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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **IN AND FOR THE COUNTY OF SAN DIEGO**

18 LAN HO, an individual, on behalf of herself, and
19 on behalf of all persons similarly situated,

20 Plaintiffs,

21 v.

22 MHF MV MANAGER VI LLC, a Delaware
23 limited liability company; MHF MV
24 OPERATING VI LLC dba COURTYARD SAN
25 DIEGO MISSION VALLEY/HOTEL CIRCLE,
26 a Delaware limited liability company; MHF MV
27 VI LLC, a Delaware limited liability company;
28 and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2024-00023005-CU-OE-CTL

[Complaint Filed: May 17, 2024]

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

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13 Attorneys for Plaintiffs

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1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Lan Ho (“Plaintiff Ho”) and Plaintiff Marlene Benitez
3 (“Plaintiff Benitez”) (collectively, “Plaintiffs”), individuals, on behalf of themselves, and on behalf
4 of all persons similarly situated, and in their representative capacities on behalf of the State of
5 California and the Aggrieved Employees, and Defendants MHF MV Manager VI LLC (“Defendant
6 MHF Manager”), MHF MV Operating VI LLC dba Courtyard San Diego Mission Valley/Hotel
7 Circle (“Defendant MHF Operating”), and MHF MV VI LLC (“Defendant MHF”) (collectively,
8 “Defendants”):

9 **I. DEFINITIONS**

- 10 A. “Actions” means the putative class action lawsuit designated *Lan Ho v. MHF MV*
11 *Manager LLC, et al.*, Superior Court of California for the County of San Diego, Case
12 No. 37-2024-00023005-CU-OE-CTL, filed on May 17, 2024 (“Ho Class Action” or
13 “Lead Case”); the representative action lawsuit designated *Lan Ho v. MHF MV*
14 *Manager LLC, et al.*, of California for the County of San Diego, Case No. 37-2024-
15 00023073-CU-OE-CTL, filed on May 17, 2024 (“Ho PAGA Action”); and the
16 representative action lawsuit designated *Marlene Benitez v. MHF MV Manager LLC,*
17 *et al.*, of California for the County of San Diego, Case No. 37-2024-00900160-CU-
18 MC-CTL filed on June 24, 2024 (“Benitez PAGA Action”).
- 19 B. “Aggrieved Employees” means all current and former non-exempt employees who
20 were or are employed by Defendant MHF Manager and/or Defendant MHF Operating
21 and/or Defendant MHF in California at any time during the PAGA Period.
- 22 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
23 Class and PAGA Action Claims and Release of Claims.
- 24 D. “Class” or “Class Members” means all current and former non-exempt employees
25 who were or are employed by Defendant MHF Manager and/or Defendant MHF
26 Operating and/or Defendant MHF in California at any time during the Class Period.
- 27 E. “Class Period” means the period from May 17, 2020, to September 19, 2025.

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- 1 F. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC; Shani
2 O. Zakay, Esq. of Zakay Law Group, APLC; Thomas D. Rutledge, Esq.; and Joel
3 Larabee, Esq., of the Larabee Law Firm.
- 4 G. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
5 Payment (\$6,750.00) that will be distributed to the Aggrieved Employees as described
6 in this Agreement.
- 7 H. “Class Counsel Award” means the award of fees and expenses that the Court
8 authorizes to be paid to Class Counsel for the services they have rendered to
9 Plaintiffs, the Class Members and the Aggrieved Employees in the Actions,
10 consisting of attorneys’ fees currently not to exceed thirty-five percent (35%) of the
11 Gross Settlement Amount currently estimated to be \$192,500.00 out of \$550,000.00
12 plus expenses of up to \$30,000.00. Attorneys’ fees will be divided between Class
13 Counsel in the following percentages: 40% to JCL Law Firm, APC; 40% to Zakay
14 Law Group, APLC; 10% to the Law Office of Thomas D. Rutledge; and 10% to the
15 Larabee Law Firm.
- 16 I. “Class Data” means information regarding Class Members that Defendants will in
17 good faith compile from its records and provide to the Settlement Administrator. It
18 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
19 Member’s full name; last known address; Social Security Number; Defendants’
20 calculation of the number of Workweeks and PAGA Periods each employee worked
21 in the Class Period and sufficient information for the Settlement Administrator to
22 verify the number of Workweeks and Pay Periods worked by each Class Member and
23 Aggrieved Employee during the Class and PAGA Periods, including but not limited
24 to, the start and end dates of employment, dates that employees were on leave and so
25 performed no work, and any other information the Settlement Administrator deems
26 necessary to accurately calculate the number of Workweeks and Pay Periods worked
27 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 28 J. “Class Representatives” means Plaintiffs Lan Ho and Marlene Benitez.

- 1 K. "Court" means the Superior Court for the State of California, County of San Diego
2 currently presiding over the Action.
- 3 L. "Defendants" means Defendant MHF Manager, Defendant MHF MV Operating, and
4 Defendant MHF. The Parties understand and agree that Defendant MHF Manager is
5 the employing entity at the hotel location and will be the only signatory to the
6 agreement.
- 7 M. "Effective Date" means the date this Settlement is approved as provided herein and
8 the Court's order granting Settlement Approval and entry of Final Judgment becomes
9 final and is no longer appealable. For purposes of this Settlement, "becomes final and
10 is no longer appealable" shall mean the later of: (a) the day after the last date by which
11 a notice of appeal may be filed pursuant to California Rules of Court 8.406 (i.e., 61
12 days after entry of the Judgment); (b) if an appeal is filed, and the appeal is finally
13 disposed of by ruling, dismissal, denial, or in any other manner that confirms the
14 validity of the order and judgment, the day after the last date for filing a request for
15 further review of the order and judgment approving this Settlement passes, and no
16 further review is requested; or (c) if an appeal is filed and the order approving this
17 Settlement is affirmed and further review of the order is requested, the day after the
18 review is finally resolved and the order and judgment approving this Settlement is
19 affirmed.
- 20 N. "Funding Date" means the date by which Defendants have paid the entire Gross
21 Settlement Amount to the Settlement Administrator in accord with the terms of this
22 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
23 Administrator within ten (10) days of the Effective Date.
- 24 O. "Gross Settlement Amount" means Five Hundred Fifty Thousand Dollars and Zero
25 Cents (\$550,000.00) that Defendants must pay into the QSF in connection with this
26 Settlement, inclusive of the sum of payments to all Class Members, Settlement
27 Administration Costs, Class Counsel Award (including attorneys' fees, costs and
28 expenses), Service Awards, and the PAGA Payment. The Gross Settlement Amount

1 shall be all-in with no reversion and *exclusive* of the employer's share of payroll
2 taxes, if any, triggered by any payment under this Settlement.

3 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
4 Amount to each Settlement Class Member and excludes any amounts distributed to
5 Aggrieved Employees pursuant to PAGA.

6 Q. "LWDA" means the Labor and Workforce Development Agency.

7 R. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment
8 (\$20,250.00) payable to the to the LWDA.

9 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
10 Counsel Award, Service Awards, PAGA Payment, and Settlement Administration
11 Costs.

12 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
13 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
14 than formatting changes to facilitate printing by the Settlement Administrator) with a
15 Spanish translation.

16 U. "Operative Complaint" means the First Amended Complaint in the Lead Case,
17 consolidating the Actions which will be submitted for filing with the Court within ten
18 (10) days of the Court granting leave to amend.

19 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
20 Labor Code § 2698, *et seq.*

21 W. "PAGA Payment" means Twenty-Seven Thousand Dollars and Zero Cents
22 (\$27,000.00) to be allocated from the Gross Settlement Amount for settlement of
23 PAGA Claims asserted in the Actions.

24 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
25 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
26 Employees during the PAGA Period.

27 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
28 Employee Payment, as defined herein, means the number of pay periods of

1 employment during the PAGA Period that each Aggrieved Employee worked in
2 California.

- 3 Z. "PAGA Period" means the period from March 11, 2023, to September 19, 2025.
- 4 AA. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
5 Plaintiffs or Defendants, individually.
- 6 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
7 by the total Workweeks for all Class Members.
- 8 CC. "Plaintiffs" means Plaintiff Lan Ho and Plaintiff Marlene Benitez.
- 9 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
10 by the Settlement Administrator to fund the Gross Settlement Amount.
- 11 EE. "Released Class Claims" means all class claims that were actually alleged in the
12 Actions, the Operative Complaint, or that could have been alleged based on the factual
13 or legal allegations contained in the Operative Complaint, on behalf of the Class
14 Members for the entire Class Period, arising at any time during the Class Period,
15 including but not limited to: (a) failure to provide duty-free meal periods or pay
16 premiums at the regular rate of pay in lieu thereof; (b) failure to provide duty-free rest
17 breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (c) failure
18 to reimburse expenses; (d) failure to provide accurate wage statements; (e) failure to
19 pay all wages owed, whether due to alleged off the clock work, timekeeping
20 manipulation, unlawful rounding, failure to correctly calculate the regular rate or any
21 other theory of liability for the underpayment of the minimum wage, overtime wage,
22 or reporting time; (f) failure to properly calculate or pay overtime, double time, or pay
23 sick leave at the regular rate of pay; waiting time penalties; (g) failure to timely pay
24 wages during employment; (h) unlawful deductions, (i) tip pooling and/or failure to
25 pay gratuities; (j) failure to timely pay wages at termination, including but not limited
26 to, failing to pay out vacation wages at termination; (k) failure to maintain required
27 records; (l) unfair business practices in violation of California Labor Code section
28 17200, *et seq.*, for the aforementioned. The Released Class Claims expressly excludes

1 all other claims, including claims for vested benefits, wrongful termination,
2 unemployment insurance, disability, social security, workers' compensation, and
3 class claims outside of the Class Period.

4 FF. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or
5 reasonably could have been alleged, based on the facts stated in the Operative
6 Complaint, and the PAGA Notices submitted by any Plaintiffs to the LWDA, or
7 which occurred during the PAGA Period, pursuant to the Labor Code sections as
8 follows: subdivision (k) of Section 96, 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1,
9 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
10 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
11 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7,
12 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
13 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353,
14 and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450,
15 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5,
16 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and
17 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5,
18 and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290,
19 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
20 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
21 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
22 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections
23 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
24 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b)
25 of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7; Business and Professions
26 Code section 17200, and the applicable Industrial Welfare Commission Order and/or
27 California Code of Regulations sections. The Released PAGA Claims ~~and~~ expressly
28 excludes all other claims, including claims for vested benefits, wrongful termination,

1 violation of the Fair Employment and Housing Act, unemployment insurance,
2 disability, social security, workers' compensation, and California class claims, and
3 Plaintiffs' individual claims that are subject to separate releases, and PAGA claims
4 outside of the PAGA period.

5 GG. "Released Parties" means Defendants and each of their former and present directors,
6 officers, shareholders, owners, investors, members, attorneys, insurers, predecessors,
7 successors, assigns, subsidiaries, and affiliates.

8 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
9 Administrator mails Notice Packets to Class Members and the last date on which
10 Class Members may submit requests for exclusion or objections to the Settlement.
11 Neither side shall encourage any Class Member to opt out.

12 II. "Service Awards" means an award in the amount of \$10,000.00 to each Plaintiff
13 (\$20,000.00 total) or in an amount that the Court authorizes to be paid to the Class
14 Representatives, in addition to their Individual Settlement Payments and their
15 individual Aggrieved Employee Payments, in recognition of their efforts and risks in
16 assisting with the prosecution of the Actions.

17 JJ. "Settlement" means the disposition of the Actions pursuant to this Agreement.

18 KK. "Settlement Administration Costs" means the amount paid to the Settlement
19 Administrator from the Gross Settlement Amount for administering the Settlement
20 pursuant to this Agreement currently estimated not to exceed \$6,990.00.

21 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
22 Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
23 Administrator establishes, designates, and maintains, as a QSF under Internal
24 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
25 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
26 the claims of Settlement Class Members. The Settlement Administrator shall maintain
27 the funds until distribution in an account(s) segregated from the assets of Defendants
28 and any person related to Defendants. *All accrued interest shall be paid and*

1 *distributed to the Settlement Class Members as part of their respective Individual*
2 *Settlement Payment.*

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

6 NN. “Workweeks,” means any seven (7) consecutive days beginning on Monday and
7 ending on Sunday, in which a Class Member was employed by Defendants during the
8 Class Period in California.

9 **II. RECITALS**

10 A. On March 11, 2024, Plaintiff Ho filed a Notice of Violations with the Labor and
11 Workforce Development Agency (LWDA) and served the same on Defendants.

12 B. On May 17, 2024, Plaintiff Ho filed the Ho Class Action alleging class claims for: (1)
13 Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure
14 to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3)
15 Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4)
16 Failure To Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7
17 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest
18 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage
19 Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of
20 Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in
21 Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in
22 Violation of Cal. Lab. Code §§ 201, 202 and 203; and (9) Failure to Provide Gratuities
23 in Violation of Cal. Lab. Code § 351.

24 C. That same day, Plaintiff Ho filed the Ho PAGA Action alleging one cause of action
25 for Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

26 D. On May 22, 2024, Plaintiff Benitez a Notice of Violations with the Labor and
27 Workforce Development Agency (LWDA) and served the same on Defendants.

1 E. On June 24, 2024, Plaintiff Benitez filed the *Benitez* PAGA Action alleging claims
2 under the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*] for: (1) Failure
3 to Pay Minimum/Regular Wages; (2) Failure to Pay State Overtime; (3) Failure to
4 Pay Wages Timely; (4) Failure to Comply with Meal and Rest Break Laws; (5) Failure
5 to Provide Accurate Wage Statements; (6) Failure to Maintain Records; (7) Failure to
6 Reimburse Expenses; (8) Sick Pay Violations; and (9) Violations of Various
7 Miscellaneous Provisions of the Labor Code via the PAGA.

8 F. The Class Representatives believe they have claims based on alleged violations of the
9 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
10 that class certification is appropriate because the prerequisites for class certification
11 can be satisfied in the Ho Class Action, and that the Ho PAGA Action and *Benitez*
12 PAGA Action are manageable as a PAGA representative actions.

13 G. Defendants deny any liability or wrongdoing of any kind associated with all claims
14 alleged in the Actions, dispute any wages, damages and penalties claimed by the Class
15 Representatives, alleged in the Operative Complaint, and/or alleged in the Class
16 Representatives' PAGA notices to the LWDA are owed, and further contend that, for
17 any purpose other than settlement, the Actions are not appropriate for class or
18 representative action treatment. Defendants contend, among other things, that at all
19 times it complied with the California Labor Code and the Industrial Welfare
20 Commission Wage Orders.

21 H. The Class Representatives are represented by Class Counsel. Class Counsel
22 investigated the facts relevant to the Actions, including conducting an independent
23 investigation as to the allegations, reviewing documents and information exchanged
24 through informal discovery, and reviewing documents and information provided by
25 Defendants pursuant to informal requests for information to prepare for mediation.
26 Defendants produced for the purpose of settlement negotiations certain employment
27 data concerning the Class, which Class Counsel reviewed and analyzed with the
28 assistance of an expert. Based on their own independent investigation and evaluation,

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

8 I. On June 19, 2025, the Parties participated in mediation presided over by Monique
9 Mgo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA
10 actions. The Parties accepted a Mediator's settlement proposal, which was
11 subsequently memorialized in the form of a Memorandum of Understanding.

12 J. On January 12, 2026, the Parties submitted a Stipulation and [Proposed] Order for
13 Leave to File First Amended Complaint in the *Ho* Class Action. Within ten (10) days
14 of the Court granting leave to amend, Plaintiffs will file the Operative Complaint in
15 the *Ho* Class Action, adding Plaintiff Benitez as a named plaintiff, and adding factual
16 allegations, theories, and claims asserted in the *Ho* PAGA Action and the *Benitez*
17 PAGA Action.

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

26 L. The Parties believe that the Settlement is fair, reasonable, and adequate. The
27 Settlement was arrived at through arm's-length negotiations, considering all relevant
28 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to

1 continuing the Actions through trial and any appeal. Accordingly, the Parties desire
2 to settle, compromise and discharge all disputes and claims arising from or relating
3 to the Actions fully, finally, and forever.

4 M. The Parties agree to certification of the Class for purposes of this Settlement only.
5 Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of
6 the negotiations connected with it, is a concession or admission, and none shall be used
7 against Defendant as an admission or indication with respect to any claim of any fault,
8 concession, or omission by Defendant or that class certification is proper under the
9 standard applied to contested certification motions. The Parties further agree that this
10 Stipulation of Settlement will not be admissible in this or any other proceeding as
11 evidence that either (i) a class action should be certified or (ii) Defendant is liable to
12 Plaintiff or any Class Member, other than according to the terms of this Stipulation of
13 Settlement. If for any reason the settlement does not become effective, Defendants
14 reserve the right to contest certification of any class for any reason and reserve all
15 available defenses to the claims in the Actions. The Settlement, this Agreement, and
16 the Parties' willingness to settle the Actions will have no bearing on and will not be
17 admissible in connection with any litigation.

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

19 **III. TERMS OF AGREEMENT**

20 Plaintiffs, on behalf of themselves, the Class, and aggrieved employees, and Defendants agree
21 as follows:

22 A. Settlement Consideration and Settlement Payments by Defendants.

23 1. Settlement Consideration. In full and complete settlement of the Actions, and
24 in exchange for the releases set forth below, Defendants will pay the Gross
25 Settlement Amount of Five Hundred Fifty Thousand Dollars and Zero Cents
26 (\$550,000.00), which includes the Individual Settlement Payments, the
27 Service Awards, the Class Counsel Award, PAGA Payment, and the
28 Settlement Administration Costs, as specified in this Agreement. The Parties

1 agree that this is a non-reversionary Settlement and that no portion of the
2 Gross Settlement Amount shall revert to Defendants. Other than the
3 Defendants' share of employer payroll taxes and as provided in Section III.A.2
4 below, Defendants shall not be required to pay more than the Gross Settlement
5 Amount.

6 2. Class Size. Defendants represented at mediation that the Class is comprised
7 of approximately 331 individuals who collectively worked approximately
8 20,502 Workweeks during the Class Period. Defendants will provide the
9 Settlement Administrator with the Class Data in order to ensure the Settlement
10 Administrator has sufficient time to prepare a declaration prior to the filing of
11 the Motion for Preliminary Approval. If the actual number of Workweeks
12 worked during the Class Period exceeds the above number by more than 10%,
13 Defendants shall have the option of: (a) increasing the Gross Settlement
14 Amount by the percentage increase in the number of Workweeks worked by
15 the Class Members above 10% (e.g., if number of Workweeks by 11%, the
16 Gross Settlement Amount will increase by 1%); or (b) rolling back the Class
17 Period and PAGA Period end dates to the date in which 22,552 Workweeks is
18 met.

19 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
20 into the QSF, through the Settlement Administrator on or before the Funding
21 Date. Any interest accrued prior to distribution of the NSA, will be added to
22 the NSA and distributed to the Settlement Class Members except that if final
23 approval is reversed on appeal, then Defendants are entitled to prompt return
24 of the principal and all interest accrued.

25 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
26 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
27 together with the Gross Settlement Amount on the Funding Date.
28

1 B. Plaintiffs' Complete and General Release. Upon full funding of the Gross Settlement
2 Amount, Plaintiffs, and each of them, on behalf of themselves individually and on behalf of
3 their respective former and present spouses, representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns, in consideration of Defendant's promises and
5 agreements as set forth herein, fully release and discharge Released Parties from any and all
6 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
7 been or could have been asserted against the Released Parties arising out of any occurrence
8 or failure to act, including but not limited to claims for wages, restitution, penalties,
9 retaliation, defamation, discrimination, harassment or wrongful termination of employment.
10 Plaintiffs' Complete and General Release specifically includes any and all claims, demands,
11 obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys'
12 fees and costs relating to or in any way connected with Plaintiffs' respective employment
13 with Defendant, whether or not known or suspected to exist, and whether or not specifically
14 or particularly described herein. Plaintiffs' Complete and General Release includes all federal
15 and state statutory claims, and federal and state common law claims (including but not limited
16 to, those for contract, tort, and equity), including, without limitation, the Americans with
17 Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights
18 Act of 1964 (as amended), 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards
19 Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the
20 California Fair Employment and Housing Act, the California Unfair Competition Act
21 (California Business and Professions Code § 17200 et seq.), the California Labor Code, the
22 California Government Code, and the California Civil Code.

23 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to
24 any claims for vested benefits, unemployment benefits, disability benefits, social security
25 benefits, workers' compensation benefits that arose at any time, or based on occurrences
26 outside the period of Plaintiffs' employment with Defendant. Plaintiffs acknowledge that
27 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that
28 Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Complete

1 and General Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or Plaintiffs' discovery of them.

3 1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiffs' Complete and General Release, Plaintiffs expressly waive and
5 relinquish the provisions, rights, and benefits, if any, of section 1542 of the California
6 Civil Code, which reads:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
8 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
9 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
10 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
11 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
12 **DEBTOR OR RELEASED PARTY.**

13 C. Release by Settlement Class Members. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members
15 who do not submit a valid and timely Request for Exclusion Form, on behalf of himself
16 or herself, his or her heirs, descendants, dependents, executors, administrators, assigns,
17 and successors, fully and finally release and discharge the Released Parties from the
18 Released Class Claims for the Class Period. This waiver and release will be final and
19 binding and will have every preclusive effect permitted by law. Plaintiff and the Class
20 Members may hereafter discover facts or legal arguments in addition to or different
21 from those they now know or currently believe to be true with respect to the Released
22 Class Claims. The release of the Released Class Claims shall be effective as to the
23 entire Class Period defined above. The discovery of new facts or legal arguments shall
24 in no way limit the scope or definition of the Released Class Claims. The Parties
25 understand and agree the scope of the release described in this paragraph: (a) is a
26 material part of the consideration for this Agreement; (b) was critical for Defendants
27 in justifying the agreed upon economic value of this settlement and without it
28 Defendants would not have agreed to the consideration provided; and (c) is narrowly
drafted and necessary to ensure Defendants are obtaining peace of mind regarding the

1 resolution of claims that were or could have been alleged based on the facts, causes of
2 action, and legal theories contained in the operative complaints in the Action.

3 D. Release by Aggrieved Employees and the State of California. As of the Funding Date,
4 in exchange for the consideration set forth in this Agreement, Plaintiffs, on behalf of
5 themselves, the State of California, and all Aggrieved Employees are deemed to
6 release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
8 Released Parties the Released PAGA Claims for the PAGA Period.

9 E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
10 approve this Settlement Agreement, fails to become effective, or is reversed,
11 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants
12 from obtaining a complete resolution of the Released Class Claims and Released
13 PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

14 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
15 and shall not be admissible in any judicial, administrative, or arbitral
16 proceeding for any purpose or with respect to any issue, substantive or
17 procedural;

18 2. The conditional class certification (obtained for any purpose) shall be void *ab*
19 *initio* and of no force or effect, and shall not be admissible in any judicial,
20 administrative, or arbitral proceeding for any purpose or with respect to any
21 issue, substantive or procedural; and

22 3. None of the Parties to this Settlement will be deemed to have waived any
23 claims, objections, defenses, or arguments in the Actions, including with
24 respect to the issue of class certification.

25 F. Failure to Fund the Gross Settlement Amount. If, after the Effective Date, Defendants
26 fail to fully fund the Gross Settlement Amount, Plaintiffs shall be entitled to all
27 reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of
28 this Agreement.

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. Defendants make no representation as to the tax treatment or legal effect
11 of the payments called for hereunder, and Plaintiffs, Class Members, and Aggrieved
12 Employees are not relying on any statement, representation, or calculation by
13 Defendants or by the Settlement Administrator in this regard. Plaintiff, Class Members,
14 and Aggrieved Employees understand and agree they will be solely responsible for the
15 payment of any taxes and penalties assessed on the payments described herein and will
16 defend, indemnify, and hold Defendants free and harmless from and against any claims
17 resulting from treatment of such payments as non-taxable damages. If any state or
18 federal taxing authority contacts, investigates, or pursues any action against any
19 Plaintiff, Class Members, and Aggrieved Employees for their individual share of taxes
20 related to any payments made under this Settlement or any compensation provided at
21 any time by Defendants or any of the Released Parties, each Class Member and/or
22 Aggrieved Employee, including Plaintiffs, shall be responsible for their own defense
23 of and payment for any claim of unpaid taxes, interest, or penalties brought by any
24 state or federal taxing authority for their share of any state or federal tax obligation.
25 Class Members and Aggrieved Employees agree to hold Defendants and any of the
26 Released Parties harmless and fully indemnify Defendants and any of the Released
27 Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which
28 Defendants and any of the Released Parties may incur arising out of any and all claims

1 made, sought or imposed by the I.R.S., the California Franchise Tax Board, and/or any
2 other federal, state or local taxing board and/or agency in regard to any amounts due,
3 or claimed to be due, by the Class Members and Eligible Aggrieved Employees, if any,
4 to such authority or agency as a result of the tax treatment of the payment described
5 above. If a Class Member or Eligible Aggrieved Employee has questions about any
6 liability to any state or federal taxing authority, they shall contact the Settlement
7 Administrator. The Class Members and Eligible Aggrieved Employees, including
8 Plaintiff, shall not contact Defendants, any of the Released Parties, or Defense Counsel
9 regarding this Settlement or its tax consequences. Nothing herein shall be deemed to
10 constitute tax advice or guidance..

11 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
12 the “acknowledging party” and each Party to this Agreement other than the
13 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
14 of this Agreement, and no written communication or disclosure between or among the
15 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
16 such communication or disclosure constitute or be construed or be relied upon as, tax
17 advice within the meaning of United States Treasury Department circular 230 (31 CFR
18 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
19 her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon
21 the recommendation of any other Party or any attorney or advisor to any other Party,
22 and (c) is not entitled to rely upon any communication or disclosure by any attorney
23 or adviser to any other party to avoid any tax penalty that may be imposed on the
24 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
25 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by
27 the acknowledging party of the tax treatment or tax structure of any transaction,
28 including any transaction contemplated by this Agreement.

1 J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
2 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
3 Preliminary Approval and supporting papers, which shall include this Settlement
4 Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least three
5 (3) business days before the filing of the Motion to give Defendants an opportunity to
6 review and comment upon the Motion.

7 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
8 establishing and administering the QSF; calculating, processing and mailing payments
9 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
10 mailing the Notice Packets to the Class Members as directed by the Court; receiving
11 and reporting the objections and requests for exclusion; calculating, deducting and
12 remitting all legally required taxes from Individual Settlement Payments and
13 distributing tax forms for the Wage Portion, the Penalties and Interest Portion of the
14 Individual Settlement Payments and/or Aggrieved Employees' individual shares of the
15 Aggrieved Employee Payment; processing and mailing tax payments to the
16 appropriate state and federal taxing authorities; providing declaration(s) as necessary
17 in support of preliminary and/or final approval of this Settlement; calculating the
18 employer side taxes; providing a W-9 for the QSF to Defendants sufficiently in
19 advance for settlement payment to be timely made; and other tasks as the Parties
20 mutually agree or the Court orders the Settlement Administrator to perform. The
21 Settlement Administrator shall keep the Parties timely apprised of the performance of
22 all Settlement Administrator responsibilities by among other things, sending a weekly
23 status report to the Parties' counsel stating the date of the mailing, the of number of
24 opt outs from the Settlement it receives (including the numbers of valid and deficient),
25 and number of objections received.

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1 L. Notice Procedure.

2 1. Class Data. Upon preliminary approval, Defendants shall provide the
3 Settlement Administrator with the Class Data for purposes of preparing and
4 mailing Notice Packets to the Class Members.

5 2. Notice Packets.

6 a) The Notice Packet shall contain the Notice of Class Action Settlement
7 in a form substantially similar to the form attached as **Exhibit A**. The
8 Notice of Class Action Settlement shall inform Class Members and
9 Aggrieved Employees that they need not do anything in order to
10 receive an Individual Settlement Payment and/or Aggrieved
11 Employees' individual shares of the Aggrieved Employee Payment
12 and to keep the Settlement Administrator apprised of their current
13 mailing address, to which the Individual Settlement Payments and/or
14 Aggrieved Employees' individual shares of the Aggrieved Employee
15 Payment will be mailed following the Funding Date. The Notice of
16 Class Action Settlement shall set forth the release to be given by all
17 members of the Class who do not request to be excluded from the
18 Settlement Class and/or Aggrieved Employees in exchange for an
19 Individual Settlement Payment and/or Aggrieved Employees'
20 individual shares of the Aggrieved Employee Payment, the number of
21 Workweeks worked by each Class Member during the Class Period,
22 and number of PAGA Periods worked by each Aggrieved Employee
23 during the PAGA Period, if any, and the estimated amount of their
24 Individual Settlement Payment if they do not request to be excluded
25 from the Settlement and each Aggrieved Employees' share of the
26 Aggrieved Employee Payment, if any. The Settlement Administrator
27 shall use the Class Data to determine Class Members' Workweeks and
28 PAGA Pay Periods. The Notice will also advise the Aggrieved

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Employees that they will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, has a class notice packet that is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet

1 shall have their Response Deadline extended fifteen (15) days from the
2 original Response Deadline.

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

13 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
14 by the Settlement Administrator or as agreed to by the Parties concerning the
15 administration of the Settlement will be resolved by the Court under the laws
16 of the State of California. Before any such involvement of the Court, counsel
17 for the Parties will confer in good faith to resolve the disputes without the
18 necessity of involving the Court.

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a signed copy of the Request for Exclusion form
22 to the Settlement Administrator by the Response Deadline. A Request for
23 Exclusion form will be mailed together with the Notice Packet to all Class
24 Members. The Request for Exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp
28 on the Request for Exclusion shall be the exclusive means used to determine

1 whether the request for exclusion was timely submitted. Any Class Member
2 who submits a timely Request for Exclusion shall be excluded from the
3 Settlement Class will not be entitled to an Individual Settlement Payment and
4 will not be otherwise bound by the terms of the Settlement or have any right
5 to object, appeal, or comment thereon. However, any Class Member that
6 submits a timely Request for Exclusion that is also an Aggrieved Employee
7 will still receive his/her pro rata share of the Aggrieved Employee Payment,
8 as specified below, and in consideration, will be bound by the Aggrieved
9 Employees Release for the Released PAGA Claims as set forth herein. Class
10 Members who fail to submit a valid and timely Request for Exclusion on or
11 before the Response Deadline shall be bound by all terms of the Settlement
12 and any final judgment entered in this Action if the Court approves the
13 Settlement. No later than seven (7) calendar days after the Response
14 Deadline, the Settlement Administrator shall provide counsel for the Parties
15 with a final list of the Class Members who have timely submitted timely
16 Requests for Exclusion. At no time shall any of the Parties or their counsel
17 seek to solicit or otherwise encourage members of the Class to submit
18 Requests for Exclusion from the Settlement.

19 8. Defendants' Right of Rescission. Defendants shall have the option to rescind
20 the Settlement if ten percent (10%) or more of the Class Members submit
21 timely and valid Requests for Exclusion.

22 9. Objections. The Notice of Class Action Settlement contained in the Notice
23 Packet shall state that Class Members who wish to object to the Settlement
24 may submit to the Settlement Administrator a written statement of objection
25 ("Notice of Objection") by the Response Deadline. The postmark date of
26 mailing shall be deemed the exclusive means for determining that a Notice of
27 Objection was served timely. The Notice of Objection, if in writing, must be
28 signed by the Settlement Class Member and state: (1) the case name and

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

16 M. Allocation of the Gross Settlement Amount.

17 1. Calculation of Individual Settlement Payments. Individual Settlement
18 Payments shall be paid from the Net Settlement Amount and shall be paid
19 pursuant to the formula set forth herein. Using the Class Data, the Settlement
20 Administrator shall add up the total number of Workweeks for all Class
21 Members. The respective Workweeks for each Class Member will be divided
22 by the total Workweeks for all Class Members, resulting in the Payment Ratio
23 for each Class Member. Each Class Member's Payment Ratio will then be
24 multiplied by the Net Settlement Amount to calculate each Class Member's
25 estimated Individual Settlement Payments. Each Individual Settlement
26 Payment will be reduced by any legally mandated employee tax withholdings
27 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
28 Members who submit valid and timely requests for exclusion will be

1 redistributed to Settlement Class Members who do not submit valid and timely
2 requests for exclusion on a pro rata basis based on their respective Payment
3 Ratios.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employee will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
12 estimated share of the Aggrieved Employee Payment.

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated and treated as follows: 20% as wages
15 (“Wage Portion”); 80% as penalties and interest (“Penalties and Interest
16 Portion”). The Wage Portion of the Individual Settlement Payments shall be
17 reported on IRS Form W-2 and the Penalties and Interest Portion of the
18 Individual Settlement Payments shall be reported on IRS Form 1099 issued
19 by the Settlement Administrator.

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

23 5. No Credit Toward Benefit Plans. It is expressly understood and agreed that
24 the Individual Settlement Payments and individual shares of the PAGA
25 Payment made to Settlement Class Members and/or Aggrieved Employees
26 under this Settlement Agreement, as well as any other payments made
27 pursuant to this Settlement Agreement, will not be utilized to calculate and
28 will not entitle the Plaintiffs or Class Members to any additional benefits

1 under any benefit plans to which any Class Members may be eligible,
2 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
3 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
4 other benefit plan. Rather, it is the Parties' intention that this Settlement
5 Agreement will not affect any rights, contributions, or amounts to which any
6 Class Members may be entitled under any benefit plans, and that Plaintiffs
7 and Class Members are not entitled to any additional or derivative
8 compensation or benefits as a result of having received said payments
9 (notwithstanding any contrary language or agreement in any benefit or
10 compensation plan document that might have been in effect during the period
11 covered by this Settlement)..

12 6. Income to Settlement Class Members. All monies received by Settlement Class
13 Members under the Settlement which are attributable to wages shall constitute
14 income to such Settlement Class Members solely in the year in which such
15 monies are received by the Settlement Class Members. It is the intent of the
16 Parties that Individual Settlement Payments and individual shares of the PAGA
17 Payment provided for in this Settlement agreement are the sole payments to be
18 made by Defendants to Settlement Class Members and/or Aggrieved Employees
19 in connection with this Settlement Agreement, with the exception of Plaintiff,
20 and that the Settlement Class Members and/or Aggrieved Employees are not
21 entitled to any new or additional compensation or benefits as a result of having
22 received the Individual Settlement Payments and/or their shares of the
23 Aggrieved Employee Payment.

24 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
25 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
26 and/or Aggrieved Employees' last known mailing address no later than fifteen
27 (15) days after the Funding Date.
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1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employees does not cash his or her settlement check within ninety
5 (90) days, the Settlement Administrator will send a letter to such persons,
6 advising that the check will expire after the 180th day, and invite that
7 Settlement Class Member and/or Aggrieved Employees to request reissuance
8 in the event the check was destroyed, lost, or misplaced. Any check not cashed
9 within one hundred eighty (180) calendar days will be void. The funds from
10 the uncashed checks shall be distributed by the Settlement Administrator to
11 the State Controller's Unclaimed Property Fund. The Settlement
12 Administrator shall provide the Parties' counsel a declaration of deposit with
13 the State Controller's Unclaimed Property Fund. Any costs associated with
14 administering the remaining funds under this paragraph (*e.g.*, bank stop-
15 payment charges, settlement administration costs associated with any reserve
16 amount) or payments to the State Controller's Unclaimed Property Fund will
17 be deducted before the deposit into the State Controller's Unclaimed Property
18 Fund.

19 9. Service Awards. In addition to Plaintiffs' Individual Settlement Payments as
20 Settlement Class Members and Plaintiffs' individual shares of the Aggrieved
21 Employee Payment, Plaintiffs will apply to the Court for an award of not more
22 than \$10,000 to each Plaintiff (\$20,000 total), as the Service Awards.
23 Defendants will not oppose the Service Awards of not more than \$10,000.00
24 for each Plaintiff. The Settlement Administrator shall pay the Service
25 Awards, either in the amount stated herein if approved by the Court or some
26 other amount as approved by the Court, to Plaintiffs from the Gross Settlement
27 Amount no later than fifteen (15) calendar days after the Funding Date. Any
28 portion of the requested Service Awards that are not awarded to the Class

1 Representatives shall be part of the Net Settlement Amount and shall be
2 distributed to Settlement Class Members as provided in this Agreement. The
3 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
4 for their Service Awards. Plaintiffs shall be solely and legally responsible to
5 pay any and all applicable taxes on their Service Awards and shall hold
6 harmless the Released Parties from any claim or liability for taxes, penalties,
7 or interest arising as a result of the Service Awards. Approval of this
8 Settlement shall not be conditioned on Court approval of the requested amount
9 of the Service Awards. If the Court reduces or does not approve the requested
10 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
11 and it will remain binding.

12 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
13 for attorneys’ fees not to exceed thirty-five percent (35%) of the Gross
14 Settlement Amount currently estimated to be One Hundred Ninety-Two
15 Thousand Five Hundred Dollars and Zero Cents (\$192,500.00) and attorneys’
16 expenses supported by declaration not to exceed Thirty Thousand Dollars and
17 Zero Cents (\$30,000.00). Any awarded Class Counsel Award shall be paid
18 from the Gross Settlement Amount. Any portion of the requested attorneys’
19 fees and/or attorneys’ expenses that are not awarded to Class Counsel shall be
20 part of the Net Settlement Amount and shall be distributed to Settlement Class
21 Members as provided in this Agreement. The Settlement Administrator shall
22 allocate and pay the Class Counsel Award to Class Counsel from the Gross
23 Settlement Amount no later than fifteen (15) calendar days after the Funding
24 Date. Class Counsel shall be solely and legally responsible to pay all
25 applicable taxes on the payment made pursuant to this paragraph. The
26 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
27 Counsel for the payments made pursuant to this paragraph. If the Court
28 reduces or does not approve the requested Class Counsel Award, Plaintiffs

1 and Class Counsel shall not have the right to revoke the Settlement, or to
2 appeal such order, and the Settlement will remain binding.

3 11. PAGA Payment. Twenty-Seven Thousand Dollars and Zero Cents
4 (\$27,000.00) shall be allocated from the Gross Settlement Amount for
5 settlement of claims for civil penalties under the Private Attorneys General
6 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay
7 seventy-five percent (75%) of the PAGA Payment (\$20,250.00) to the
8 California Labor and Workforce Development Agency no later than fifteen
9 (15) calendar days after the Funding Date (“LWDA Payment”). Twenty-five
10 percent (25%) of the PAGA Payment (\$6,750.00) will be distributed to the
11 Aggrieved Employees as described in this Agreement (“Aggrieved Employee
12 Payment”). For purposes of distributing the PAGA Payment to the Aggrieved
13 Employees, each Aggrieved Employee shall receive their pro-rata share of the
14 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
15 above.

16 12. Settlement Administration Costs. The Settlement Administrator shall be paid
17 for the costs of administration of the Settlement from the Gross Settlement
18 Amount. The estimate of the Settlement Administration Costs is \$6,990.00.
19 The Settlement Administrator shall be paid the Settlement Administration
20 Costs no later than fifteen (15) calendar days after the Funding Date.

21 N. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
22 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
23 twenty-eight (28) days following the expiration of the Response Deadline, which
24 motion shall request final approval of the Settlement and a determination of the
25 amounts payable for the Service Awards, the Class Counsel Award, the PAGA
26 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants
27 with a draft of the Motion at least five (5) days prior to the filing of the Motion to give
28 Defendants an opportunity to propose changes or additions to the Motion.

1 1. Declaration by Settlement Administrator. No later than seven (7) days after
2 the Response Deadline, the Settlement Administrator shall submit a
3 declaration in support of Plaintiffs’ motion for final approval of this
4 Settlement detailing the number of Notice Packets mailed and re-mailed to
5 Class Members, the number of undeliverable Notice Packets, the number of
6 timely requests for exclusion, the full names of any Class Members who opt
7 out of the Settlement, the number of objections received, the amount of the
8 average, lowest, and highest Individual Settlement Payments, the amount of
9 the average, lowest, and highest Aggrieved Employee Payments, the
10 Settlement Administration Costs, and any other information as the Parties
11 mutually agree or the Court orders the Settlement Administrator to provide.

12 2. Final Approval Order and Judgment. Class Counsel shall present an Order
13 Granting Final Approval of Class Action Settlement to the Court for its
14 approval, and Judgment thereon, at the time Class Counsel files the Motion
15 for Final Approval.

16 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
17 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
18 Final Approval, including the [Proposed] Order Granting Final Approval of Class
19 Action Settlement, and Judgment at least five (5) days in advance of filing with the
20 Court, and the Parties agree the Proposed Final Approval and Judgment will contain,
21 inter alia, provisions that propose the Court (i) approves the Settlement Agreement,
22 adjudging the terms thereof to be fair, reasonable, adequate, and directing
23 consummation of its terms and provisions; (ii) approves Class Counsel’s application
24 for an award of fees and costs; (iii) approves the Class Representative Service Awards;
25 (iv) approves the PAGA Payment; (v) approves the Settlement Administrator’s fees
26 from the Gross Settlement Amount; (vi) defines Class Members and Aggrieved
27 Employees and the Class Period and the PAGA Period; (vii) defines the Released Class
28 Claims and Released PAGA Claims; (viii) finds that the dissemination of the Class

1 Notice in the form and manner ordered by the Court was accomplished as directed,
2 met the requirements of due process, was the best notice practicable under the
3 circumstances, and constituted due and sufficient notice to all persons entitled thereto;
4 and (ix) bars all participating Class Members and Aggrieved Employees from
5 prosecuting against the Released Parties, or any of them, any of the Released Claims.
6 The Parties and their counsel will cooperate with each other and use their best efforts
7 to affect the Court's approval of the Motions for Preliminary and Final Approval of
8 the Settlement, and entry of Judgment.

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

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

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

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

21 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate
23 this Agreement and to take all appropriate Action required or permitted to be taken by
24 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
25 documents required to effectuate the terms of this Agreement. The persons signing
26 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
27 to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that
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1 they are authorized to sign this Agreement and that they have not assigned any claim,
2 or part of a claim, covered by this Settlement to a third-party.

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

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

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

17 W. Counterparts. This Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them shall be deemed to be one and the same
19 instrument provided that counsel for the Parties to this Agreement shall exchange
20 among themselves copies or originals of the signed counterparts.

21 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
22 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
23 Settlement after extensive arms-length negotiations, taking into account all relevant
24 factors, present and potential.

25 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
26 respect to the interpretation, implementation, and enforcement of the terms of this
27 Agreement and all orders and judgments entered in connection therewith, and the
28 Parties and their counsel submit to the jurisdiction of the Court for purposes of

1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

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

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

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

18 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
19 Released Class Claims and Released PAGA Claims have merit and give rise to liability
20 on the part of Defendants. Defendants claim that the Released Class Claims and
21 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
22 is a compromise of disputed claims. Nothing contained in this Agreement and no
23 documents referred to and no action taken to carry out this Agreement may be
24 construed or used as an admission by or against the Defendants or Plaintiffs or Class
25 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
26 specifically set forth herein, each Party shall be responsible for and shall bear its/his
27 own attorney's fees and costs.
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 01/30/2026


Lan Ho (Jan 30, 2026 09:13:53 PST)

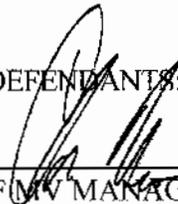
LAN HO

4 DATED: _____

MARLENE BENITEZ

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

9 DATED: 1/30/26


MHF MV MANAGER VI LLC

Christopher Morosetti
Printed Name

Authorized Signatory
Title

16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17 DATED: 01/30/2026

JCL LAW FIRM, APC

18 By: 

Attorneys for Plaintiff Lan Ho and the Settlement Class Members

22 DATED: _____

ZAKAY LAW GROUP, APLC

23 By: _____

Attorneys for Plaintiff Lan Ho and the Settlement Class Members

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

2 DATED: _____

LAN HO

4 DATED: 01/28/2026
5 _____

Marlene B.
Marlene Benitez (Jan 28, 2026 12:01:31 PST)

MARLENE BENITEZ

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

9 DATED: _____

MHF MV MANAGER VI LLC

Printed Name

Title

16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17 DATED: _____

JCL LAW FIRM, APC

18 By: _____

19 Attorneys for Plaintiff Lan Ho and the Settlement Class
20 Members

22 DATED: _____

ZAKAY LAW GROUP, APLC

23 By: _____

24 Attorneys for Plaintiff Lan Ho and the Settlement Class
25 Members

28

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

2 DATED: _____

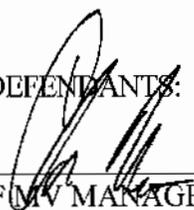
LAN HO

4 DATED: _____

MARLENE BENITEZ

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

9 DATED: 1/30/26


MHFMV MANAGER VI LLC

11 Christopher Morosetti
12 Printed Name

13 Authorized Signatory
14 Title

16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17 DATED: _____

JCL LAW FIRM, APC

19 By: _____

20 Attorneys for Plaintiff Lan Ho and the Settlement Class
21 Members

22 DATED: January 30, 2026

ZAKAY LAW GROUP, APLC

23 By: 
24 _____

25 Attorneys for Plaintiff Lan Ho and the Settlement Class
26 Members

1 DATED: 01/28/2026

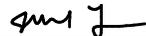
LAW OFFICE OF THOMAS D. RUTLEDGE

By: 
[TOM RUTLEDGE \(Jan 28, 2026 12:15:43 PST\)](#)

Attorneys for Plaintiff Marlene Benitez and the
Settlement Class Members

5 DATED: 01/28/2026

LARABEE LAW FIRM

By: 
[Joel Larabee \(Jan 28, 2026 12:24:44 PST\)](#)

Attorneys for Plaintiff Marlene Benitez and the
Settlement Class Members

10 DATED: _____

LITTLER MENDELSON, P.C.

By: _____

Attorneys for Defendants

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DATED: _____

LAW OFFICE OF THOMAS D. RUTLEDGE
By: _____

Attorneys for Plaintiff Marlene Benitez and the
Settlement Class Members

DATED: _____

LARABEE LAW FIRM

By: _____

Attorneys for Plaintiff Marlene Benitez and the
Settlement Class Members

DATED: January 29, 2026

LITTLER MENDELSON, P.C.

By: Brittany McCarthy

Brittany McCarthy/Attorneys for Defendants

EXHIBIT A

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

**(Lan Ho, et al. v. MHF MV Manager LLC, et al., San Diego Superior Court Case No. 37-2024-00023005-
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 Plaintiffs Lan Ho (“Plaintiff Ho”) and Marlene Benitez (“Plaintiff Benitez”) (collectively, “Plaintiffs”) and Defendants MHF MV Manager VI LLC (“Defendant MHF Manager”), MHF MV Operating VI LLC dba Courtyard San Diego Mission Valley/Hotel Circle (“Defendant MHF Operating”), and MHF MV VI LLC (“Defendant MHF”) (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who were or are employed by Defendant MHF Manager and/or Defendant MHF Operating and/or Defendant MHF in California at any time during the period beginning May 17, 2020, through September 19, 2025 (“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 March 11, 2024, Plaintiff Ho filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On May 17, 2024, Plaintiff Ho filed a Class Action complaint in

the San Diego County Superior Court, Case No. 37-2024-00023005-CU-OE-CTL (the “Action”), alleging class 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 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (9) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351. That same day, Plaintiff Ho filed a representative action complaint in the San Diego County Superior Court, alleging one cause of action for Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*] (the “Ho PAGA Action”). On May 22, 2024, Plaintiff Benitez a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On June 24, 2024, Plaintiff Benitez filed a representative action complaint alleging claims under the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*] for: (1) Failure to Pay Minimum/Regular Wages; (2) Failure to Pay State Overtime; (3) Failure to Pay Wages Timely; (4) Failure to Comply with Meal and Rest Break Laws; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Maintain Records; (7) Failure to Reimburse Expenses; (8) Sick Pay Violations; and (9) Violations of Various Miscellaneous Provisions of the Labor Code via the PAGA (the “Benitez PAGA Action”). On January 12, 2026, the Parties submitted a Stipulation and [Proposed] Order for Leave to File First Amended Complaint in the Action. Within ten (10) days of the Court granting leave to amend, Plaintiffs will file the Operative Complaint in the Action, adding Plaintiff Benitez as a named plaintiff, and adding all factual allegations, theories, and claims asserted in the Ho PAGA Action and the Benitez PAGA Action.

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 Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 19, 2025, the Parties participated in an all-day mediation with Monique Mgo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached 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 Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, Law Office of Thomas D. Rutledge, and Larabee Law Firm 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 Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) (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 Awards, 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 \$6,990.00 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 35% of the Gross Settlement Amount (currently \$192,500.00) and actually incurred litigation expenses of not more than \$30,000 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 Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000) to each Plaintiff (\$20,000 total), or such lesser amount as may be approved by the Court, to compensate them for their services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$27,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$20,250.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,750.00 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 Awards, 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 employees who were or are employed by Defendant MHF Manager and/or Defendant MHF Operating and/or Defendant MHF in California at any time during the period beginning March 11, 2023, through September 19, 2025 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this 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 interest ("Penalties and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties 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, Plaintiffs 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 all class claims alleged, or that reasonably could have been alleged, based on the facts alleged 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. "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, investors, , members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates." Upon entry of final judgment and funding of the Gross Settlement Amount by Defendants, Plaintiffs and the State of California shall release all Released PAGA Claims. "Released PAGA Claims" means all PAGA claims alleged, or that reasonably could have been alleged, based on the facts stated in the Action and Plaintiffs' PAGA notices 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 17, 2020, through September 19, 2025).

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

Defendants' records reflect that you have << ____ >> pay periods worked during the PAGA Period (March 11, 2023, through September 19, 2025).

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 <https://apexclassaction.com/>

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 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 154 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 *Lan Ho, et al. v. MHF MV Manager VI LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2024-00023005-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 *Lan Ho, et al. v. MHF MV Manager VI LLC, et al.*, **San Diego County Superior Court, Case No. 37-2024-00023005-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 154 Irvine, CA

92618; Tel: (800) 355-0700.

The addresses for Class 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
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: 619) 255-9047
Email: shani@zakaylaw.com

Class Counsel:

Thomas D. Rutledge, Esq.
Law Office of Thomas D. Rutledge
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, CA 92091
Tel: (619) 886-4606
Email: thomasrutledgelaw@gmail.com

Class Counsel:

Joel Larabee, Esq.
Larabee Law Firm
9655 Granite Ridge Drive, Suite 200
San Diego, CA 92123
Tel: (619) 376-1780
Email: joel@larabeelaw.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-75, located at 333 W. Broadway, San Diego, CA 92101-3825 before Judge James Mangione. 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 *Lan Ho, et al. v. MHF MV Manager VI LLC, et al., San Diego County Superior Court, Case No. 37-2024-00023005-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 154 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 <https://apexclassaction.com/>

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed Any check not cashed within one hundred eighty (180) calendar days will be void. The Settlement Administrator shall distributed the funds from any uncashed checks to the State Controller's Unclaimed Property Fund..