator will update your address and mail you the class notice. If you are not on the class list the Settlement Administrator will verify whether you should have been included.

## THE SETTLEMENT BENEFITS

### 7. WHAT DOES THE SETTLEMENT PROVIDE?

The settlement provides the Class Members will receive a pro-rata share of the \$1,000,000 settlement fund after deduction of attorneys' fees, costs, class representative incentive awards as detailed in Paragraph 16 and costs of notice and settlement administration. The estimated cost of notice and settlement administration is \$13,250. Defendants' business records indicate you had \_\_\_\_ qualifying stays during the class period. The amount you will receive is estimated to be approximately \$\_\_\_\_ if the court approves the settlement. This amount may be lower depending on the final calculations.

If you believe the total number of 15-30 day stays ("Qualifying Stays") attributed to you as indicated on this Notice is incorrect, you may explain your disagreement in writing and mail it along with any documentation relating to your disagreement, including documentation of additional 15-30 day stays during the Class Period to the Settlement Administrator at the following address:

CPT GROUP, INC. 50 Corporate Park, Irvine, CA 92606.(Tel.) (800) 542-0900

For your explanation and documentation to be considered, it must be postmarked by \_\_\_\_\_, (45 days after initial Notice mailing date). In the event of a dispute about your number of Qualifying Stays, the Settlement Administrator will compare Defendants' business records with the records you provide and will resolve the dispute.

**8. HOW DO I GET THE SETTLEMENT PAYMENT?**

If you received this notice via mail and if the Court approves the settlement you will be sent your settlement proceeds to that address. If your mailing address has changed after you received the notice, you will need to provide the Settlement Administrator your updated address.

**9. WHAT AM I GIVING UP TO ACCEPT THE SETTLEMENT?**

Unless you exclude yourself, you are staying in the Class and that means you cannot start a lawsuit, continue a lawsuit or join a lawsuit raising the claims asserted in this lawsuit against Defendants. It also means you are "releasing" all of the Defendants (and related companies and persons) from any legal claims that were alleged in the Complaint, or that could have been alleged, based on, or arising out of the facts and claims alleged in the Complaint and Litigation, including claims Defendants violated California Civil Code §§1940.1 and 52.1 and Business & Professions Code §17200 by requiring you to move out of the Olympic Hotel prior to 30 days of continuous occupancy between October 1, 2016 and August 22, 2022.

This release does not include any other claims you may have against the Defendants.

**10. WHAT IF I DO NOTHING AT ALL?**

You will be automatically included in this settlement and will receive a pro-rata share of the settlement proceeds if the Court approves the settlement. You will be barred from participating in a similar lawsuit for the same thing and will release your claims as described above.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**11. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

If you don't want the benefit from this settlement, but you want keep the right to sue or continue to sue the Defendants on your own, about the legal issues in this case, then you must take steps to remove yourself from the class. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action, nor will you receive any compensation.

To ask to be excluded, you must mail the "Request for Exclusion" Form sent to you with



this Notice or a letter stating that you want to be excluded from the Nettles v. Olympic Hotel class action. You must include your name and address, telephone number, state you wish to exclude yourself from the settlement, and sign the letter. You must mail your Request for Exclusion to the Nettles v. Olympic Hotel Settlement Administrator, CPT Group, 50 Corporate Park, Irvine, CA 92606.

The Request for Exclusion must be postmarked by \_\_\_\_\_, **2023** (45 days after the date of the initial mailing of the Notice) or it will not be valid and you will be included in the settlement.

**12. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME CLAIMS COVERED BY THE CLASS SETTLEMENT?**

No. But you would be able to sue for any other claims you may have.

**13. IF I EXCLUDE MYSELF, CAN I STILL GET THE SETTLEMENT PAYMENT?**

No.

**THE LAWYERS REPRESENTING YOU**

**14. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Spencer Law Firm and the Lakeshore Law Center are the attorneys representing all Class Members. They are called "Class Counsel." The contact information of Class Counsel is:

Jeffrey Spencer, Esq. THE SPENCER LAW FIRM 2 Venture, Suite 220 Irvine, CA 92618 Telephone: 949-240-8595 Facsimile: 949-377-3272 Email: <a href="mailto:jps@spencerlaw.net">jps@spencerlaw.net</a>	LAKESHORE LAW CENTER Jeffrey Wilens, Esq. 18340 Yorba Linda Blvd., Suite 107-610 Yorba Linda, CA 92886 Telephone No: (714) 854-7205 Facsimile No: (714) 854-7206 <a href="mailto:jeff@lakeshorelaw.org">jeff@lakeshorelaw.org</a>
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**15. SHOULD I GET MY OWN LAWYER?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf as a member of the class. But, if you want your own lawyer, you may retain one at your own expense.

**16. HOW WILL THE LAWYERS AND PLAINTIFFS BE PAID?**

Class Counsel will ask the Court for attorneys' fees of up to \$333,333 (1/3 of the

settlement amount) and up to \$40,000 in litigation costs for their time and expenses in prosecuting the case. In addition, Class Representatives, Doris Nettles and Lavina Boykin will each ask for an incentive award of up to \$15,000 for their services on behalf of the Class in successfully prosecuting this lawsuit. The Settlement Administrator will request up to \$13,250 for costs administering the settlement. The Court may award less than these amounts. Defendants have agreed not to oppose these fees and expenses and incentive awards.

## OBJECTING TO THE SETTLEMENT

### 17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

To object you must either appear and be heard at the final approval hearing or you can submit a written objection. To submit a written objection you must mail your objection to Nettles v. Olympic Hotel Settlement Administrator, CPT Group 50 Corporate Park, Irvine, CA 92606 by \_\_\_\_\_ 2023 (45 days after the date of the initial mailing of this Notice) or the written objection will not be valid.

The Objection must include your name and address, dates of stay at the Olympic Hotel and must include the basis for the objection (including why you believe the Settlement is not in the best interest of the Settlement Class), along with any and all documents that support the objection.

You may be heard at the Final Approval Hearing regardless of whether you submit a written objection.

### 18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2023 at \_\_\_\_ a.m. in

Department 12 of the Los Angeles Superior Court Spring Street Courthouse 312 N. Spring Street, Los Angeles, CA. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court will also consider the award of attorneys' fees and litigation costs to Class Counsel and the incentive awards to Plaintiffs. After the hearing, the Court will decide whether to approve the settlement.

The Court may continue the Final Approval Hearing without further notice to the Class Members.

**20. DO I HAVE TO COME TO THE FINAL APPROVAL HEARING?**

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send in an Objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not required.

**21. MAY I SPEAK AT THE HEARING?**

If you have not excluded yourself from the Settlement, you may be permitted to address the Court at the Final Approval Hearing.

**GETTING MORE INFORMATION**

**22. ARE MORE DETAILS AVAILABLE?**

Yes. Visit the website [www.olympichotelsettlement.com](http://www.olympichotelsettlement.com) where you will find the Court's Preliminary Approval Order, the Complaint, a copy of the Settlement Agreement, and a copy of the Class Notice and Request for Exclusion Form. You may also write to, email or call the Class Counsel Jeffrey Spencer and Jeffrey Wilens at the contact information listed under item 14 of this Notice. Your communications with the class counsel listed above regarding this action will be confidential.

The pleadings and other records in this litigation may be examined at Department 12 of the Los Angeles Superior Court Spring Street Courthouse, during normal business hours. The Spring Street Courthouse is located at 312 N. Spring Street, Los Angeles, California 90012.

**23. WHAT IF MY CONTACT INFORMATION CHANGES?**

It is your responsibility to inform the Settlement Administrator of your current and updated contact and mailing information by contacting the Settlement Administrator at the address or telephone number listed in paragraph 7 of the Notice.

**DO NOT CONTACT THE JUDGE OR THE COURT TO DISCUSS THE LAWSUIT.**

# **EXHIBIT NO. 2**

**REQUEST FOR EXCLUSION FORM**

**This is not a claim form. This is a request to be excluded from the Nettles v. Olympic Hotel class action settlement. By submitting this form you will not be part of the class action and will not receive any money from the settlement and will retain your rights to bring your own lawsuit against the Defendants for the claims alleged in the Nettles v. Olympic Hotel class action.**

**I do not want to receive any money from the Nettles v. Olympic Hotel class action settlement and want to be excluded from the settlement.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

To be valid this Request for Exclusion Form must be mailed to the Nettles v. Olympic Hotel Settlement Administrator at the address below and must be postmarked no later than \_\_\_\_\_ (45 Days from the initial date of mailing)

**Nettles v. Olympic Hotel Settlement Administrator**  
CPT GROUP, INC.  
50 Corporate Park,  
Irvine, CA 92606.  
(Tel.) (800) 542-0900

1 **PROOF OF SERVICE**

2 State of California )  
County of Orange )

3 I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a  
4 party to the within action. My business address is 2 Venture, Suite 220, Irvine, CA 92618.

5 On July 20, 2023, I served the Settlement Agreement on the interested parties in this action via Electronic  
Mail via Case Anywhere to the addresses listed below:

<p>6 <u>Co-Counsel for Plaintiffs</u> LAKESHORE LAW CENTER Jeffrey Wilens, Esq. 18340 Yorba Linda Blvd., Suite 107-610 Yorba Linda, CA 92886 Telephone No: (714) 854-7205 Facsimile No: (714) 854-7206 Email: jeff@lakeshorelaw.org</p>	<p><u>Attorneys for Defendant James Tuggle</u> Larry Helfman, Esq FRIEDENTHAL, HEFFERNAN &amp; BROWN, LLP 215 N. Marengo Ave., Suite 165 Pasadena, CA 91101 Tel. (626) 628-2800 Fax (626) 628-2828 Email: lhelfman@FHBLawyers.com</p>

14  BY ELECTRONIC MAIL via Case Anywhere: To the email addresses listed above

15  BY U.S. MAIL:

16 Executed on July 20, 2023 at Irvine, California. I declare under penalty of perjury under the laws of the State  
of California that the foregoing is true and correct.

18 By:   
19 Jeffrey Spencer