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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROSA SOLIS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

51ST ST. & 8TH AVE. CORP., a New York
corporation; LOWES CORONADO HOTEL
CORPORATION, a Delaware corporation;
LOEW'S HOTELS, INC., a New York
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2023-00031528-CU-OE-CTL

[Complaint Filed: July 25, 2023]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Rosa Solis (hereinafter “Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and Defendant 51st St. & 8th Ave. Corp., a New York corporation, and Lowes Coronado Hotel Corporation, a Delaware corporation, and Loew’s Hotels, Inc., a New York corporation (“Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *Rosa Solis v. 51st St. & 8th Ave. Corp., et al.*, San Diego County Superior Court, Case No. 37-2023-00031528-CU-OE-CTL, filed July 25, 2023.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all current and former non-exempt California employees employed by Defendants at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the PAGA Payment or the twenty-five (25%) of the PAGA Payment (\$20,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.
- E. “Class” or the “Class Members” means all persons who are or previously were employed by Defendant 51st St. & 8th Ave. Corp. and/or Defendant Loews Coronado Hotel Corporation and/or Defendant Loew’s Hotels, Inc. who performed work in California and were classified as non-exempt employees at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount

currently estimated to be \$566,666.66 out of \$1,700,000 plus costs of up to \$65,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (37.5% to JCL Law Firm, APC, 37.5% to Zakay Law Group, APLC, and 25% to Law Offices of Tatiana Hernandez, P.C.).

H. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

I. "Class Period" means the period beginning May 19, 2019, to October 7, 2024.

J. "Class Representative" shall mean Plaintiff Rosa Solis.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendants" shall mean 51st St. & 8th Ave. Corp., Loews Coronado Hotel Corporation, and Loew's Hotels, Inc.

M. "Effective Date" means the date of entry by the Court of an order and judgment finally approving this Settlement.

N. "Funding Date" shall mean the date by which Defendants has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of notice of entry of the Court's order granting final approval.

O. "Gross Settlement Amount" means One Million, Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

- 1 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 Q. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
5 (\$60,000.00) that shall be paid to the California Labor and Workforce Development
6 Agency ("LWDA").
- 7 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
8 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
9 Costs.
- 10 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
11 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
12 than formatting changes to facilitate printing by the Settlement Administrator).
- 13 T. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on
14 October 18, 2024, in the San Diego Superior Court.
- 15 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
16 Labor Code § 2698 *et seq.*
- 17 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
18 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
19 Employees during the PAGA Period.
- 20 W. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved
21 Employee Payment, as defined herein, means the number of pay periods of
22 employment during the PAGA Period that each Aggrieved Employee worked in
23 California.
- 24 X. "PAGA Period" means the period beginning May 19, 2022, to October 7, 2024.
- 25 Y. "PAGA Payment" shall mean Eighty Thousand Dollars and Zero Cents (\$80,000.00)
26 to be allocated from the Gross Settlement Amount, with 25% of the payment going
27 to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the
28 payment going to the Labor and Workforce Development Agency ("LWDA")

Payment”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

AA. “Payment Ratio” means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

BB. “Plaintiff” shall mean Rosa Solis.

CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. “Released Class Claims” shall mean all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

EE. “Released PAGA Claims” shall mean all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

FF. “Released Parties” shall mean Defendants and their attorneys, insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable with Defendants.

GG. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which

Class Members may submit requests for exclusion or objections to the Settlement.
Neither side shall encourage any Class Member to opt out.

HH. “Service Award” means an award in the amount of \$10,000, or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

II. “Settlement” means the disposition of the Action pursuant to this Agreement.

JJ. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$11,000.00.

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

LL. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. “Workweeks,” shall mean any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member was employed by Defendants during the Class Period in California. The Settlement Administrator will calculate the Workweeks based on the Class Data and will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by

credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

II. RECITALS

- A. On May 19, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.
- B. On May 19, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2023-00021359-CU-OE-CTL (“Class Action”), alleging claims for:
1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 6. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;
 7. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and
 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.
- C. On July 25, 2023, Plaintiff filed this Action alleging a single cause of action for violations of PAGA.
- D. On June 22, 2023, Defendants removed the Class Action from San Diego County Superior Court to the Southern District of California, Case No. 3:23-cv-01161-JES-MMP.

- 1 E. On January 11, 2024, the Parties participated in a full day mediation with mediator
2 Steve Rottman, Esq. The mediation was unsuccessful. The Parties subsequently
3 engaged in significant written formal discovery in the class action and in the PAGA
4 action aimed at class certification.
- 5 F. On July 26, 2024, the Parties participated in a second full day mediation with mediator
6 Hon. Carl J. West (Ret.). The mediation concluded with a settlement after both sides
7 agreed to a Mediator's proposal which was subsequently memorialized in the form of
8 a Memorandum of Understanding ("MOU"). The Class Representative believes she
9 has claims based on alleged violations of the California Labor Code, and the Industrial
10 Welfare Commission Wage Orders, and that class certification is appropriate because
11 the prerequisites for class certification can be satisfied in the Action, and this action
12 is manageable as a PAGA representative action.
- 13 G. Defendants deny any liability or wrongdoing of any kind associated with the claims
14 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
15 Representative, alleged in the Operative Complaint, and/or alleged in the Class
16 Representative's PAGA notices to the LWDA are owed, and further contend that, for
17 any purpose other than settlement, the Action is not appropriate for class or
18 representative action treatment. Defendants contend, among other things, that at all
19 times they complied with the California Labor Code and the Industrial Welfare
20 Commission Wage Orders.
- 21 H. The Class Representative is represented by Class Counsel. Class Counsel investigated
22 the facts relevant to the Action, including conducting an independent investigation as
23 to the allegations, reviewing documents and information exchanged through informal
24 discovery, and reviewing documents and information provided by Defendants
25 pursuant to informal requests for information to prepare for mediation. Defendants
26 produced for the purpose of settlement negotiations certain employment data
27 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
28 of an expert. Based on their own independent investigation and evaluation, Class

Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendants agree to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

I. On September 26, 2024, the Parties stipulated to the filing of a First Amended Complaint in the Action that consolidates the Class Action and Action in the same action for settlement approval purposes. Upon entry of the First Amended Complaint, the Parties will submit a Joint Motion requesting to dismiss, without prejudice, *Rosa Solis v. 51st St. & 8th Ave. Corp., et al.*, Case No. 3:23-cv-01161-JES-MMP, currently pending in the Southern District of California.

J. On October 18, 2024, Plaintiff filed the Operative Complaint.

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

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

1 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
2 for any reason the settlement does not become effective, Defendants reserve the right
3 to contest certification of any class for any reason and reserve all available defenses
4 to the claims in the Action. The Settlement, this Agreement, and the Parties'
5 willingness to settle the Action will have no bearing on and will not be admissible in
6 connection with any litigation.

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendants.

10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendants will pay the sum of
12 the Individual Settlement Payments, the Service Award, the Class Counsel
13 Award, PAGA Payment, and the Settlement Administration Costs, as
14 specified in this Agreement, equal to the Gross Settlement Amount of One
15 Million, Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000). The
16 Parties agree that this is a non-reversionary Settlement and that no portion of
17 the Gross Settlement Amount shall revert to Defendants. Other than the
18 Defendants' share of employer payroll taxes and as provided in Section III.A.2
19 below, Defendants shall not be required to pay more than the Gross Settlement
20 Amount.

21 2. Class Size. Defendants represents that the Class was comprised of
22 approximately 837 individuals who collectively worked approximately
23 66,257 Workweeks during the Class Period. In regard hereto, Defendants
24 will provide a declaration under penalty of perjury confirming the number of
25 Class Members and Workweeks worked by the Class Members within three
26 (3) business days prior to filing of the Motion for Preliminary Approval.
27 Should the number of workweeks increase by more than 15% of what was
28 represented at the mediation during the Class Period, the Gross Settlement

Amount will increase proportionally for the number of workweeks over 115% of 66,257, for example, if the total workweeks in the Class Period are 125% of 66,257, the Gross Settlement Amount shall increase by 10%. If this clause is triggered, Defendant at its sole option will either pay the additional pro rata amount or shorten the Class Period covered by the Settlement Agreement to an earlier date at which only the represented number of workweeks plus 15% are covered by the Class Period.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to any amounts of uncashed checks and disbursed with the uncashed check residual except that if final approval is reversed on appeal, then Defendants is entitled to prompt return of the principal and all interest accrued.

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

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

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

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
 3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
 4. Defendants fully fund the Gross Settlement Amount.
- E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:
1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
 2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
 3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.
- F. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

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

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

20 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the
22 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
23 of this Agreement, and no written communication or disclosure between or among the
24 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
25 such communication or disclosure constitute or be construed or be relied upon as, tax
26 advice within the meaning of United States Treasury Department circular 230 (31 CFR
27 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
28 her or its own, independent legal and tax counsel for advice (including tax advice) in

1 connection with this Agreement, (b) has not entered into this Agreement based upon
2 the recommendation of any other Party or any attorney or advisor to any other Party,
3 and (c) is not entitled to rely upon any communication or disclosure by any attorney
4 or adviser to any other party to avoid any tax penalty that may be imposed on the
5 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
6 any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by
8 the acknowledging party of the tax treatment or tax structure of any transaction,
9 including any transaction contemplated by this Agreement.

10 J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
11 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
12 Preliminary Approval and supporting papers, which shall include this Settlement
13 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three
14 (3) business days prior to the filing of the Motion to give Defendants an opportunity
15 to review and comment upon the Motion.

16 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
17 establishing and administering the QSF; calculating, processing and mailing payments
18 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
19 mailing the Notice Packets to the Class Members as directed by the Court; receiving
20 and reporting the objections and requests for exclusion; calculating, deducting and
21 remitting all legally required taxes from Individual Settlement Payments and
22 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
23 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
24 individual shares of the Aggrieved Employee Payment; processing and mailing tax
25 payments to the appropriate state and federal taxing authorities; providing
26 declaration(s) as necessary in support of preliminary and/or final approval of this
27 Settlement; and other tasks as the Parties mutually agree or the Court orders the
28 Settlement Administrator to perform. The Settlement Administrator shall keep the

Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee

1 during the PAGA Period, if any, and the estimated amount of their
2 Individual Settlement Payment if they do not request to be excluded
3 from the Settlement and each Aggrieved Employees' share of the
4 Aggrieved Employee Payment, if any. The Settlement Administrator
5 shall use the Class Data to determine Class Members' Workweeks and
6 PAGA Pay Periods. The Notice will also advise the Aggrieved
7 Employees that they will release the Released PAGA Claims and will
8 receive their share of the Aggrieved Employee Payment regardless of
9 whether they request to be excluded from the Settlement.

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

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

26 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
27 Administrator as non-delivered on or before the Response Deadline shall be
28 re-mailed to any forwarding address provided within seven (7) days of

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

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

24 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
25 by the Settlement Administrator concerning the administration of the
26 Settlement will be resolved by the Court under the laws of the State of
27 California. Before any such involvement of the Court, counsel for the Parties
28

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

- 3 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
4 Class Members who wish to exclude themselves from the Settlement must
5 submit a written request for exclusion by the Response Deadline. The written
6 request for exclusion must state that the Class Member wishes to exclude
7 himself or herself from the Settlement and (1) must contain the name, address,
8 and the last four digits of the Social Security number of the person requesting
9 exclusion; (2) must be signed by the Class Member; (3) must be postmarked
10 or fax stamped by the Response Deadline and returned to the Settlement
11 Administrator at the specified address or fax telephone number; and (4)
12 contain a typewritten or handwritten notice stating in substance: "I wish to
13 opt out of the settlement of the class action lawsuit entitled *Solis v. 51st St. &*
14 *8th Ave. Corp., et al.*, currently pending in the San Diego Superior Court, Case
15 No. 37-2023-00031528. I understand that by requesting to be excluded from
16 the settlement, I will receive no money from the Settlement described in this
17 Notice." The request for exclusion will not be valid if it is not timely
18 submitted, if the Class Member does not sign it, or if it does not contain the
19 name and address and last four digits of the Social Security number of the
20 Class Member. The date of the postmark on the mailing envelope or fax stamp
21 on the request for exclusion shall be the exclusive means used to determine
22 whether the request for exclusion was timely submitted. Any Class Member
23 who requests to be excluded from the Settlement Class will not be entitled to
24 an Individual Class Payment and will not be otherwise bound by the terms of
25 the Settlement or have any right to object, appeal or comment thereon.
26 However, any Class Member that submits a timely request for exclusion that
27 is also a member of the Aggrieved Employees will still receive his/her pro rata
28 share of the PAGA Payment, as specified below, and in consideration, will be

1 bound by the Release by the Aggrieved Employees as set forth herein.
2 Settlement Class Members who fail to submit a valid and timely written
3 request for exclusion on or before the Response Deadline shall be bound by
4 all terms of the Settlement and any final judgment entered in this Action if the
5 Court approves the Settlement. No later than fourteen (14) calendar days after
6 the Response Deadline, the Settlement Administrator shall provide counsel
7 for the Parties with a final list of the Class Members who have timely
8 submitted written requests for exclusion. At no time shall any of the Parties
9 or their counsel seek to solicit or otherwise encourage members of the Class
10 to submit requests for exclusion from the Settlement.

- 11 8. Objections. The Notice of Class Action Settlement contained in the Notice
12 Packet shall state that Class Members who wish to object to the Settlement
13 may submit to the Settlement Administrator a written statement of objection
14 (“Notice of Objection”) by the Response Deadline. The postmark date of
15 mailing shall be deemed the exclusive means for determining that a Notice of
16 Objection was served timely. The Notice of Objection, if in writing, must be
17 signed by the Settlement Class Member and state: (1) the case name and
18 number; (2) the name of the Settlement Class Member; (3) the address of the
19 Settlement Class Member; (4) the last four digits of the Settlement Class
20 Member’s Social Security number; (5) the basis for the objection; and (6) if
21 the Settlement Class Member intends to appear at the Final
22 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
23 to make objections in writing in the manner specified above may still make
24 their objections orally at the Final Approval/Settlement Fairness Hearing with
25 the Court’s permission. Settlement Class Members will have a right to appear
26 at the Final Approval/Settlement Fairness Hearing to have their objections
27 heard by the Court regardless of whether they submitted a written objection.
28 At no time shall any of the Parties or their counsel seek to solicit or otherwise

1 encourage Class Members to file or serve written objections to the Settlement
2 or appeal from the Order and Final Judgment. Class Members who submit a
3 written request for exclusion may not object to the Settlement. Class Members
4 may not object to the PAGA Payment.

5 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
6 pay the Gross Settlement Amount plus any employer's share of payroll taxes as
7 mandated by law within the time specified hereinabove on the Funding Date.

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

23 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
24 Class Data, the Settlement Administrator shall add up the total number of
25 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
26 The respective PAGA Pay Periods for each Aggrieved Employees will be
27 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
28 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each

Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

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

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

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

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement

1 Payments and individual shares of the PAGA Payment provided for in this
2 Settlement agreement are the sole payments to be made by Defendants to
3 Settlement Class Members and/or Aggrieved Employees in connection with this
4 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
5 Class Members and/or Aggrieved Employees are not entitled to any new or
6 additional compensation or benefits as a result of having received the Individual
7 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

8 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
9 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
10 and/or Aggrieved Employees' last known mailing address no later than fifteen
11 (15) business days after the Funding Date.

12 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
13 Employees shall remain valid and negotiable for one hundred and eighty (180)
14 days from the date of their issuance. If a Settlement Class Member and/or
15 Aggrieved Employees does not cash his or her settlement check within ninety
16 (90) days, the Settlement Administrator will send a letter to such persons,
17 advising that the check will expire after the 180th day, and invite that
18 Settlement Class Member and/or Aggrieved Employees to request reissuance
19 in the event the check was destroyed, lost, or misplaced. In the event an
20 Individual Settlement Payment and/or Aggrieved Employees' individual
21 share of the PAGA Payment check has not been cashed within one hundred
22 and eighty (180) days, all funds represented by such uncashed checks, plus
23 any interest accrued thereon, shall be paid to the Community Law Project, a
24 Cy Pres, in accordance with California Code of Civil Procedure section 384.
25 The Parties agreed that under this procedure, there is no residue as the entire
26 Gross Settlement Amount will be distributed.

27 9. Service Award. In addition to the Individual Settlement Payment as a
28 Settlement Class Member and her individual share of the Aggrieved

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

- 19 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
20 for attorneys' fees not to exceed one-third of the Gross Settlement Amount
21 currently estimated to be Five Hundred Sixty-Six Thousand, Six Hundred
22 Sixty-Six Dollars and Sixty-Six Cents (\$566,666.66) **and** attorneys' expenses
23 supported by declaration not to exceed Sixty-Five Thousand Dollars and Zero
24 Cents (\$65,000.00). Any awarded Class Counsel Award shall be paid from
25 the Gross Settlement Amount. Any portion of the requested attorneys' fees
26 and/or attorneys' expenses that are not awarded to Class Counsel shall be part
27 of the Net Settlement Amount and shall be distributed to Settlement Class
28 Members as provided in this Agreement. The Settlement Administrator shall

1 allocate and pay the attorneys' fees to Class Counsel from the Gross
2 Settlement Amount no later than fifteen (15) calendar days after the Funding
3 Date. Class Counsel shall be solely and legally responsible to pay all
4 applicable taxes on the payment made pursuant to this paragraph. The
5 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
6 Counsel for the payments made pursuant to this paragraph. If the Court
7 reduces or does not approve the requested attorneys' fees, Plaintiff and Class
8 Counsel shall not have the right to revoke the Settlement, or to appeal such
9 order, and the Settlement will remain binding.

10 11. PAGA Payment. Eighty Thousand Dollars and Zero Cents (\$80,000.00) shall
11 be allocated from the Gross Settlement Amount for settlement of claims for
12 civil penalties under the Private Attorneys General Act of 2004 ("PAGA
13 Payment"). The Settlement Administrator shall pay seventy-five percent
14 (75%) of the PAGA Payment (\$60,000) to the California Labor and
15 Workforce Development Agency no later than fifteen (15) calendar days after
16 the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent
17 (25%) of the PAGA Payment (\$20,000) will be distributed to the Aggrieved
18 Employees as described in this Agreement (hereinafter "Aggrieved Employee
19 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
20 Employees, each Aggrieved Employee shall receive their pro-rata share of the
21 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
22 above.

23 12. Settlement Administration Costs. The Settlement Administrator shall be paid
24 for the costs of administration of the Settlement from the Gross Settlement
25 Amount. The estimate of the Settlement Administration Costs is \$11,000.00.
26 The Settlement Administrator shall be paid the Settlement Administration
27 Costs no later than fifteen (15) calendar days after the Effective Date.
28

1 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Service Award, the Class Counsel Award, the PAGA
6 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
7 with a draft of the Motion at least three (3) business days prior to the filing of the
8 Motion to give Defendants an opportunity to propose changes or additions to the
9 Motion.

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the full names of any Class Members who opt
16 out of the Settlement, the number of objections received, the amount of the
17 average, lowest, and highest Individual Settlement Payments, the amount of
18 the average, lowest, and highest Aggrieved Employee Payments, the
19 Settlement Administration Costs, and any other information as the Parties
20 mutually agree or the Court orders the Settlement Administrator to provide.

21 2. Final Approval Order and Judgment. Class Counsel shall present an Order
22 Granting Final Approval of Class Action Settlement to the Court for its
23 approval, and Judgment thereon, at the time Class Counsel files the Motion
24 for Final Approval. The Order and Judgment shall include the full names of
25 any Class Members who opt out of the Settlement.

26 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
27 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
28 Final Approval, including the Order Granting Final Approval of Class Action

1 Settlement, and Judgment at least three (3) business days in advance of filing with the
2 Court. The Parties and their counsel will cooperate with each other and use their best
3 efforts to affect the Court's approval of the Motions for Preliminary and Final
4 Approval of the Settlement, and entry of Judgment.

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

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

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

12 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is
13 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
14 which shall provide for a separate individual payment, and which shall provide for an
15 additional broad release, including a waiver of Civil Code Section 1542. That release,
16 waiver and discharge of all claims shall include, but will not be limited to, any and all
17 claims arising out of the Action, as well as additional claims described in the individual
18 settlement agreement, which are separate and different from the claims alleged in the
19 Action. The Parties acknowledge such approval of this Agreement may require
20 disclosure of the Individual Settlement, and consent to same for that limited purpose.

21 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
22 described in paragraph "R" immediately above, this Agreement and any attached
23 Exhibit constitute the entire Agreement among these Parties, and no oral or written
24 representations, warranties or inducements have been made to any Party concerning
25 this Agreement or its Exhibit other than the representations, warranties and covenants
26 contained and memorialized in this Agreement and its Exhibit.

27 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate

1 this Agreement and to take all appropriate Action required or permitted to be taken by
2 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
3 documents required to effectuate the terms of this Agreement. The persons signing
4 this Agreement on behalf of Defendants represents and warrants that he/she is
5 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
6 warrants that she is authorized to sign this Agreement and that she has not assigned
7 any claim, or part of a claim, covered by this Settlement to a third-party.

8 U. No Public Comment: The Parties and their counsel agree that they will not issue any
9 press releases, initiate any contact with the press, respond to any press inquiry, or have
10 any communication with the press about the fact, amount, or terms of the Settlement
11 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
12 of its terms for any marketing or promotional purposes. Nothing herein will restrict
13 Class Counsel from including publicly available information regarding this settlement
14 in future judicial submissions regarding Class Counsel's qualifications and experience.
15 Further, Class Counsel will not include, reference, or use the Settlement Agreement
16 for any marketing or promotional purposes, either before or after the Motion for
17 Preliminary Approval is filed.

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

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

22 X. Counterparts. This Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them shall be deemed to be one and the same
24 instrument provided that counsel for the Parties to this Agreement shall exchange
25 among themselves copies or originals of the signed counterparts.

26 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
27 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
28

Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

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

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

BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph “R” above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and

Released PAGA Claims have no merit and do not give rise to liability and Defendants expressly deny any and all liability stemming from the Released Class Claims and Released PAGA Claims. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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

2 DATED: 12/19/2024

Signature: Rosa Maria Del Carmen Solis
Rosa Maria Del Carmen Solis (Dec 19, 2024 22:23 PST)

Email: rosasolis1224@gmail.com

ROSA SOLIS

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

7 DATED: _____

51ST ST. & 8TH AVE. CORP.

Printed Name

Title

13 DATED: _____

LOEWS CORONADO HOTEL CORPORATION

Printed Name

Title

19 DATED: _____

LOEW'S HOTELS, INC.

Printed Name

Title

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

2 DATED: _____

3
4 ROSA SOLIS

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

6
7 DATED: December 5, 2024

DocuSigned by:
Brian Pasquarelli
D5D2C9D43CDE42B...
51ST ST. & 8TH AVE. CORP.
Brian Pasquarelli

8
9
10 Printed Name
11 VP, HR Operations
12 Title

13 DATED: December 5, 2024

DocuSigned by:
Brian Pasquarelli
D5D2C9D43CDE42B...
LOEWS CORONADO HOTEL CORPORATION
Brian Pasquarelli

14
15
16 Printed Name
17 VP, HR Operations
18 Title

19 DATED: December 5, 2024

DocuSigned by:
Brian Pasquarelli
D5D2C9D43CDE42B...
LOEW'S HOTELS, INC.
Brian Pasquarelli

20
21
22 Printed Name
23 VP, HR Operations
24 Title

25
26
27
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: December 20, 2024

JCL LAW FIRM, A.P.C.

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
Members

7
8
9 DATED: December 20, 2024

ZAKAY LAW GROUP, APLC

10 By: 

11 Shani O. Zakay, Esq.

12 Attorneys for Plaintiff and the Settlement Class
Members

13 DATED: December 20, 2024

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

14 By: 

15 Tatiana Hernandez, Esq.

16 Attorneys for Plaintiff and the Settlement Class
Members

17
18 DATED: _____

GREENBERG TRAURIG, LLP

19 By: _____

20 Ellen M. Bronchetti, Esq.

21 Attorneys for Defendants

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

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8
9 DATED: _____

ZAKAY LAW GROUP, APLC

10 By: _____

11 Shani O. Zakay, Esq.

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: _____

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

15 By: _____

16 Tatiana Hernandez, Esq.

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19 DATED: 12/5/2024

GREENBERG TRAURIG, LLP

20 By:  _____

21 Ellen M. Bronchetti, Esq.

22 Attorneys for Defendants
23
24
25
26
27
28

EXHIBIT A

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

(*Rosa Solis v. 51st St. & 8th Ave. Corp., et al*, San Diego County Superior Court Case No. 37-2023-00031528-CU-OE-CTL)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Rosa Solis (“Plaintiff”) and Defendants 51st St. & 8th Ave. Corp., Loews Coronado Hotel Corporation, and Loew’s Hotels, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All persons who are or previously were employed by Defendant 51st St. & 8th Ave. Corp. and/or Defendant Loews Coronado Hotel Corporation and/or Defendant Loew’s Hotels, Inc. (“Defendants”) who performed work in California and were classified as non-exempt employees at any time during the period beginning May 19, 2019, to October 7, 2024 (“Class Period”).

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

2. What is this class action lawsuit about?

On May 19, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2023-00021359-CU-OE-CTL (“Class Action”), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197

& 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

On May 19, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On July 25, 2023, Plaintiff filed this Action alleging a single cause of action for violations of PAGA. On June 22, 2023, Defendants removed the Class Action from San Diego County Superior Court to the Southern District of California, Case No. 3:23-cv-01161-JES-AHG.

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

On January 11, 2024, the Parties participated in a full day mediation with mediator Steve Rottman, Esq. The mediation was unsuccessful. Subsequently, the Parties engaged in significant formal discovery in the Class Action and in the PAGA Action aimed at class certification. On July 26, 2024, the Parties participated in a second full day mediation with mediator Hon. Carl J. West (Ret.). At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Law Office of Tatiana Hernandez, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million, Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$11,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$566,666.66) and actually incurred litigation expenses of not more than \$65,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$80,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$60,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$20,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt California employees employed by Defendants at any time during the period beginning May 19, 2022, to October 7, 2024 ("PAGA Period").

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

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have << ____ >> Workweeks worked during the Class Period May 19, 2019, to October 7, 2024).

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

Defendants' records reflect that you have << ____ >> pay periods worked during the PAGA Period (May 19, 2022, to October 7, 2024).

Based on this information, your estimated Aggrieved Employee Payment is << ____ >>.

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Rosa Solis v. 51st St. & 8th Ave. Corp., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00031528-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rosa Solis v. 51st St. & 8th Ave. Corp., et al., San Diego County Superior Court, Case No. 37-2023-00031528-CU-OE-CTL***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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Counsel for Defendants:

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Greenberg Traurig, LLP
101 Second Street, Suite 2200
San Francisco, CA 94105-3668
Tel: 415-655-1300
ellen.bronchetti@gtlaw.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Diego County Superior Court, Department C-70, located at 330 West Broadway, San Diego, CA 92101 before Judge Carolyn Caietti. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Rosa Solis v. 51st St. & 8th Ave. Corp., et al., San Diego County Superior Court, Case No. 37-2023-00031528-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.