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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**

18 JESSICA MARIE JONES and AUNDRAE
19 ALLEN SOTO, individually, and on behalf of
all others similarly situated,

20 Plaintiffs,

21 vs.

22 JSAK VICTORVILLE PARTNERS LP DBA
23 HILTON GARDEN INN VICTORVILLE, a
California limited partnership; and DOES 1
24 through 10, inclusive,

25 Defendants.

Case No. CIVSB2327394

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

*Assigned for all purposes to: Hon. Stephanie
Tanada Dept. S33*

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Jessica Marie Jones and Aundrae Allen Soto (“Plaintiffs”) and Defendant JSAK
3 Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”). The Agreement refers
4 to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Action” means Plaintiffs’ lawsuits alleging class action wage and hour violations
7 against Defendant captioned *Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba*
8 *Hilton Garden Inn Victorville*, San Bernardino County Superior Court, Case No. CIVSB2327394,
9 filed on October 30, 2023.

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

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

16 1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees
17 employed by Defendant in the State of California during the PAGA Period.

18 1.5 “Class” means all current and former hourly, non-exempt employees who were
19 employed by Defendant in the State of California during the Class Period.

20 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam
21 Nazaretyan of Wilshire Law Firm, PLC.

22 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will
24 request approval from the Court of up to one-third (1/3) of the GSA (currently \$166,666.67).

25 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
26 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
27 not to exceed \$25,000.00, and paid from the Gross Settlement Amount.
28

1 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
2 including the Class Member’s name, last-known mailing address, Social Security number, and
3 number of Workweeks and PAGA Pay Periods.

4 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
5 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
6 Class Member who qualifies as an Aggrieved Employee).

7 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods, and
9 means including, but not limited to, the National Change of Address database, skip traces, and
10 direct contact by the Administrator with Class Members.

11 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
12 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
13 without material variation, attached as Exhibit A and incorporated by reference into this
14 Agreement.

15 1.13 “Class Period” or “Class Settlement Period” means the period from May 5, 2019 through
16 July 1, 2025 (“Settlement Class Period”).

17 1.14 “Class Representative(s)” means the named Plaintiffs Jessica Marie Jones and Aundrae
18 Allen Soto in the Action.

19 1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the
20 payment to the Class Representatives for initiating the Action and providing services in support
21 of the Action.

22 1.16 “Court” means the Superior Court of California, County of San Bernardino.

23 1.17 “Defendant” means named Defendant JSAK Victorville Partners LP dba Hilton Garden
24 Inn Victorville.

25 1.18 “Defense Counsel” means Gregory J. Hout of Law Offices of Gregory J. Hout.

26 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
27 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

1 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
2 one or more Participating Class Members objects to the Settlement, the day after the deadline for
3 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
4 the day after the appellate court affirms the Judgment and issues a remittitur.

5 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

6 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
7 of the Settlement.

8 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
9 Approval of the Settlement.

10 1.23 “Gross Settlement Amount” or “GSA” means \$500,000.00, which is the total amount
11 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

12 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
13 the Net Settlement Amount calculated according to the number of Workweeks worked during the
14 Class Period.

15 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
16 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
17 the PAGA Period.

18 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

19 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
20 entitled, under Labor Code section 2699, subd. (i).

21 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
22 under Labor Code section 2699, subd. (i).

23 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
24 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class
25 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
26 Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class
27 Payments.
28

1 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
2 Settlement by sending the Administrator a valid and timely Request for Exclusion.

3 1.31 “Operative Class Complaint” means the operative class action complaint filed in the
4 Action.

5 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
6 worked for Defendant for at least one day during the PAGA Period.

7 1.33 “PAGA Period” means the period from January 16, 2023 through July 1, 2025.

8 1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.35 “PAGA Notice” means Plaintiffs’ January 16, 2024 letter (LWDA-CM-1005104-24) to
10 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

11 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
12 Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00)
13 and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

14 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.

16 1.38 “Plaintiffs” means Jessica Marie Jones and Aundrae Allen Soto, the named plaintiffs in
17 the Action.

18 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
19 Settlement.

20 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
21 below.

22 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
23 5.3 below.

24 1.42 “Released Parties” means Defendant and Defendant’s officers, directors, employees and
25 agents.

26 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
27 excluded from the Class Settlement signed by the Class Member.
28

1 1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
2 Class Members and Aggrieved Employees and shall be the last date on which Class Members
3 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
4 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
5 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
6 calendar days beyond the Response Deadline has expired.

7 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
8 Judgment.

9 1.46 “Workweek” means any week during which a Class Member worked for Defendant for
10 at least one day, during the Class Period.

11 2. **RECITALS.**

12 2.1 On October 30, 2023, Plaintiffs filed the class action alleging Defendant (1) failed to pay
13 minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal
14 periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at
15 termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify
16 employees for expenditures; (8) failed to produce requested employment records; and (9) violated
17 California’s Unfair Competition Law, California Business and Professions Code section 17200,
18 *et seq.* On January 16, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiffs gave notice to
19 the LWDA and Defendant that Plaintiffs intended to proceed with a representative action under
20 PAGA (LWDA-CM-1005104-24). On October 2, 2024, Plaintiffs filed the PAGA action alleging
21 claims for penalties pursuant to Labor Code § 2699, *et seq.* On June 2, 2025, Plaintiffs filed a first
22 amended complaint in the class action, adding the PAGA claims asserted in the PAGA action.
23 Plaintiff will dismiss the separately filed PAGA Action without prejudice following the Court
24 granting Preliminary Approval of the Class Action and PAGA Settlement Agreement.

25 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
26 laws identified in the Action, and denies any and all liability for the causes of action alleged in
27 the Action.
28

1 2.3 On December 4, 2024, the Parties participated in an all-day mediation presided over by
2 mediator Russ Wunderli. The Parties, however, were unable to reach an agreement. Thereafter,
3 on May 1, 2025, the Parties participated in a half-day mediation presided over by mediator Russ
4 Wunderli. With the help of Mr. Wunderli, the Parties were able to reach an agreement on general
5 settlement terms at mediation and executed a Memorandum of Understanding thereafter.

6 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
7 of, and applicable law to, the Action. Prior to mediation, Plaintiffs obtained and analyzed a
8 representative sampling of time and payroll data for Class Members and the necessary policy
9 documents through informal discovery to properly evaluate the strengths and weakness of the
10 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
11 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
12 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
13 130 (2008) ("*Dunk/Kullar*").

14 2.5 The Court has not granted class certification because the Parties engaged in mediation
15 before any class certification.

16 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
17 other pending matter or action asserting claims that will be extinguished or affected by the
18 Settlement.

19 **3. MONETARY TERMS.**

20 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
21 Defendant will pay \$500,000.00 to fully settle, resolve, and extinguish all claims asserted in the
22 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
23 Settlement Amount is non-reversionary.

24 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
25 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
26 in the Final Approval:

27 3.2.1 To Plaintiffs: A payment for the Enhancement Award to Plaintiffs of not more than
28 \$10,000.00 each, in addition to any Individual Class Payment and any Individual PAGA Payment

1 the Class Representatives are entitled to receive as a Participating Class Member. Defendant will
2 not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As
3 part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will
4 seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to
5 the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
6 Enhancement Award less than the amount requested, the Administrator will retain the remainder
7 in the Net Settlement Amount to be distributed to Participating Class Members. The
8 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full
9 responsibility and liability for employee taxes owed on the Enhancement Award.

10 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
11 of the GSA, which is currently estimated to be \$166,666.67 and a Class Counsel Litigation
12 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
13 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
14 Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise
15 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
16 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
17 remainder to the Net Settlement Amount for distribution to Participating Class Members.
18 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising
19 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
20 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
21 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
22 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
23 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
24 from any dispute or controversy regarding any division or sharing of any of these Payments.

25 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
26 exceed \$6,990.00 except for a showing of good cause and as approved by the Court. To the extent
27 the Administration Costs are less or the Court approves payment of less than requested, the
28

1 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
2 Participating Class Members.

3 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
4 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
5 Participating Class Members during the Class Period, and (b) multiplying the result by each
6 individual Participating Class Member’s Workweeks.

7 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
8 each Participating Class Member’s Individual Class Payment will be allocated to the Settlement
9 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be
10 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s
11 Individual Class Payment will be allocated to the settlement of claims for interest and penalties
12 (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and
13 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
14 liability for any employee taxes owed on their Individual Class Payment.

15 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
16 Class Payments. Non-Participating Class Members will not receive any Individual Class
17 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
18 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

19 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
20 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the
21 LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

22 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
23 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000.00) by
24 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
25 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA
26 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
27 their Individual PAGA Payment.
28

1 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
2 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
3 Participating Class Members. The Administrator will report the Individual PAGA Payments on
4 IRS 1099 Forms.

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

6 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
7 records, Defendant represents there are 182 Class Members who collectively worked a total of
8 18,389 workweeks during the Class Period.

9 4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of
10 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
11 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
12 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
13 and for no other purpose, and restrict access to the Class Data to Administrator employees who
14 need access to the Class Data to effect and perform under this Agreement. Defendant has a
15 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
16 class member identifying information and to provide corrected or updated Class Data as soon as
17 reasonably feasible. Without any extension of the deadline by which Defendant must send the
18 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
19 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
20 Data.

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

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

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

4 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
6 face of each check shall prominently state the date (180 days after the date of mailing) when the
7 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
8 Void Date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom the Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all
11 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
12 Employees (including those for whom Class Notice was returned undelivered). The Administrator
13 may send Participating Class Members a single check combining the Individual Class Payment
14 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
15 must update the recipients’ mailing addresses using the National Change of Address Database.

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

24 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
26 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
27 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
28 California Code of Civil Procedure Section 384, subd. (b).

1 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
2 not obligate Defendant to confer any additional benefits or make any additional payments to Class
3 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
5 Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all
6 Released Parties as follows:

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

19 5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
20 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights,
21 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

26 5.2 Released Class Claims: All Participating Class Members will waive and release all wage
27 and hour class claims asserted in the complaint filed in the Action or that could have been alleged
28

1 based on the factual allegations asserted in the complaint filed in the Action during the Class
2 Period (collectively the “Released Class Claims”).

3 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
4 Participating Class Members who are Aggrieved Employees, are all claims for civil penalties
5 under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the
6 LWDA and the PAGA claims included in the Action, or that could have been based on the facts
7 asserted in the PAGA Notice and the PAGA claims included in the Action against Released
8 Parties (collectively the “Released PAGA Claims”).

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

11 6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
12 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
13 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
14 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
15 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
16 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
17 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
18 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
19 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
20 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant
21 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
22 their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other
23 pending matter or action asserting claims that will be extinguished or adversely affected by the
24 Settlement.

25 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
26 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
27 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
28

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

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
6 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
7 Preliminary Approval or conditions Preliminary Approval on any material change to this
8 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
9 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
10 otherwise satisfy the Court’s concerns.

11 7. **SETTLEMENT ADMINISTRATION.**

12 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
13 Administration to serve as the Administrator and verified that, as a condition of appointment, the
14 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
15 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
16 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
17 Administrator other than a professional relationship arising out of prior experiences administering
18 settlements.

19 7.2 Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings and
21 providing reports to state and federal tax authorities.

22 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
24 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
25 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
26 to Participating Class Members.

27 ///

28 ///

1 7.4 Notice to Class Members.

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

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

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

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

26 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
27 discovers any persons who believe they should have been included in the Class Data and should
28 have received Class Notice, the Parties will expeditiously meet and confer in person or by

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

6 7.5 Requests for Exclusion (Opt-Outs).

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

15 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
16 to contain all the information specified in the Class Notice. The Administrator shall accept any
17 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
18 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
19 determination shall be final and not appealable or otherwise susceptible to challenge. If the
20 Administrator has reason to question the authenticity of a Request for Exclusion, the
21 Administrator may demand additional proof of the Class Member's identity. The Administrator's
22 determination of authenticity shall be final and not appealable or otherwise susceptible to
23 challenge.

24 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
28 Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

20 7.7 Objections to Settlement.

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

25 7.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than forty-five (45) days after the Administrator’s mailing of the Class Notice (plus
2 an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

23 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
24 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
25 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
26 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
27 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
28 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment

1 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
2 objections received.

3 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
4 address and make final decisions consistent with the terms of this Agreement on all Class Member
5 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
6 shall be final and not appealable or otherwise susceptible to challenge.

7 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
8 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
9 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
10 for filing in Court attesting to its due diligence and compliance with all of its obligations under
11 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
12 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
13 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
14 number of written objections and attach the Exclusion List. The Administrator will supplement
15 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
16 for filing the Administrator's declaration(s) in Court.

17 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
18 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
19 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
20 identification number only of all payments made under this Agreement. At least fifteen (15) days
21 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
22 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
23 of all payments required under this Agreement. Class Counsel is responsible for filing the
24 Administrator's declaration in Court.

25 8. **ESCALATOR CLAUSE**. Based on its records, Defendant represents there are 182 Class
26 Members who collectively worked a total of 18,389 Workweeks during the Class Period. Should
27 the Workweeks increase more than 15% (i.e. more than 2,759 workweeks), the GSA will increase
28 on a proportional basis equal to the percentage increase in the number of Workweeks worked by

1 the Class Members above the 15% (for example, if the final number of total workweeks increases
2 by 16%, the GSA will increase 1%).

3 9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
4 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
5 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
6 the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
7 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide
8 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
9 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
10 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
12 by a Participating Class Member, including the right to file responsive documents in Court no
13 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good
18 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
19 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
20 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
21 Administrator Costs Payment shall not constitute a material modification to the Agreement within
22 the meaning of this paragraph.

23 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes
25 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
26 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

1 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
 2 counsel, and all Participating Class Members who did not object to the Settlement as provided in
 3 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
 4 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
 5 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
 6 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’
 7 obligations to perform under this Agreement will be suspended until such time as the appeal is
 8 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
 9 of the Net Settlement Amount.

10 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
 11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
 12 modification of this Agreement (including, but not limited to, the scope of release to be granted
 13 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
 14 expeditiously work together in good faith to address the appellate court’s concerns and to obtain
 15 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
 16 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
 17 Court’s award of the Enhancement Award or any payments to Class Counsel shall not constitute
 18 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
 19 Settlement Amount remains unchanged.

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

23 11. **ADDITIONAL PROVISIONS.**

24 11.1 No Admission of Liability, Class Certification or Representative Manageability for
 25 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
 26 claims. Nothing in this Agreement is intended or should be construed as an admission by
 27 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
 28 any liability for any claims asserted; nor should it be intended or construed as an admission by

1 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class
2 certification and representative treatment is for purposes of this Settlement only. If, for any
3 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
4 reserves the right to contest certification of any class for any reason, Defendant reserves all
5 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
6 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
7 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
8 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
9 Settlement and this Agreement).

10 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
12 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
13 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
14 or indirectly, specifically or generally, to any person, corporation, association, government
15 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
16 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
17 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
18 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
19 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
20 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
21 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
22 communication, before the filing of the Motion for Preliminary Approval, with any third party
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
25 communications with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
28 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
2 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
3 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

4 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
7 inducements made to or by any Party.

8 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
10 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
11 its terms, and to execute any other documents reasonably required to effectuate the terms of this
12 Agreement including any amendments to this Agreement.

13 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 or content of any document necessary to implement the Settlement, or on any modification of the
18 Agreement that may become necessary to implement the Settlement, the Parties will seek the
19 assistance of a mediator and/or the Court for resolution.

20 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
23 action, or right released and discharged by the Party in this Settlement.

24 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
26 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
27 Part 10, as amended) or otherwise.
28

1 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court.

4 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
5 to the benefit of, the successors of each of the Parties.

6 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
10 of this Agreement. This Agreement will not be construed against any Party on the basis that the
11 Party was the drafter or participated in the drafting.

12 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 11.16 Notice. All notices, demands, or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly given as of the
23 third business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiffs:

26 John G. Yslas
27 john.yslas@wilshirelawfirm.com
28 Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan

1 harry.erganyan@wilshirelawfirm.com
2 Mariam Nazaretyan
3 mariam.nazaretyan@wilshirelawfirm.com
4 **WILSHIRE LAW FIRM**
5 660 S. Figueroa St., Sky Lobby
6 Los Angeles, California 90017
7 Telephone: (213) 381-9988
8 Facsimile: (213) 381-9989

9 To Defendant:

10 Gregory J. Hout, Esq.
11 Law Offices of GREGORY J. HOUT
12 12396 World Trade Drive, Suite 206
13 San Diego, CA 92128
14 ghout@houtlaw.com
15 (858) 946-6658 fax (858) 946-6659

16 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts
17 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
18 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
19 one and the same instrument if counsel for the Parties will exchange between themselves signed
20 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
21 contents of this Agreement.

22 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
24 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
25 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

26 11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
27 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be
28 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
might apply under federal or state law. The Parties further agree and intend that the San
Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil
Procedure § 664.6.

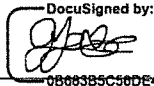
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1 IT IS SO AGREED.

2
3 By the Parties:

4
5
6 DATED: 10/1/2025

DocuSigned by:



Plaintiff Jessica Marie Jones

7
8
9 DATED: 10/1/2025

Signed by:


Plaintiff Aundrae Allen Soto

10
11
12
13
14 DATED: 10/10/2025



Defendant JSAK Victorville Partners LP dba Hilton Garden
Inn Victorville


By: HEMANT CHHATRALA

Position: _____

15
16
17
18
19 Approved by counsel:

20
21 DATED: 10/1/2025

WILSHIRE LAW FIRM

22
23 BY: 

John G. Yslas

Diego Aviles

Counsel for Plaintiffs Jessica Marie Jones and Aundrae
Allen Soto

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27 ///

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DATED: 10/13/25

LAW OFFICES OF GREGORY J. HOUT

BY: 

Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to court approval, this amendment is made to the Class Action and PAGA Settlement Agreement (“Agreement”) entered into by and between Plaintiffs Jessica Marie Jones and Aundrae Allen Soto (“Plaintiffs”) and Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as a “Party.”

The Parties agree to replace Section 5.3 of the Settlement Agreement as follows:

5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the LWDA and the PAGA claims included in the Action, or that could have been based on the facts asserted in the PAGA Notice and the PAGA claims included in the Action against Released Parties, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, failure to produce employment records, failure to provide proper sick leave and supplemental paid sick leave, failure to pay vested vacation and/or paid time off; failure to provide suitable seating, and claims under the following statutes: California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247, 248, 248.5, 2699, 2802, 432, 432.5, 432.7, 510, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 3366, 3457, 6401, 8397.4., and the applicable IWC Wage Order(s) (collectively the “Released PAGA Claims”).

SIGNATURES

I have read this Amendment to the Agreement and agree to its terms.

By the Parties:

DATED: 2/26/2026

DocuSigned by:



0B683B5C58DF415

Plaintiff Jessica Marie Jones

DATED: 2/26/2026

Signed by:



0F9B54E71DF84F6...

Plaintiff Aundrae Allen Soto

DATED: _____

Defendant JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

By: _____

Position: _____

Approved by counsel:

DATED: 2/26/2026

WILSHIRE LAW FIRM



By: _____

John G. Yslas
Diego Aviles
Counsel for Plaintiffs Jessica Marie Jones and
Aundrae Allen Soto

DATED: _____

LAW OFFICES OF GREGORY J. HOUT

BY: _____

Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

DATED: 02/25/2026

VIKRAM PATEL
Defendant JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

By: 

Position: (Member)

Approved by counsel:

DATED: _____

WILSHIRE LAW FIRM

By: _____

John G. Yslas
Diego Aviles
Counsel for Plaintiffs Jessica Marie Jones and
Aundrae Allen Soto

DATED: 2/26/26

LAW OFFICES OF GREGORY J. HOUT

BY: 

Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

EXHIBIT A

EXHIBIT A

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

*Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville,
San Bernardino County Superior Court, Case No. CIVSB2327394*

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

You may be eligible to receive money from employee class and representative action lawsuits (“Action”) against JSAK Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees, Jessica Marie Jones and Aundrae Allen Soto, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (May 5, 2019 to July 1, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (January 16, 2023 to July 1, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville at some point(s) between May 5, 2019 through July 1, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is January 16, 2023 through July 1, 2025.

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

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

The Court in charge of the Action is the San Bernardino County Superior Court. The case is titled *Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville*, Case No.

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

CIVSB2327394. The persons who sued, Jessica Marie Jones and Aundrae Allen Soto, are the Plaintiffs, and the company sued, JSAK Victorville Partners LP dba Hilton Garden Inn Victorville, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiffs' claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who were employed by Defendant in State of California at any time from May 5, 2019 through July 1, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$500,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$166,666.67 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 each to the Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$6,990.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (May 5, 2019 to July 1, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from January 16, 2023 to July 1, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

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

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

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

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 37 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

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

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

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's officers, directors, employees, and agents ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” shall include all wage and hour claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Action during the Class Period against the Released Parties.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the LWDA and the PAGA claims included in the Action, or that could have been based on the facts asserted in the PAGA Notice and the PAGA claims included in the Action against Released Parties, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, failure to produce employment records, failure to provide proper sick leave and supplemental paid sick leave, failure to pay vested vacation and/or paid time off; failure to provide suitable seating, and claims under the following statutes: California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247, 248, 248.5, 2699, 2802, 432, 432.5, 432.7, 510, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 3366, 3457, 6401, 8397.4., and the applicable IWC Wage Order(s).

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville. Settlement
XXXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (January 16, 2023 through July 1, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude

yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

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

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

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$166,666.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiffs Jessica Marie Jones and Aundrae Allen Soto in the amount of \$10,000.00 each, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

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

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

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

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville Settlement

[REDACTED]

City, State, [REDACTED]

Email:

Fax

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department S33 of the San Bernardino County Superior Court (San Bernardino Justice Center) located at 247 West Third Street, San Bernardino, California 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville Settlement

XXXXXX

City, State, XXXXX

Email:

Fax

PLEASE DO NOT TELEPHONE THE COURT OR JSAK VICTORVILLE PARTNERS LP DBA HILTON GARDEN INN VICTORVILLE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.