

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

John G. Yslas (SBN 187324)  
john.yslas@wilshirelawfirm.com  
Jeffrey C. Bils (SBN 301629)  
jeffrey.bils@wilshirelawfirm.com  
Aram Boyadjian (SBN 334009)  
aram.boyadjian@wilshirelawfirm.com  
Lisa B. Iturriaga (SBN 339678)  
lisa.iturriaga@wilshirelawfirm.com  
Andrew Sandoval (SBN 346996)  
andrew.sandoval@wilshirelawfirm.com

**WILSHIRE LAW FIRM**  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, California 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiff Kayla Kurges, individually  
and on behalf of others similarly situated

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

KAYLA KURGES, individually, and on behalf  
of all others similarly situated,

*Plaintiff,*

v.

KHANNA ENTERPRISES, LTD. DBA  
SHERATON AGOURA HILLS, a California  
limited partnership; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: 24STCV01590

*Assigned for all purposes to:  
Hon. Timothy Patrick Dillon  
Dept. 15*

**CLASS ACTION SETTLEMENT  
AGREEMENT**

1 John A. Mavros (SBN 257673)  
jmavros@fisherphillips.com  
2 Sarah G. Bennett (SBN 329901)  
sbennett@fisherphillips.com  
3 **FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
4 Irvine, California 92614  
Telephone: (949) 851-2424  
5 Facsimile: (949) 851-0152

6 Attorneys for Defendant Khanna Enterprises,  
7 LTD. dba Sheraton Agoura Hills

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 This Class Action Settlement Agreement (“Agreement”) is made by and between  
2 Plaintiff Kayla Kurges (“Plaintiff”) and Defendant Khanna Enterprises, LTD. dba Sheraton  
3 Agoura Hills (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as  
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour  
7 violations against Defendant captioned *Kayla Kurges v. Khanna Enterprises, LTD. dba*  
8 *Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No. 24STCV01590, filed  
9 on January 19, 2024 (“Class Action”).

10 1.2 “Administrator” means APEX Class Action Administration, the neutral entity the  
11 Parties have agreed to appoint to administer the Settlement.

12 1.3 “Administration Costs” means the amount the Administrator will be paid from the  
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with  
14 the Administrator’s “not to exceed” bid submitted to the Court in connection with  
15 Preliminary Approval of the Settlement.

16 1.4 “Class” means all non-exempt, hourly individuals who worked for Defendant (i.e., in  
17 the Sheraton Agoura Hills location) in California during the Class Period who did not sign  
18 the most recent arbitration agreement that was initially rolled out in 2022.

19 1.5 “Class Counsel” means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.  
20 Iturriaga and Andrew Sandoval of Wilshire Law Firm, PLC.

21 1.6 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class  
22 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will  
23 request approval from the Court of up to one-third (1/3) of the GSA (currently \$66,666.66).

24 1.7 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class  
25 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the  
26 Action, not to exceed \$25,000.00, and paid from the Gross Settlement Amount.  
27  
28

1 1.8 “Class Data” means Class Member identifying information in Defendant’s possession  
2 including the Class Member’s name, last-known mailing address, Social Security number,  
3 and number of Workweeks.

4 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as  
5 either a Participating Class Member or Non-Participating Class Member.

6 1.10 “Class Member Address Search” means the Administrator’s investigation and  
7 search for current Class Member mailing addresses using all reasonably available sources,  
8 methods, and means including, but not limited to, the National Change of Address database,  
9 skip traces, and direct contact by the Administrator with Class Members.

10 1.11 “Class Notice” means the Court approved Notice of Settlement and hearing  
11 date for Final Approval, to be mailed to Class Members in English with a Spanish translation  
12 in the form, without material variation, attached as Exhibit A and incorporated by reference  
13 into this Agreement.

14 1.12 “Class Period” or “Settlement Class Period” means the period from July 25,  
15 2019 through December 14, 2024.

16 1.13 “Class Representative(s)” means the named Plaintiff Kayla Kurges in the  
17 Action.

18 1.14 “Class Representative Service Payment(s)” or “Enhancement Award(s)”  
19 means the payment to the Class Representative for initiating the Action and providing  
20 services in support of the Action.

21 1.15 “Court” means the Superior Court of California, County of Los Angeles.

22 1.16 “Defendant” means named Defendant Khanna Enterprises, LTD. dba Sheraton  
23 Agoura Hills.

24 1.17 “Defense Counsel” means John A. Mavros and Sarah G. Bennett of Fisher &  
25 Phillips, LLP.

26 1.18 “Effective Date” means the date by which both of the following have occurred:  
27 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and  
28 (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:

1 (a) if no Participating Class Member objects to the Settlement, the day the Court enters  
2 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day  
3 after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal  
4 from the Judgment is filed, the day after the appellate court affirms the Judgment and issues  
5 a remittitur.

6 1.19 “Final Approval” means the Court’s order granting final approval of the  
7 Settlement.

8 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final  
9 Approval of the Settlement.

10 1.21 “Final Judgment” means the Judgment entered by the Court upon granting  
11 Final Approval of the Settlement.

12 1.22 “Gross Settlement Amount” or “GSA” means \$200,000.00, which is the total  
13 amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9  
14 below.

15 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata  
16 share of the Net Settlement Amount calculated according to the number of Workweeks  
17 worked during the Class Period.

18 1.24 “Judgment” means the judgment entered by the Court based upon the Final  
19 Approval.

20 1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the  
21 following payments in the amounts approved by the Court: Enhancement Award, Class  
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration  
23 Costs Payment. The remainder is to be paid to Participating Class Members as Individual  
24 Class Payments.

25 1.26 “Non-Participating Class Member” means any Class Member who opts out of  
26 the Settlement by sending the Administrator a valid and timely Request for Exclusion.

27 1.27 “Operative Class Complaint” means the operative class action complaint filed  
28 in the Class Action.

1 1.28 “Participating Class Member” means a Class Member who does not submit a  
2 valid and timely Request for Exclusion from the Settlement.

3 1.29 “Plaintiff” means Kayla Kurges, the named plaintiff in the Action.

4 1.30 “Preliminary Approval” means the Court’s Order Granting Preliminary  
5 Approval of the Settlement.

6 1.31 “Preliminary Approval Order” means the proposed Order Granting  
7 Preliminary Approval.

8 1.32 “Released Class Claims” means the claims being released as described in  
9 Paragraph 5.2 below.

10 1.33 “Released Parties” means Defendant and Defendant’s parents, subsidiaries,  
11 affiliates, insurers, related entities and divisions, and each of their respective: (i)  
12 predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors,  
13 administrators, principals, officers, directors, shareholders, employees, founders, members,  
14 assigns, insurers, attorneys, and all others claiming through or by any of them.

15 1.34 “Request for Exclusion” means a Class Member’s submission of a written  
16 request to be excluded from the Class Settlement signed by the Class Member.

17 1.35 “Response Deadline” means forty-five (45) days after the Administrator mails  
18 Notice to Class Members, and shall be the last date on which Class Members may: (a) fax,  
19 email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or  
20 her Objection to the Settlement. Class Members to whom Notice packets are resent after  
21 having been returned undeliverable to the Administrator shall have an additional fourteen  
22 (14) calendar days beyond the Response Deadline has expired.

23 1.36 “Settlement” means the disposition of the Action effected by this Agreement  
24 and the Judgment.

25 1.37 “Workweek” means any week during which a Class Member worked for  
26 Defendant for at least one day, during the Class Period.

27 **2. RECITALS.**

1           2.1           On January 19, 2024, Plaintiff filed the Class Action alleging Defendant (1)  
2 failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed  
3 to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely  
4 pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7)  
5 failed to indemnify employees for expenditures; (8) failed to produce requested employment  
6 records; and (9) violated California’s Unfair Competition Law, California Business and  
7 Professions Code section 17200, *et seq.* The Class Action Complaint is the Operative Class  
8 Complaint.

9           2.2           Defendant denies the allegations in the Operative Class Complaint, denies any  
10 failure to comply with the laws identified in the Operative Class Complaint, and denies any  
11 and all liability for the causes of action alleged in the Operative Class Complaint.

12           2.3           On October 15, 2024, the Parties participated in an all-day mediation presided  
13 over by mediator Marc Feder. With the help of Mr. Feder, the Parties were able to reach an  
14 agreement on general settlement terms shortly after the mediation and executed a  
15 Memorandum of Understanding on October 25, 2024.

16           2.4           In advance of mediation, Class Counsel conducted a thorough investigation  
17 into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and  
18 analyzed a representative sampling of time and payroll data for Class Members and the  
19 necessary policy documents through informal discovery to properly evaluate the strengths  
20 and weakness of the claims and engage in meaningful settlement discussions. Plaintiff’s  
21 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*  
22 *Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*,  
23 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

24           2.5           The Court has not granted class certification because the Parties engaged in  
25 mediation before any class certification.

26           2.6           The Parties, Class Counsel and Defense Counsel represent that they are not  
27 aware of any other pending matter or action asserting claims that will be extinguished or  
28 affected by the Settlement.

1     **3.     MONETARY TERMS.**

2             3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
3 Defendant will pay \$200,000.00 to fully settle, resolve, and extinguish all claims asserted in  
4 the Action. The Gross Settlement Amount is non-reversionary and does not include employer  
5 payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant  
6 will pay separately.

7             3.2         Payments from the Gross Settlement Amount. The Administrator will make  
8 and deduct the following payments from the Gross Settlement Amount, in the amounts  
9 specified by the Court in the Final Approval:

10             3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more  
11 than \$10,000.00 in addition to any Individual Class Payment the Class Representative is  
12 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's  
13 request for an Enhancement Award that does not exceed this amount. As part of the motion  
14 for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court  
15 approval for any Enhancement Award no later than 16 (sixteen) court days prior to the Final  
16 Approval Hearing, or as otherwise ordered by the Court. If the Court approves an  
17 Enhancement Award less than the amount requested, the Administrator will retain the  
18 remainder in the Net Settlement Amount to be distributed to Participating Class Members.  
19 The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes  
20 full responsibility and liability for employee taxes owed on the Enhancement Award.

21             3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third  
22 (1/3) of the GSA, which is currently estimated to be \$66,666.66 and a Class Counsel  
23 Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose  
24 requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class  
25 Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to  
26 the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a  
27 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than  
28 the amounts requested, the Administrator will allocate the remainder to the Net Settlement

1 Amount for distribution to Participating Class Members. Released Parties shall have no  
2 liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any  
3 portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.  
4 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses  
5 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and  
6 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation  
7 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any  
8 dispute or controversy regarding any division or sharing of any of these Payments.

9       3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to  
10 exceed \$6,490.00 except for a showing of good cause and as approved by the Court. To the  
11 extent the Administration Costs are less or the Court approves payment of less than  
12 requested, the Administrator will retain the remainder in the Net Settlement Amount to be  
13 distributed to Participating Class Members.

14       3.2.4 To Each Participating Class Member: An Individual Class Payment is  
15 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks  
16 worked by all Participating Class Members during the Class Period, and (b) multiplying the  
17 result by each individual Participating Class Member's Workweeks.

18       3.2.4.1 Tax Allocation of Individual Class Payments. Twenty-five percent  
19 (25%) of each Participating Class Member's Individual Class Payment will be allocated to  
20 the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax  
21 withholding and will be reported on an IRS W-2 Form. The remaining seventy-five percent  
22 (75%) of each Participating Class Member's Individual Class Payment will be allocated to  
23 the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage  
24 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.  
25 Participating Class Members assume full responsibility and liability for any employee taxes  
26 owed on their Individual Class Payment.

27       3.2.4.2 Effect of Non-Participating Class Members on Calculation of  
28 Individual Class Payments. Non-Participating Class Members will not receive any Individual

1 Class Payments. The Administrator will retain amounts equal to their Individual Class  
2 Payments in the Net Settlement Amount for distribution to Participating Class Members on  
3 a pro-rata basis.

4 4. **SETTLEMENT FUNDING AND PAYMENTS.**

5 4.1 Class Workweeks. Based on a review of its records, Defendant represents there are  
6 137 Class Members who collectively worked a total of 9,072 workweeks during the Class  
7 Period.

8 4.2 Class Data. Not later than 14 (fourteen) days after the Court grants Preliminary  
9 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in  
10 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
11 Administrator must maintain the Class Data in confidence, use the Class Data only for  
12 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to  
13 Administrator employees who need access to the Class Data to effect and perform under this  
14 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it  
15 discovers that the Class Data omitted class member identifying information and to provide  
16 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the  
17 deadline by which Defendant must send the Class Data to the Administrator, the Parties and  
18 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise  
19 resolve any issues related to missing or omitted Class Data.

20 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
21 Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes  
22 by transmitting the funds to the Administrator no later than thirty (30) calendar days after  
23 the Effective Date.

24 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
25 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments,  
26 the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel  
27 Litigation Expenses Payment, and the Enhancement Award. Disbursement of the Class  
28

1 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
2 Enhancement Award shall not precede disbursement of Individual Class Payments.

3 4.4.1 The Administrator will issue checks for the Individual Class Payments and  
4 send them to the Class Members via First Class U.S. Mail. The face of each check shall  
5 prominently state the date (180 days after the date of mailing) when the check will be voided  
6 (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The  
7 Administrator will send checks for Individual Settlement Payments to all Participating Class  
8 Members (including those for whom the Class Notice was returned undelivered). Before  
9 mailing any checks, the Settlement Administrator must update the recipients’ mailing  
10 addresses using the National Change of Address Database.

11 4.4.2 The Administrator must conduct a Class Member Address Search for all other  
12 Class Members whose checks are returned undelivered without USPS forwarding address.  
13 Within seven (7) days of receiving a returned check, the Administrator must re-mail checks  
14 to the USPS forwarding address provided or to an address ascertained through the Class  
15 Member Address Search. The Administrator need not take further steps to deliver checks to  
16 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall  
17 promptly send a replacement check to any Class Member whose original check was lost or  
18 misplaced, requested by the Class Member prior to the void date.

19 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and  
20 canceled after the void date, the Administrator shall transmit the funds represented by such  
21 checks to the California Controller's Unclaimed Property Fund in the name of the Class  
22 Member thereby leaving no “unpaid residue” subject to the requirements of California Code  
23 of Civil Procedure Section 384, subd. (b).

24 4.4.4 The payment of Individual Class Payments shall not obligate Defendant to  
25 confer any additional benefits or make any additional payments to Class Members (such as  
26 401(k) contributions or bonuses) beyond those specified in this Agreement.

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the  
28 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the

1 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims  
2 against all Released Parties as follows:

3       5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all claims,  
4 transactions, or occurrences, that occurred during the Class Period, including all claims that  
5 were, or reasonably could have been, alleged, based on the facts contained in the Actions;  
6 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act,  
7 Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent  
8 claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any  
9 claims or actions to enforce this Agreement, or to any claims for vested benefits,  
10 unemployment benefits, disability benefits, social security benefits, workers' compensation  
11 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff  
12 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the  
13 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
14 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such  
15 different or additional facts or Plaintiff's discovery of them.

16       5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
17 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
18 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

19           A general release does not extend to claims that the creditor or releasing party  
20           does not know or suspect to exist in his or her favor at the time of executing  
21           the release, and that if known by him or her would have materially affected his  
22           or her settlement with the debtor or Released Party.

23       5.2 Released Class Claims: All Participating Class Members will waive and release all  
24 claims, rights, demands, liabilities, and causes of action alleged or which could have  
25 reasonably been alleged based on the facts alleged in the Operative Complaint during the  
26 Class Period against the Released Parties (defined above), including but not limited to claims  
27 arising from alleged: (a) failed to pay minimum and straight time wages; (b) failed to pay  
28 overtime wages; (c) failed to provide meal periods; (d) failed to authorize and permit rest

1 periods; (e) failed to timely pay final wages at termination; (f) failed to provide accurate  
2 itemized wage statements; (g) failed to indemnify employees for expenditures; (h) failed to  
3 produce requested employment records; and (i) violated California’s Unfair Competition  
4 Law, California Business and Professions Code section 17200, *et seq.* (collectively the  
5 “Released Class Claims”).

6 **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a  
7 motion for preliminary approval (“Motion for Preliminary Approval”).

8 **6.1 Plaintiff’s Responsibilities.** Plaintiff will prepare all documents necessary for  
9 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in  
10 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement  
11 under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft  
12 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to  
13 exceed” bid for administering the Settlement and attesting to its willingness to serve;  
14 competency; operative procedures for protecting the security of Class Data; amounts of  
15 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts  
16 relevant to any actual or potential conflicts of interest with Class Members; and the nature  
17 and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;  
18 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and  
19 disclosing all facts relevant to any actual or potential conflicts of interest with Class  
20 Members, and/or the Administrator; (vi) a signed declaration from the Class Counsel’s firm  
21 attesting to its competency to represent the Class Members; and all facts relevant to any  
22 actual or potential conflict of interest with Class Members, and/or the Administrator. In their  
23 Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other  
24 pending matter or action asserting claims that will be extinguished or adversely affected by  
25 the Settlement.

26 **6.2 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly  
27 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel  
28 will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion

1 for Preliminary Approval no later than sixteen (16) court days before the hearing, unless  
2 otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the  
3 Administrator.

4 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
5 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
6 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in  
7 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not  
8 grant Preliminary Approval or conditions Preliminary Approval on any material change to  
9 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on  
10 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the  
11 Agreement and otherwise satisfy the Court's concerns.

12 7. **SETTLEMENT ADMINISTRATION.**

13 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action  
14 Administration to serve as the Administrator and verified that, as a condition of appointment,  
15 the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all  
16 duties specified in this Agreement in exchange for payment of Administration Costs. The  
17 Parties and their Counsel represent that they have no interest or relationship, financial or  
18 otherwise, with the Administrator other than a professional relationship arising out of prior  
19 experiences administering settlements.

20 7.2 Employer Identification Number. The Administrator shall have and use its own  
21 Employer Identification Number for purposes of calculating payroll tax withholdings and  
22 providing reports to state and federal tax authorities.

23 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury  
25 Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA  
26 sums paid into the QSF prior to distribution by the Administrator will become part of the  
27 NSA for distribution to Participating Class Members.

28 7.4 Notice to Class Members.

1           7.4.1 No later than five (5) calendar days after receipt of the Class Data, the  
2 Administrator shall notify Class Counsel that the list has been received and state the number  
3 of Class Members and Workweeks in the Class Data.

4           7.4.2 Using best efforts to perform as soon as possible, and in no event later than  
5 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class  
6 Members identified in the Class Data, via first-class United States Postal Service (“USPS”)  
7 mail, the Class Notice with Spanish translation substantially in the form attached to this  
8 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the  
9 dollar amounts of any Individual Class Payment payable to the Class Member, and the  
10 number of Workweeks used to calculate these amounts. Before mailing Class Notices, the  
11 Administrator shall update Class Member addresses using the National Change of Address  
12 database.

13           7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any  
14 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
15 Notice using any forwarding address provided by the USPS. If the USPS does not provide a  
16 forwarding address, the Administrator shall conduct a Class Member Address Search, and  
17 re-mail the Class Notice to the most current address obtained. The Administrator has no  
18 obligation to make further attempts to locate or send Class Notice to Class Members whose  
19 Class Notice is returned by the USPS a second time.

20           7.4.4 The deadlines for Class Members’ written objections, challenges to  
21 Workweeks, and Requests for Exclusion will be extended an additional fourteen days (14)  
22 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class  
23 Members whose notice is re-mailed. The Administrator will inform the Class Member of the  
24 extended deadline with the re-mailed Class Notice.

25           7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
26 discovers any persons who believe they should have been included in the Class Data and  
27 should have received Class Notice, the Parties will expeditiously meet and confer in person  
28 or by telephone, and in good faith in an effort to agree on whether to include them as Class

1 Members. If the Parties agree, such persons will be Class Members entitled to the same rights  
2 as other Class Members, and the Administrator will send, via email or overnight delivery, a  
3 Class Notice requiring them to exercise options under this Agreement not later than fourteen  
4 (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever  
5 are later.

6 7.5 Requests for Exclusion (Opt-Outs).

7 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class  
8 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for  
9 Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice  
10 (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed).  
11 A Request for Exclusion is a letter from a Class Member or his/her representative that  
12 reasonably communicates the Class Member's election to be excluded from the Settlement  
13 and includes the Class Member's name, address and email address or telephone number. To  
14 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the  
15 Response Deadline.

16 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because  
17 it fails to contain all the information specified in the Class Notice. The Administrator shall  
18 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
19 identity of the person as a Class Member and the Class Member's desire to be excluded. The  
20 Administrator's determination shall be final and not appealable or otherwise susceptible to  
21 challenge. If the Administrator has reason to question the authenticity of a Request for  
22 Exclusion, the Administrator may demand additional proof of the Class Member's identity.  
23 The Administrator's determination of authenticity shall be final and not appealable or  
24 otherwise susceptible to challenge.

25 7.5.3 Every Class Member who does not submit a timely and valid Request for  
26 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to  
27 all benefits and bound by all terms and conditions of the Settlement, including the  
28 Participating Class Members' Releases under paragraphs 5.2 of this Agreement, regardless

1 of whether the Participating Class Member actually receives the Class Notice or objects to  
2 the Settlement.

3 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is  
4 a Non-Participating Class Member and shall not receive an Individual Class Payment or have  
5 the right to object to the class action components of the Settlement.

6 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five  
7 (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14)  
8 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class  
9 Workweeks allocated to the Class Member in the Class Notice. The Class Member may  
10 challenge the allocation by communicating with the Administrator via fax, email or mail.  
11 The Administrator must encourage the challenging Class Member to submit supporting  
12 documentation. In the absence of any contrary documentation, the Administrator is entitled  
13 to presume that the Workweeks contained in the Class Notice are correct so long as they are  
14 consistent with the Class Data. The Administrator's determination of each Class Member's  
15 allocation of Workweeks shall be final and not appealable or otherwise susceptible to  
16 challenge. The Administrator shall promptly provide copies of all challenges to the  
17 calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's  
18 determination of the challenges.

19 7.7 Objections to Settlement.

20 7.7.1 Only Participating Class Members may object to the class action components  
21 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,  
22 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation  
23 Expenses Payment and/or Enhancement Award.

24 7.7.2 Participating Class Members may send written objections to the  
25 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may  
26 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the  
27 Final Approval Hearing. A Participating Class Member who elects to send a written objection  
28 to the Administrator must do so not later than forty-five (45) days after the Administrator's

1 mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose  
2 Class Notice was re-mailed).

3 7.7.3 Non-Participating Class Members have no right to object to any of the class  
4 action components of the Settlement.

5 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to  
6 be performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
8 establish, maintain and use an internet website to post information of interest to Class  
9 Members including the date, time and location for the Final Approval Hearing and copies of  
10 the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order;  
11 Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class  
12 Counsel Litigation Expenses Payment and Enhancement Award; the Final Approval Order;  
13 and the Judgment. The Administrator will also maintain and monitor an email address and a  
14 toll-free telephone number to receive Class Member calls, faxes and emails.

15 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
16 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not  
17 later than five (5) days after the expiration of the deadline for submitting Requests for  
18 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel  
19 containing (a) the names and other identifying information of Class Members who have  
20 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other  
21 identifying information of Class Members who have submitted invalid Requests for  
22 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid  
23 or invalid).

24 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written  
25 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:  
26 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
27 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks  
28 received and/or resolved, and checks mailed for Individual Class Payments (“Weekly

1 Report"). The Weekly Reports must include the Administrator's assessment of the validity  
2 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
3 received.

4 7.8.4 Workweek Challenges. The Administrator has the authority to address and  
5 make final decisions consistent with the terms of this Agreement on all Class Member  
6 challenges over the calculation of Workweeks. The Administrator's decision shall be final  
7 and not appealable or otherwise susceptible to challenge.

8 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date  
9 by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
10 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration  
11 suitable for filing in Court attesting to its due diligence and compliance with all of its  
12 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,  
13 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate  
14 Class Members, the total number of Requests for Exclusion from Settlement it received (both  
15 valid or invalid), the number of written objections and attach the Exclusion List. The  
16 Administrator will supplement its declaration as needed or requested by the Parties and/or  
17 the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

18 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the  
19 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will  
20 provide Class Counsel and Defense Counsel with a final report detailing its disbursements  
21 by employee identification number only of all payments made under this Agreement. At least  
22 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and  
23 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
24 Court attesting to its disbursement of all payments required under this Agreement. Class  
25 Counsel is responsible for filing the Administrator's declaration in Court.

26 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,  
27 Defendant represents there are 137 Class Members who collectively worked a total of 9,072  
28 Workweeks during the Class Period. Should the Workweeks increase more than 10% (i.e.

1 more than 907 workweeks), then the GSA will be increased proportionally by the number of  
2 workweeks worked in excess of 10%. For example, if the number of total workweeks  
3 increases by 15% over 9,072 Workweeks, the GSA will increase by 5%. If this provision, is  
4 triggered, the Parties agree that the portion of the GSA allocated to Class Counsel Fees  
5 Payment will increase proportionally such that the total amount of Class Counsel Fees  
6 Payment remains one-third (1/3) of the GSA after the upward adjustment required by this  
7 provision is implemented.

8 9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the valid Requests for Exclusion  
9 identified in the Exclusion List represent more than an aggregate total of 10% of Class  
10 Members (i.e. more than 14 opt-outs), Defendant may, but is not obligated, to elect to  
11 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement  
12 shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have  
13 any further obligation to perform under this Agreement; provided, however, Defendant will  
14 remain responsible for paying all Settlement Administration Costs incurred to that point.  
15 Defendant will meet and confer with Class Counsel before withdrawing from the Settlement  
16 pursuant to this provision no later than five (5) business days after the Administrator sends  
17 the final Exclusion List to Defense Counsel; late elections will have no effect.

18 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before  
19 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff  
20 will file in Court, a Motion for Final Approval of the Settlement that includes a Proposed  
21 Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”).  
22 Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the  
23 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and  
24 confer in person or by telephone, and in good faith, to resolve any disagreements concerning  
25 the Motion for Final Approval.

26 10.1 **Response to Objections.** Each Party retains the right to respond to any  
27 objection raised by a Participating Class Member, including the right to file responsive  
28

1 documents in Court no later than five (5) court days prior to the Final Approval Hearing, or  
2 as otherwise ordered or accepted by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions  
4 Final Approval on any material change to the Settlement (including, but not limited to, the  
5 scope of release to be granted by Class Members), the Parties will expeditiously work  
6 together in good faith to address the Court's concerns by revising the Agreement as necessary  
7 to obtain Final Approval. The Court's decision to award less than the amounts requested for  
8 the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
9 Payment, and/or Administrator Costs Payment shall not constitute a material modification to  
10 the Agreement within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
12 Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement  
13 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing  
14 settlement administration matters, and (iii) addressing such post-Judgment matters as are  
15 permitted by law.

16 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
17 and conditions of this Agreement, specifically including the Class Counsel Fees Payment  
18 and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties,  
19 their respective counsel, and all Participating Class Members who did not object to the  
20 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
21 including all rights to post-judgment and appellate proceedings, the right to file motions to  
22 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
23 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
24 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement  
25 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
26 final, except as to matters that do not affect the amount of the Net Settlement Amount.

27 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.  
28 If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires

1 a material modification of this Agreement (including, but not limited to, the scope of release  
2 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
3 nevertheless expeditiously work together in good faith to address the appellate court's  
4 concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any  
5 additional Administration Costs reasonably incurred after remittitur. An appellate decision  
6 to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments  
7 to Class Counsel shall not constitute a material modification of the Judgment within the  
8 meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
10 Procedure §384, the Parties will work together in good faith to jointly submit a proposed  
11 amended judgment.

12 12. **ADDITIONAL PROVISIONS.**

13 12.1 No Admission of Liability, Class Certification or Representative  
14 Manageability for Other Purposes. This Agreement represents a compromise and settlement  
15 of highly disputed claims. Nothing in this Agreement is intended or should be construed as  
16 an admission by Defendant that any of the allegations in the Operative Complaint has merit  
17 or that Defendant has any liability for any claims asserted; nor should it be intended or  
18 construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.  
19 The Parties agree that class certification and representative treatment is for purposes of this  
20 Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final  
21 Approval, or enter Judgment, Defendant reserves the right to contest certification of any class  
22 for any reason, Defendant reserves all available defenses to the claims in the Action, and  
23 Plaintiff reserves the right to move for class certification on any grounds available and to  
24 contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to  
25 settle the Action will have no bearing on, and will not be admissible in connection with, any  
26 litigation (except for proceedings to enforce or effectuate the Settlement and this  
27 Agreement).

1           12.2       Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,  
2 Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary  
3 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or  
4 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the  
5 terms of the Agreement directly or indirectly, specifically or generally, to any person,  
6 corporation, association, government agency, or other entity except: (1) to the Parties’  
7 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
8 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to  
9 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response  
10 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees  
11 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena  
12 seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel  
13 separately agree not to, directly or indirectly, initiate any conversation or other  
14 communication, before the filing of the Motion for Preliminary Approval, with any third  
15 party regarding this Agreement or the matters giving rise to this Agreement except to respond  
16 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict  
17 Class Counsel’s communications with Class Members in accordance with Class Counsel’s  
18 ethical obligations owed to Class Members.

19           12.3       No Solicitation. The Parties separately agree that they and their respective  
20 counsel and employees will not solicit any Class Member to opt out of or object to the  
21 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to  
22 restrict Class Counsel’s ability to communicate with Class Members in accordance with  
23 Defense Counsel’s and Class Counsel’s ethical obligations and Class Counsel’s fiduciary  
24 duties owed to Class Members.

25           12.4       Integrated Agreement. Upon execution by all Parties and their counsel, this  
26 Agreement together with its attached exhibits shall constitute the entire agreement between  
27 the Parties relating to the Settlement, superseding any and all oral representations,  
28 warranties, covenants, or inducements made to or by any Party.

1           12.5       Attorney Authorization. Class Counsel and Defense Counsel separately  
2 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to  
3 take all appropriate action required or permitted to be taken by such Parties pursuant to this  
4 Agreement to effectuate its terms, and to execute any other documents reasonably required  
5 to effectuate the terms of this Agreement including any amendments to this Agreement.

6           12.6       Cooperation. The Parties and their counsel will cooperate with each other and  
7 use their best efforts, in good faith, to implement the Settlement by, among other things,  
8 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
9 points and authorities as requested by the Court. In the event the Parties are unable to agree  
10 upon the form or content of any document necessary to implement the Settlement, or on any  
11 modification of the Agreement that may become necessary to implement the Settlement, the  
12 Parties will seek the assistance of a mediator and/or the Court for resolution.

13          12.7       No Prior Assignments. The Parties separately represent and warrant that they  
14 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
15 transfer, or encumber to any person or entity and portion of any liability, claim, demand,  
16 action, cause of action, or right released and discharged by the Party in this Settlement.

17          12.8       No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense  
18 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
19 Settlement be relied upon as such within the meaning of United States Treasury Department  
20 Circular 230 (31 CFR Part 10, as amended) or otherwise.

21          12.9       Modification of Agreement. This Agreement, and all parts of it, may be  
22 amended, modified, changed, or waived only by an express written instrument signed by all  
23 Parties or their representatives, and approved by the Court.

24          12.10      Agreement Binding on Successors. This Agreement will be binding upon, and  
25 inure to the benefit of, the successors of each of the Parties.

26          12.11      Applicable Law. All terms and conditions of this Agreement and its exhibits  
27 will be governed by and interpreted according to the internal laws of the state of California,  
28 without regard to conflict of law principles.

1       12.12     Cooperation in Drafting. The Parties have cooperated in the drafting and  
2 preparation of this Agreement. This Agreement will not be construed against any Party on  
3 the basis that the Party was the drafter or participated in the drafting.

4       12.13     Confidentiality. Other than for purposes of seeking approval of the Settlement,  
5 Plaintiff and her counsel agree that they have not and will not publish the Settlement. In  
6 response to any inquiries, Plaintiff will state that “the case was resolved and it was resolved  
7 confidentially.” Plaintiff’s counsel shall not report the Settlement in any medium or in any  
8 publication, shall not post or report anything regarding the claims of Plaintiff, or the  
9 Settlement on their website, and shall not contact any reporters or media regarding the  
10 Settlement. Notwithstanding anything in this provision, Plaintiff’s counsel can discuss the  
11 Settlement with Plaintiff and with Settlement Class Members. Nothing in this paragraph shall  
12 prevent Class Counsel from discussing the Settlement in other Court filings for purposes of  
13 establishing adequacy of counsel or obtaining approval of the Settlement. To the extent  
14 permitted by law, all agreements made, and orders entered during this Action and in this  
15 Agreement relating to the confidentiality of information shall survive the execution of this  
16 Agreement.

17       12.14     Headings. The descriptive heading of any section or paragraph of this  
18 Agreement is inserted for convenience of reference only and does not constitute a part of this  
19 Agreement.

20       12.15     Calendar Days. Unless otherwise noted, all reference to “days” in this  
21 Agreement shall be to calendar days. In the event any date or deadline set forth in this  
22 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the  
23 first business day thereafter.

24       12.16     Notice. All notices, demands, or other communications between the Parties in  
25 connection with this Agreement will be in writing and deemed to have been duly given as of  
26 the third business day after mailing by United States mail, or the day sent by email or  
27 messenger, addressed as follows:

28               To Plaintiff:

1 John G. Yslas  
 2 john.yslas@wilshirelawfirm.com  
 3 Jeffrey C. Bills  
 4 jrbills@wilshirelawfirm.com  
 5 Aram Boyadjian  
 6 aboyadjian@wilshirelawfirm.com  
 7 Lisa B. Iturriaga  
 8 lisa.iturriaga@wilshirelawfirm.com  
 9 Andrew Sandoval  
 10 andrew.sandoval@wilshirelawfirm.com  
 11 **WILSHIRE LAW FIRM**  
 12 3055 Wilshire Blvd., 12th Floor  
 13 Los Angeles, California 90010  
 14 Telephone: (213) 381-9988  
 15 Facsimile: (213) 381-9989

16 To Defendant:

17 John A. Mavros  
 18 jmavros@fisherphillips.com  
 19 Sarah G. Bennett  
 20 sbennett@fisherphillips.com  
 21 **FISHER & PHILLIPS LLP**  
 22 2050 Main Street, Suite 1000  
 23 Irvine, California 92614  
 24 Telephone: (949) 851-2424  
 25 Facsimile: (949) 851-0152

26 12.17 Execution in Counterparts. This Agreement may be executed in one or more  
 27 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of  
 28 this Agreement shall be accepted as an original. All executed counterparts and each of them  
 will be deemed to be one and the same instrument if counsel for the Parties will exchange  
 between themselves signed counterparts. Any executed counterpart will be admissible in  
 evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the  
 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
 process.

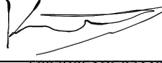
12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable  
 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall

1 be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to  
2 Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the mediation confidentiality  
3 provisions that otherwise might apply under federal or state law. The Parties further agree  
4 and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant  
5 to Code of Civil Procedure § 664.6.

6 IT IS SO AGREED.

7  
8 By the Parties:

9 DATED: 6/29/2025

DocuSigned by:  
  
5607B8F1CE67440...

10  
11 Plaintiff Kayla Kurges

12 DATED: \_\_\_\_\_

13  
14 Defendant Khanna Enterprises, LTD. dba  
Sheraton Agoura Hills

15 BY: \_\_\_\_\_

16 Position: \_\_\_\_\_

17  
18 Approved by counsel:

19 DATED: June 25, 2025

WILSHIRE LAW FIRM

20  
21 BY:   
John G. Yslas  
22 Counsel for Plaintiff Kayla Kurges

23  
24 DATED: \_\_\_\_\_

FISHER & PHILLIPS, LLP

25  
26 BY: \_\_\_\_\_  
John A. Mavros  
Sarah G. Bennett  
27 Counsel for Defendant Khanna Enterprises, LTD.  
28 dba Sheraton Agoura Hills

1 be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to  
2 Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the mediation confidentiality  
3 provisions that otherwise might apply under federal or state law. The Parties further agree  
4 and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant  
5 to Code of Civil Procedure § 664.6.

6 IT IS SO AGREED.

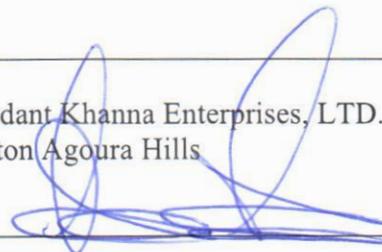
7  
8 By the Parties:

9 DATED: \_\_\_\_\_

10 \_\_\_\_\_  
11 Plaintiff Kayla Kurges

12 DATED: \_\_\_\_\_

13 \_\_\_\_\_  
14 Defendant Khanna Enterprises, LTD. dba  
15 Sheraton Agoura Hills

16 BY:  \_\_\_\_\_

17 Position: GENERAL PARTNER

18 Approved by counsel:

19 DATED: \_\_\_\_\_

20 WILSHIRE LAW FIRM

21 BY: \_\_\_\_\_

22 John G. Yslas  
23 Counsel for Plaintiff Kayla Kurges

24 DATED: June 26, 2025

25 FISHER & PHILLIPS, LLP

26 BY:  \_\_\_\_\_

27 John A. Mavros  
28 Sarah G. Bennett  
Counsel for Defendant Khanna Enterprises, LTD.  
dba Sheraton Agoura Hills

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE  
FOR FINAL COURT APPROVAL**

---

*Kayla Kurges v. Khanna Enterprises, LTD. dba Sheraton Agoura Hills,  
Los Angeles County Superior Court, Case No. 24STCV01590*

***The Los Angeles County Superior Court authorized this notice.  
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.  
Please read it carefully! You are not being sued.***

**You may be eligible to receive money** from employee class action lawsuit (“Action”) against Khanna Enterprises, LTD. dba Sheraton Agoura Hills (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Kayla Kurges, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt, hourly individuals who worked for Defendant (i.e., in the Sheraton Agoura Hills location) in California during the Class Period (July 25, 2019 through December 14, 2024) who did not sign the most recent arbitration agreement that was initially rolled out in 2022 (“Class Members”).

The proposed Settlement is a Class Settlement requiring Defendant to fund Individual Class Payments.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked \_\_\_\_\_ Workweeks during the Class Period**. If you believe that you worked more Workweeks during this period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendant.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
<b>EXCLUDE YOURSELF</b>	Receive no money from the Class settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. You will retain the right to pursue your own legal claims against Defendant.

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

<b>OBJECT</b>	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
<b>CHALLENGE YOUR NUMBER OF WORKWEEKS</b>	Challenge your number of Workweeks listed in this Notice and provide supporting evidence. If you challenge your Workweeks, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

## BASIC INFORMATION

### 1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Khanna Enterprises, LTD. dba Sheraton Agoura Hills at some point(s) between July 25, 2019 through December 14, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court. The case is titled *Kayla Kurges v. Khanna Enterprises, LTD. dba Sheraton Agoura Hills*, Case No. 24STCV01590, filed in Los Angeles County Superior Court. The person who sued, Kayla Kurges, is the Plaintiff, and the company sued, Khanna Enterprises, LTD. dba Sheraton Agoura Hills, is the Defendant.

### 2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; (9) violation of California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Defendant denies Plaintiff’s claims and denies any wrongdoing.

### 3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

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

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

#### **5. WHO IS INCLUDED IN THE SETTLEMENT?**

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all non-exempt, hourly individuals who worked for Defendant (i.e., in the Sheraton Agoura Hills location) in California at any time from July 25, 2019 through December 14, 2024 who did not sign the most recent arbitration agreement that was initially rolled out in 2022.

#### **6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

### **THE SETTLEMENT BENEFITS—WHAT YOU GET**

#### **7. WHAT DOES THE SETTLEMENT PROVIDE?**

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$200,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$66,666.66 and reimbursement for reasonable costs, not to exceed \$25,000.00; Enhancement Award of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); and Settlement Administration Costs to APEX Class Action Administration, not to exceed \$6,490.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$91,843.34**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

## 8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice.

**Individual Class Payment:** Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (July 25, 2019 through December 14, 2024). Seventy-five percent (75%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty-five percent (25%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 25% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

## HOW YOU GET A PAYMENT

### 9. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

### 10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments will be mailed to Participating Class Members approximately seven (7) days after Defendant fully funds the Gross Settlement Amount. The Gross Settlement Amount will be fully funded approximately thirty (30) calendar days after the Effective Date.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator

immediately to request a replacement. You can search for unclaimed property on the State’s website at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html)

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

## 11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and Defendant’s parents, subsidiaries, affiliates, insurers, related entities and divisions, and each of their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:** The “Released Class Claims” shall include all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint during the Class Period against the Released Parties (defined above), including but not limited to claims arising from alleged: (a) failed to pay minimum and straight time wages; (b) failed to pay overtime wages; (c) failed to provide meal periods; (d) failed to authorize and permit rest periods; (e) failed to timely pay final wages at termination; (f) failed to provide accurate itemized wage statements; (g) failed to indemnify employees for expenditures; (h) failed to produce requested employment records; and (i) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, et seq.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is Mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].

*Khanna Enterprises, LTD. dba Sheraton Agoura Hills Settlement*

XXXXX

City, State, XXXXX

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

**13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

**14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?**

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

**THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT**

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

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas  
john.yslas@wilshirelawfirm.com  
Jeffrey C. Bills  
jbills@wilshirelawfirm.com  
Aram Boyadjian  
aboyadjian@wilshirelawfirm.com  
Lisa B. Iturriaga  
lisa.iturriaga@wilshirelawfirm.com  
Andrew Sandoval  
andrew.sandoval@wilshirelawfirm.com  
**WILSHIRE LAW FIRM**  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, CA 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

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

Class Counsel will ask the Court to approve \$66,666.66 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Kayla Kurses in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment for

the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

## **OBJECTING TO THE SETTLEMENT**

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

### **17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?**

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before \_\_\_\_\_, 2025, at the following address:

**[INSERT]**

*Khanna Enterprises, LTD. dba Sheraton Agoura Hills Settlement*

XXXXX

City, State, XXXXX

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

### **18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?**

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ in Department 14 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair,

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

## **20. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **IF YOU DO NOTHING**

### **21. WHAT IF I DO NOTHING AT ALL?**

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

## **GETTING MORE INFORMATION**

### **22. HOW DO I GET MORE INFORMATION?**

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800 \_\_\_\_\_, or you can write to the Administrator at the following address:

**[INSERT]**

*Khanna Enterprises, LTD. dba Sheraton Agoura Hills Settlement*

XXXXX

City, State, XXXXX

Email:

Fax

**PLEASE DO NOT TELEPHONE THE COURT OR KHANNA ENTERPRISES, LTD. DBA SHERATON AGOURA HILLS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.**