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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **FOR THE COUNTY OF LOS ANGELES**

25 BEATRIZ G. PIMENTEL, individually and
26 on behalf of all other members of the general
27 public similarly situated;

28 Plaintiff,

vs.

IBH ROME LLC, a Delaware corporation; IB
HOSPITALITY INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV01656

Hon. Carolyn B. Kuhl
Dept. SSC12

Action Filed: January 12, 2021

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: August 21, 2020

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or
3 “Agreement”) is entered into by and between Plaintiff Beatriz G. Pimentel, individually and on
4 behalf of the Class Members on one hand (“Plaintiff” or “Class Representative”), and Defendants
5 IBH Rome, LLC and IB Hospitality, Inc., on the other hand (“Defendants”) (collectively, the
6 “Parties”).

7 This Agreement is subject to the approval of the Court, pursuant to California Rules of
8 Court Rule 3.769 and Labor Code § 2699, and is made for the sole purposes of attempting to
9 consummate the settlement of this Action on a class-wide and representative basis subject to the
10 terms and conditions set forth within this Agreement. As detailed below, in the event the Court
11 does not enter an order granting final approval of the Class Settlement and/or the PAGA
12 Settlement, as defined below, or if the conditions precedent are not met for any reason, this
13 Agreement is void and of no force or effect whatsoever.

14 NOW THEREFORE, in consideration of the promises and warranties set forth below, the
15 Parties agree that this Action shall be fully compromised and settled pursuant to the following
16 terms and conditions:

17 **DEFINITIONS**

18 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
19 Action and PAGA Settlement.

20 2. “Action” refers to the lawsuits entitled *Pimentel v. IBH Rome, LLC et al.*, Los
21 Angeles Superior Court Case No. 21STCV01656 (the “*Pimentel* Class Action”) and *Pimentel v.*
22 *IBH Rome, LLC et al.*, Los Angeles Superior Court Case No. 20STCV31884 (the “*Pimentel*
23 *PAGA* Action”). On March 29, 2021, the Parties filed a Joint Stipulation to Consolidate the
24 *Pimentel* Class and PAGA Actions, which was granted by Judge Kuhl, the presiding judge in the
25 *Pimentel* Class Action, on or about April 26, 2021 pending the filing of a First Amended
26 Complaint. On or about February 17, 2022, the Parties filed a First Amended Complaint, which
27 added all the claims and allegations asserted in the *Pimentel* Class and PAGA Actions for
28 purposes of seeking approval of this Settlement Agreement.

1 3. “Class Counsel” means Payne Nguyen, LLP.

2 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
3 litigation and resolution of the Actions and their expenses and costs incurred in connection with
4 the Actions, which shall be paid from the Total Settlement Amount. Class Counsel will request
5 attorneys’ fees not to exceed thirty-five percent (35%) of the Total Settlement Amount
6 (\$82,250.00) and the reimbursement of any costs and expenses associated with Class Counsel’s
7 litigation and settlement of the Actions, not to exceed Fifteen Thousand Dollars (\$15,000.00),
8 subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request
9 for fees and reimbursement of costs and expenses in the amounts set forth above.

10 5. “Class List” means a complete list of all Class Members that Defendants will
11 diligently and in good faith compile from their records and provide to the Settlement
12 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
13 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the
14 following information for each Class Member: (1) full name; (2) last known home address; (3)
15 last known telephone number; (4) social security number; (5) total workweeks during the Class
16 Period; and (6) any other information required by the Settlement Administrator in order to
17 effectuate the terms of the Settlement. The Class List shall be treated as confidential at all times.

18 6. “Class” or “Class Members” means all hourly, non-exempt employees employed
19 by Defendants in the State of California during the Class Period.

20 7. “Class Notice” means the Notice of Class Action Settlement in a form
21 substantially similar to the form attached hereto as Exhibit A, in both English and Spanish, that
22 will be mailed to each Class Members’ last known address and which will provide Class Members
23 with information regarding the Actions and information regarding the settlement of the Actions.

24 8. “Class Period” means the period from January 12, 2017, through the date of
25 Preliminary Approval of the Settlement Agreement. Plaintiff is entering into this Settlement based
26 on Defendants’ representation that the Class Members have worked a total of approximately 8,616
27 Workweeks during the Class Period prior to mediation. Defendants shall confirm, via a
28 declaration, (1) a verified number of workweeks as of October 9, 2021 (the date of mediation),

1 and (2) a verified number of workweeks as of one month prior to the filing of Plaintiff's Motion
2 for Preliminary Approval.

3 9. "Class Representative" means Plaintiff Beatriz G. Pimentel in her capacity as the
4 representative of the Participating Class Members.

5 10. "Class Representative Enhancement Payment" means the amount that the Court
6 authorizes to be paid to Plaintiff Beatriz G. Pimentel, in addition to her Individual Settlement
7 Payment, in recognition of the efforts and service to the Class Members, as well as for the General
8 Release of her claims as provided herein.

9 11. "Court" means the Superior Court of the State of California for the County of Los
10 Angeles.

11 12. "Defendants" means IBH Rome, LLC and IB Hospitality, Inc.

12 13. "Defense Counsel" means Thy Bui, Joanna MacMillan, and Kelsey Link of
13 Constangy, Brooks, Smith and Prophete, LLP.

14 14. "Effective Date" means the later of (1) the Final Approval Date if no objections
15 are filed, or if any objections which were filed are withdrawn before the Final Approval Date; (2)
16 if one or more objections are filed and not subsequently withdrawn, the Effective Date is the date
17 five (5) calendar days after the deadline to file an appeal, unless an appeal is filed, in which case
18 the Effective Date is the date five (5) calendar days after an appeal is dismissed or the Final
19 Approval Order is affirmed on appeal. The Gross Settlement shall be funded thirty (30) calendar
20 days following the Effective Date of the Settlement.

21 15. "Final Approval Date" means the later of (1) the date the Court signs an Order
22 granting final approval of this settlement ("Final Approval") and Judgment; (2) if there is an
23 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
24 appeals are filed, the date on which the appeals have been resolved or exhausted.

25 16. "Individual Settlement Payment" means the amount payable from the Net
26 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
27 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
28

1 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
2 PAGA Members.

3 17. “Net Settlement Amount” means the funds available for payments to the Class,
4 which shall be the amount remaining after the following amounts are deducted from the Total
5 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
6 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) PAGA
7 Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and
8 PAGA Members.

9 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
10 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

11 19. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
12 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
13 2698, *et seq.*). The Parties have agreed that Ten Thousand Dollars (\$10,000.00) of the Total
14 Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA claims. Seventy-five
15 percent (75%) of the PAGA Penalties (i.e., \$7,500.00) will be paid to the LWDA in accordance
16 with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent (25%) of the PAGA Penalties
17 (i.e., \$2,500.00), will be distributed to PAGA Members on a *pro rata* basis, the amount of which
18 shall be calculated by the Settlement Administrator. PAGA Members will receive payment from
19 the employee portion of the PAGA Penalties regardless of their decision to participate in the class
20 action if the PAGA Penalties is approved by the Court.

21 20. “PAGA Period” means the period commencing on November 22, 2018 and ending
22 on the date of Final Approval of the Settlement by the Court.

23 21. “PAGA Members” means all current and former non-exempt employees of
24 Defendants employed by Defendants in the State of California at any time during the PAGA
25 Period.

26 22. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
27 either Plaintiff or Defendants.

1 23. “Participating Class Members” means all Class Members who do not submit a
2 valid and timely Request for Exclusion.

3 24. “Pay Period” shall mean any bi-weekly pay period (i.e. pay period beginning on
4 Sunday and ending on second following Saturday) in which a Class Member or PAGA Member
5 performed work for Defendants at least one day.

6 25. “Plaintiff” means Beatriz G. Pimentel.

7 26. “Preliminary Approval” means the Court order granting preliminary approval of
8 the Settlement Agreement.

9 27. “Objection” means a Class Member’s valid and timely written objection to the
10 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
11 address, telephone number, last four digits of the employee’s social security number or employee
12 ID number, and signature; (b) an indication whether the objector intends to appear at the Final
13 Approval Hearing; and (c) a written statement of all grounds for the objection accompanied by
14 legal support, if any, for such objection.

15 28. “Released Claims” means all causes of action contained in the operative
16 complaints in the Actions, including, without limitation: (1) Failure to pay overtime; (2) Failure
17 to provide meal periods; (3) Failure to authorize and permit rest breaks; (4) Failure to pay
18 minimum wages; (5) Failure to timely pay wages owed during employment; (6) Failure to timely
19 pay final wages at termination; (7) Failure to provide accurate itemized wage statements; (8)
20 Failure to maintain accurate records; (9) Violation of California Business and Professions Code
21 § 17200, *et seq.*; and (10) Private Attorney General Act, Labor Code § 2698, *et seq.*, through the
22 date of Preliminary Approval. This release includes any and all claims of any kind that arise from
23 or could have been asserted based on the facts alleged in the operative complaints in the Actions.

24 29. “Released Parties” means Defendant IBH Rome, LLC and Defendant IB
25 Hospitality, Inc., as named by Plaintiff in the operative complaints in the Actions, and their past,
26 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
27 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,

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1 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
2 venturers.

3 30. "Request for Exclusion" means a valid and timely written statement submitted by
4 a Class Member requesting to be excluded from the Actions. To be effective, the Request for
5 Exclusion must contain (a) the Class Member's name, address, telephone number, and the last
6 four digits of the Class Member's Social Security number and/or the Employee ID number and
7 signature; (b) a statement indicating whether the Class Member intends to appear at the Final
8 Approval Hearing(b) a clear statement requesting to be excluded from the settlement of the class
9 claims similar to the following: "I wish to exclude myself from the class settlement reached in
10 the matter of *Pimentel v. IBH Rome, LLC et al.* I understand that by excluding myself, I will not
11 receive money from the settlement of my individual claims." To be effective, the Request for
12 Exclusion must be post-marked by the Response Deadline and received by the Settlement
13 Administrator.

14 31. "Response Deadline" means the date sixty (60) days after the Settlement
15 Administrator mails the Class Notice to Class Members and the last date on which Class Members
16 may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes.
17 In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
18 extended to the next day on which the U.S. Postal Service is open. No extensions will be provided
19 for any Class Notices that must be re-mailed to Class Members.

20 32. "Settlement" means the disposition of the Actions pursuant to this Agreement.

21 33. "Settlement Administrator" means Phoenix Settlement Administrators. The
22 Parties each represent that they do not have any financial interest in the Settlement Administrator
23 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
24 interest.

25 34. "Settlement Administration Costs" means the costs payable from the Total
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
27 but not limited to, printing, distributing, and tracking documents for this Settlement,
28 calculating/confirming the Class Members' Workweeks and Pay Periods from the information

1 contained in the Class List, calculating each Participating Class Member's Individual Settlement
2 Payment, tax reporting, distributing the Total Settlement Amount, providing necessary reports and
3 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
4 as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Fifteen
5 Thousand Dollars (\$15,000.00).

6 35. "Total Settlement Amount" means the gross sum of Two Hundred Thirty-Five
7 Thousand Dollars (\$235,000.00). The Total Settlement Amount is non-reversionary; no portion of
8 the Total Settlement Amount will return to Defendants. The Total Settlement Amount includes all
9 (1) Individual Settlement Payments, (2) Class Counsel's Fees and Costs, (3) Class Representative
10 Enhancement Payment to Plaintiff, (4) Settlement Administration Costs, and (5) PAGA Penalties.
11 The Total Settlement Amount also includes all associated taxes and interests, with the exception
12 of Defendants' corporate payroll tax obligation, which shall be paid in addition to the Total
13 Settlement Amount.

14 36. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
15 ending on Saturday) in which a Class Member or PAGA Member performed work for Defendants
16 at least one calendar day.

17 **RECITALS**

18 37. These Actions are comprised of two separate lawsuits that are entitled as follows:
19 *Pimentel v. IBH Rome, LLC et al.*, Los Angeles Superior Court Case No. 21STCV01656 (the
20 "*Pimentel* Class Action") and *Pimentel v. IBH Rome, LLC et al.*, Los Angeles Superior Court
21 Case No. 20STCV31884 (the "*Pimentel* PAGA Action"). On March 29, 2021, the Parties filed a
22 Joint Stipulation to Consolidate the *Pimentel* Class and PAGA Actions, which was granted by
23 Judge Kuhl, the presiding judge in the *Pimentel* Class Action, on or about April 26, 2021. On or
24 about February 17, 2022, the Parties filed a First Amended Complaint, which consolidated all
25 claims and allegations asserted in the *Pimentel* Class and PAGA Actions for purposes of seeking
26 approval of this Settlement Agreement.

27 38. The First Amended Complaint collectively asserts the following class and
28 representative causes of action: (1) Failure to pay overtime; (2) Failure to provide meal periods;

1 (3) Failure to authorize and permit rest breaks; (4) Failure to pay minimum wages; (5) Failure to
2 timely pay wages owed during employment; (6) Failure to timely pay final wages at termination;
3 (7) Failure to provide accurate itemized wage statements; (8) Failure to maintain accurate records;
4 (9) Violation of California Business and Professions Code § 17200, *et seq.*; and (10) Private
5 Attorney General Act, Labor Code § 2698, *et seq.*

6 39. In March of 2021, Parties agreed to mediate the Actions in an effort to avoid the
7 high cost of litigation and on condition that Defendants would provide sufficient information to
8 allow Class Counsel to conduct a thorough evaluation of the claims and damages at issue in this
9 case. Defendants informally produced information including its compensation and policy
10 documents, including relevant versions of its Employee Handbook, meal break waivers, as well
11 as a 20% sampling of time and payroll records pertaining to Class Members and PAGA Members.

12 40. On October 9, 2021, the Parties participated in a private mediation with
13 experienced and respected mediator Eve Wagner, Esq. of Signature Resolution. At the conclusion
14 of the mediation, the Parties agreed to the material terms set forth in this Settlement Agreement.

15 41. While Defendants are confident of a positive outcome on the merits, Defendants
16 have concluded that the future costs and expenses involved in continuing litigation would be
17 significant. For that reason, Defendants have agreed to a settlement to eliminate any further
18 expenses, attorneys' fees, and risks associated with further litigation of this Action.

19 42. Class Counsel has conducted a thorough investigation into the facts of the Actions,
20 including a thorough review of relevant documents, and has diligently pursued an investigation
21 of the claims of the Class against Defendants. Based on their own independent investigation and
22 evaluation, Class Counsel are of the opinion that the Settlement Amount is fair, reasonable,
23 adequate, and in the best interest of the Class in light of all known facts and circumstances.

24 **STIPULATION OF CLASS CERTIFICATION**

25 43. Class Certification. The Parties stipulate and agree to the certification of this
26 Action for purposes of this Settlement only. Should the Settlement not become final and effective
27 as herein provided, class certification shall immediately be set aside and the Settlement Class
28 immediately decertified. The Parties' willingness to stipulate to class certification as part of the

1 Settlement shall have no bearing on, and shall not be admissible in or considered in connection
2 with, the issue of whether a class should be certified in a non-settlement context in these Actions
3 and shall have no bearing on, and shall not be admissible or considered in connection with, the
4 issue of whether a class should be certified in any other lawsuit.

5 44. In the event the Settlement Agreement fails to be approved or otherwise fails to be
6 consummated for any reason whatsoever, including but not limited to the Judgment not becoming
7 final, then Defendants retain all rights and defenses previously available to it, and any provisional
8 certification of any class, or the adoption of any procedure or any ruling made pursuant to the
9 terms contained herein, shall be undone and the Parties restored to their pre-settlement status as
10 if no settlement had been reached and no decisions were made pursuant to it, except as otherwise
11 expressly provided herein. In that event, nothing in this Settlement Agreement or other papers or
12 proceedings related to the settlement shall be used as evidence or argument by any Party,
13 including any Class Member who opts out, concerning whether or not the *Pimentel* Class Action
14 may properly be maintained as a class action and/or the *Pimentel* PAGA Action may be properly
15 maintained as a representative action pursuant to California state law.

16 45. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
19 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
20 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
22 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
24 as an admission or concession by Defendants of any such violations or failures to comply with
25 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
26 this Agreement and its terms and provisions shall not be offered or received as evidence in any
27 action or proceeding to establish any liability or admission on the part of Defendants or to
28

1 establish the existence of any condition constituting a violation of, or a non-compliance with,
2 federal, state, local or other applicable law.

3 **TERMS OF AGREEMENT**

4 46. Settlement Consideration. Defendants shall fully fund the Total Settlement
5 Amount following Final Approval by the Court. The following will be paid out of the Total
6 Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative
7 Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Penalties, and the Settlement
8 Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes
9 due on the Individual Settlement Payments, Defendants shall not be required to pay more than
10 the Total Settlement Amount. The Total Settlement Amount is non-reversionary; no portion of
11 the Total Settlement Amount will revert to Defendants.

12 47. Funding of the Total Settlement Amount. Within thirty (30) calendar days of the
13 Effective Date of the Settlement, Defendants will deposit the Total Settlement Amount, and all
14 applicable employer-side payroll taxes, into a Qualified Settlement Fund (“QSF”) to be
15 established by the Settlement Administrator. Defendants shall also provide all information
16 necessary for the Settlement Administrator to calculate necessary payroll taxes including their
17 official names, 8 digit state unemployment insurance tax ID numbers, and other information
18 requested by the Settlement Administrator, no later than thirty (30) calendar days of the Effective
19 Date.

20 48. Distribution of the Total Settlement Amount. Within seven (7) calendar days of
21 the funding of the Settlement, subject to the conditions set forth below, the Settlement
22 Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA
23 Penalties to the LWDA; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s
24 Fees and Costs; and (e) Settlement Administration Costs.

25 49. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any
26 application or motion by Class Counsel for attorneys’ fees of up to thirty-five percent (35%) of
27 the Total Settlement Amount (\$82,250.00) plus the reimbursement of costs and expenses
28 associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to

1 exceed Fifteen Thousand Dollars (\$15,000.00), both of which will be paid from the Total
2 Settlement Amount. Any portion of the requested fees or costs that is not awarded by the Court
3 to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
4 Participating Class Members as provided in this Agreement.

5 50. Class Representative Enhancement Payment. Defendants agree not to oppose or
6 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
7 of Seven Thousand Five Hundred Dollars (\$7,500.00) to the Plaintiff. The Class Representative
8 Enhancement Payment is in exchange for the General Release of Plaintiff's individual claims,
9 and for Plaintiff's time, effort and risk in bringing and prosecuting the Actions. Any adjustments
10 made by the Court to the requested Class Representative Enhancement Payment shall not be
11 deemed a material modification of this Agreement. In the event that the Court reduces or does
12 not approve the requested Class Representative Enhancement Payment, the Settlement
13 Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the
14 settlement for that reason, it shall remain binding, and any portion of the requested Class
15 Representative Enhancement Payment that is not awarded by the Court to the Class
16 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating
17 Class Members as provided in this Agreement.

18 51. Settlement Administration Costs. The Settlement Administrator will be paid for
19 the reasonable costs of administration of the Settlement and distribution of payments from the
20 Total Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
21 shall not exceed Fifteen Thousand Dollars (\$15,000.00).

22 52. PAGA Penalties. Ten Thousand Dollars (\$10,000.00) of the Total Settlement
23 Amount shall be allocated from the Total Settlement Amount for settlement of claims for civil
24 penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%)
25 of the PAGA Penalties, or Seven Thousand Five Hundred Dollars (\$7,500.00), to the LWDA.
26 The remaining twenty-five percent (25%) of the PAGA Penalties, or Two Thousand Five Hundred
27 Dollars (\$2,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total
28 number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA

1 Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out
2 of the class settlement.

3 53. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount
4 will be used to satisfy the class portion of Participating Class Members' Individual Settlement
5 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
6 is as follows:

7	Total Settlement Amount	\$	235,000.00
8	Class Representative Enhancement Payment:	\$	7,500.00
9	Class Counsel's Fees:	\$	82,250.00
10	Class Counsel's Costs:	\$	15,000.00
11	PAGA Penalties:	\$	10,000.00
12	Settlement Administration Costs:	\$	15,000.00
13	Estimated Net Settlement Amount:	\$	105,250.00

14 54. Individual Settlement Payment Calculations. Individual Settlement Payments will
15 be paid from the Net Settlement Amount and the 25% portion of the PAGA Penalties for PAGA
16 Members and shall be paid pursuant to the formulas set forth herein:

17 a) Calculation of Class Portion of Individual Settlement Payments. The
18 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
19 by adding the number of workweeks worked by each Participating Class Member during the Class
20 Period. The amount that each Participating Class Member will be eligible to receive will be
21 calculated by dividing each Participating Class Member's individual Workweeks by the total
22 Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net
23 Settlement Amount.

24 b) Calculation of PAGA Portion of Individual Settlement Payments. The
25 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding
26 the number of Pay Periods worked by each PAGA Member during the PAGA Period. The amount
27 that each PAGA Member will receive will be calculated by dividing each participating PAGA
28 Member's individual Pay Periods by the total Pay Periods of all PAGA Members, and multiplying

1 the resulting fraction by the 25% share of the PAGA Penalties designated for distribution to
2 aggrieved employees. PAGA Members shall receive this portion of their Individual Settlement
3 Payment regardless of whether they opt out of the participation regarding the class claims.

4 c) Allocation of Individual Settlement Payments. All Individual Settlement
5 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
6 Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty
7 percent (40%) shall be allocated as penalties. The PAGA Penalties to PAGA Members will be
8 designated entirely as payments for alleged penalties. The portion of the Individual Settlement
9 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-
10 2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
11 Administrator.

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

20 56. Settlement Administration Process. The Parties agree to cooperate in the administration of
21 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
22 in administration of the Settlement. The Settlement Administrator will provide the following services:

23 56(a) Translate the Class Notice from English to Spanish.

24 56(b) Print and mail the Class Notice in English and Spanish.

25 56(c) Perform address searches as detailed below, including conducting
26 additional address searches and skip traces for mailed Class Notices
27 that are returned as undeliverable.

28 56(d) Process Requests for Exclusion, Objections, calculate Participating

1 Class Members' Individual Settlement Payment, field inquiries or
2 disputes from Class Members.

3 56(e) Calculate the Individual Settlement Payment each Participating Class
4 Member is eligible to receive and the portion of the PAGA Penalties
5 each PAGA Member shall receive.

6 56(f) Provide declarations and/or other information to this Court as requested
7 by the Parties and/or the Court.

8 56(g) Provide weekly status reports to counsel for the Parties, including the
9 total valid and timely Requests for Exclusion and the total number of
10 Workweeks associated with those Class Members.

11 56(h) Establish and maintain a Qualified Settlement Fund.

12 56(i) Calculate Defendants' share of employer taxes on the wage portion of
13 the Individual Settlement Payments, which shall be paid in addition to
14 the Total Settlement Amount.

15 56(j) Print and issue Settlement Payment Checks, process W-2, 1099, and/or
16 other tax forms to the Plaintiff, Class Counsel, Settlement Class Members,
17 the Internal Revenue Service, the California Labor and Workforce
18 Development Agency, California State Treasury, the Unclaimed Property
19 Division of the California State Controller Office, and/or any other
20 appropriate government authorities, including forwarding all payroll taxes,
21 contributions, and withholdings to the appropriate government authorities.

22 56(k) Post a notice of final judgment, after entry of the judgment, online at
23 the Settlement Administrator's website for a period of sixty (60) days,
24 or any other matter ordered by the Court pursuant to California Rules
25 of Court Rules 3.769 and 3.771(b).

26 57. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
27 Approval, Defendants will provide the Class List to the Settlement Administrator. This is a
28 material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to

1 void the Agreement.

2 58. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
3 will provide: (a) a brief explanation of the case, including the basic contentions and denials of the
4 Parties; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total
5 number of Workweeks each respective Class Member worked for Defendants during the Class
6 Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for
7 calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and
8 PAGA Period; (g) the deadlines by which the Class Member must postmark Requests for
9 Exclusion, Objections to the Settlement, or workweek disputes; (h) the claims to be released, as
10 set forth herein; (j) the date for the final approval hearing; and (k) all other information required
11 by California Rules of Court Rule 3.766(d).

12 59. Class Notice by First-Class U.S. Mail. Within seven (7) calendar days after
13 receiving the Class List from Defendants, the Settlement Administrator will mail the Class Notice
14 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
15 addresses identified in the Class List.

16 60. Confirmation of Contact Information in the Class List. Prior to mailing, the
17 Settlement Administrator will perform a search based on the National Change of Address
18 Database for information to update and correct for any known or identifiable address changes.
19 The Settlement Administrator shall exercise its best judgment to determine the current mailing address for
20 each Class Member. The address identified by the Settlement Administrator as the current mailing address
21 shall be presumed to be the best mailing address for each Class Member.

22 61. Undeliverable Notices. Any Class Notice returned to the Settlement Administrator
23 as non-deliverable on or before the Response Deadline will be sent promptly via regular First-
24 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
25 indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the
26 Settlement Administrator will promptly attempt to determine the correct address using a skip-
27 trace, or other search using the name, address and/or Social Security number of the Class Member
28 involved, and will then perform a single re-mailing. If a Class Member's Notice is returned to the

1 Settlement Administrator more than once as non-deliverable on or before the Response Deadline, then an
2 additional Notice need not be re-mailed and the Settlement Class Member is deemed to have received
3 Notice. The Settlement Administrator shall email a Settlement Class Member's Notice upon request and
4 proper verification by the Settlement Class Member or his or her counsel, provided a valid email address
5 is given.

6 62. No Claim Form Necessary. All Settlement Class Members who do not request to
7 be excluded from the Settlement will receive Individual Settlement Payments from the Net
8 Settlement Amount; submission of a claim form is not necessary to receive an Individual
9 Settlement Payment. The estimated Individual Settlement Payments will be stated in the Notice.
10 This Settlement is non-reversionary.

11 63. Disputed Information on Class Notice. Class Members will have an opportunity
12 to dispute the information provided in their Class Notice. To the extent Class Members dispute
13 the number of Workweeks with which they have been credited or the amount of their Individual
14 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
15 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
16 Defendants' records will be presumed determinative. If there is a dispute, the Settlement
17 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
18 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
19 Settlement Payments under the terms of this Agreement. The Settlement Administrator's
20 determination of the eligibility for and amount of any Individual Settlement Payment shall be
21 final and binding upon the Class Members and the Parties.

22 64. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 concerning the administration of the Settlement will be resolved by the Court under the laws of
24 the State of California. Prior to any involvement of the Court, counsel for the Parties will confer
25 in good faith to resolve the disputes without the necessity of involving the Court.

26 65. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 Actions must sign and postmark a written Request for Exclusion to the Settlement Administrator
28 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,

1 address, telephone number, and the last four digits of the Class Member's Social Security number
2 and/or the Employee ID number; (b) the Class Member's signature; (c) contain a statement
3 evidencing the Class Member's intent to request exclusion, opt out, or words to the effect of: "I wish to
4 exclude myself from the class settlement reached in the matter of *Pimentel v. IBH Rome, LLC et*
5 *al.* I understand that by excluding myself, I will not receive money from the settlement of my
6 individual claims." The date of the postmark on the return mailing envelope receipt confirmation
7 will be the exclusive means to determine whether a Request for Exclusion has been timely
8 submitted. In the event the date of the postmark is illegible, the Settlement Administrator shall
9 take the earliest postmark date of other items it receives in the mail that day.

10 66. Defective Submissions. If a Class Member's Request for Exclusion is defective as
11 to the requirements listed herein, that Class Member will be given an opportunity to cure the
12 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
13 business days of receiving the defective submission to advise the Class Member that his or her
14 submission is defective and that the defect must be cured to render the Request for Exclusion
15 valid. The Class Member will until the Response Deadline to postmark a revised Request for
16 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
17 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
18 revised Request for Exclusion is not postmarked on or before the Response Deadline, it will be
19 deemed untimely.

20 67. Defendants' Right to Rescind. If more than ten percent (10%) of the Class
21 Members in the Class Period (rounded to the next whole number) elect not to participate in the
22 Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions
23 taken in furtherance of it will be thereby null and void. Defendants must meet and confer with
24 Class Counsel prior to exercising this right and must make clear its intent to rescind the
25 Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the
26 Parties of these opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants
27 shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

28 68. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class

1 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
2 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
3 Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to
4 the Settlement. Class Members who opt-out of the Settlement shall not be bound by such
5 Judgment or release. The names of Class Members who have opted-out of the settlement shall be
6 disclosed to the Counsel for Plaintiff and Defendants and noted in the proposed Judgment
7 submitted to the Court.

8 69. Objection Procedures. The Notice shall state that Class Members who wish to
9 object to the Settlement may mail to the Settlement Administrator a written statement of
10 objection (“Objection”) by the Response Deadline. To object to the Settlement, a Participating
11 Class Member must postmark a valid Objection to the Settlement Administrator on or before the
12 Response Deadline. The Objection must be signed by the Participating Class Member and contain
13 all information required by this Settlement Agreement including (a) the Class Member’s full
14 name, address, telephone number, the last four digits of their social security number and/or
15 Employee ID number, (b) the basis for the Participating Class Member’s objection; and (c)
16 whether the Participating Class Member intends to appear at the Final Approval Hearing. The
17 postmark date will be deemed the exclusive means for determining that the Objection is timely.
18 Participating Class Members who fail to object in the manner specified above will be foreclosed
19 from making a written objection, but shall still have a right to appear at the Final Approval
20 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or
21 their counsel seek to solicit or otherwise encourage Participating Class Members to submit written
22 objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not
23 represent any Participating Class Members with respect to any objections to this Settlement.

24 70. Class Members Who Submit Both a Settlement Objection and Exclusion. If a Class
25 Member submits a timely Objection and timely Request for Exclusion, the Settlement Administrator shall
26 contact the Settlement Class Member to determine whether the Settlement Class Member wishes to
27 participate in the Settlement but interpose an Objection or whether the Class Member wishes to be
28 excluded from the Settlement. In the event the Settlement Administrator cannot reach the Class Member

1 to clarify the situation, the Request for Exclusion shall be deemed valid and operative.

2 71. Certification Reports Regarding Individual Settlement Payment Calculations. The
3 Settlement Administrator will provide Defendants’ Counsel and Class Counsel a weekly report
4 which certifies: (a) the number of Class Members who have submitted Requests for Exclusion;
5 (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class
6 Member has submitted a challenge to any information contained in the Class Notice. Additionally,
7 the Settlement Administrator will provide to counsel for all Parties any updated reports regarding
8 the administration of the Settlement Agreement as needed or requested. The Settlement
9 Administrator will provide a declaration to Class Counsel in advance of the hearing on Final
10 Approval of the settlement which Class Counsel shall be responsible for reviewing and approving.

11 72. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
13 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
14 or her settlement check within 180 days of mailing, the Settlement Administrator shall distribute
15 the uncashed funds, subject to Court approval, to the Controller of the State of California to be
16 held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the
17 benefit of those Participating Class Members and PAGA Members who did not cash their checks
18 until such time that they claim their property. The Parties agree that this disposition results in no
19 “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement
20 Amount will be paid out to Participating Class Members and PAGA Members, whether or not
21 they all cash their settlement checks. Therefore, Defendants will not be required to pay any
22 interest on such amounts. The Individual Settlement Payments provided to Participating Class
23 Members and to PAGA Members shall prominently state the expiration date or a statement that
24 the settlement check will expire in one hundred eighty (180) days, or alternatively, such a
25 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
26 Individual Settlement Payments will not be reissued, except for good cause and as mutually
27 agreed by the Parties in writing. The parties agree no unclaimed funds will result from the
28 settlement process detailed in this Agreement.

1 73. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator shall be responsible for processing and mailing payments and associated W-2,
3 1099, or other tax forms as may be required by law for all amounts paid pursuant to the Settlement
4 to Plaintiff, Class Counsel, Participating Class Members, the Internal Revenue Service, the
5 California Labor and Workforce Development Agency, California State Treasury, the Unclaimed
6 Property Division of the California State Controller Office, and/or any other appropriate
7 government authorities. The Settlement Administrator will also be responsible for properly
8 calculating and completing all tax reporting, withholdings, and payments to the Internal Revenue Service
9 and/or appropriate tax authorities on a timely basis, as well as forwarding all payroll taxes and penalties
10 to the appropriate government authorities.

11 a. Withholding and Reporting Requirements. The Settlement Administrator
12 shall be responsible for ensuring that all taxes associated with the Agreement are properly calculated and
13 timely paid to the appropriate tax authorities. To verify the Settlement Administrator's compliance with the
14 foregoing reporting requirements, as soon as administratively practicable, the Settlement Administrator
15 shall furnish Defense Counsel with copies of all forms detailing the payment of taxes (including all 1099
16 returns) sufficient to prove that such payments were properly remitted. The Settlement Administrator shall
17 provide, if Defendants so choose, a final accounting adequate to demonstrate full compliance with all tax
18 withholding, payment and reporting obligations.

19 b. Payroll Taxes. Employer payroll taxes required by law, including but not
20 limited to employer FICA, FUTA, and SUTA contributions, shall not be paid from the Total Settlement
21 Amount. The Settlement Administrator shall calculate all employer payroll taxes owed on the Individual
22 Settlement Amount payments allocated to wages, and will report that total amount to Defendants within
23 fourteen (14) days of the Effective Date. Defendants shall remit to the Settlement Administrator the amount
24 of employer payroll taxes owed in addition to the Total Settlement Amount remittance. The Settlement
25 Administrator shall timely pay the taxes to the appropriate tax authorities.

26 c. Tax Liability. Each Class Member shall be responsible for any local, state, or
27 federal taxes that may be assessed or owing with respect to the proceeds from this settlement that Class
28 Members receive. Neither Defendants, Plaintiff, Class Counsel, nor Defense Counsel intend anything

1 contained in this Settlement to constitute legal advice regarding the taxability of any amount paid
2 hereunder, nor shall anything in this Settlement be relied upon as such. Class Members agree to make no
3 claims against Defendants for any payment or non-payment of taxes or regarding or relating to the
4 reporting of the payment described in this Agreement, if any, to any taxing authorities.

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

21 74. No Prior Assignments. The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
23 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
24 action, cause of action or right herein released and discharged.

25 75. Release by Participating Class Members, PAGA Members, the LWDA and the
26 State of California. Upon the full funding of the Total Settlement Amount, all Participating Class
27 Members shall be deemed to have fully, finally, and forever released and discharged the Released
28 Parties from any and all Released Claims for the Class Period. This Release shall be binding on

1 all Participating Class Members. All PAGA Members, the LWDA, and the State of California
2 shall release claims under PAGA for the PAGA Period. All PAGA Members shall release claims
3 arising under PAGA regardless of their decision to participate in the class settlement.

4 76. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the Total
5 Settlement Amount, the Plaintiff will agree to the additional following General Release: In
6 consideration of Defendants' promises and agreements as set forth herein, Plaintiff releases the
7 Released Parties from all claims, demands, rights, liabilities, damages, costs, losses, debts,
8 expenses (including attorneys' fees and costs actually incurred) and any causes of action of every
9 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
10 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising
11 out of, relating to, or in connection with any act or omission by or on the part of any of the
12 Released Party committed or omitted prior to the execution thereof. Specifically, Plaintiff will
13 expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and
14 benefits afforded of § 1542 of the California Civil Code, or any other provision under federal or
15 state law, which provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
17 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
18 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
20 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 This release specifically excludes claims for unemployment insurance, state disability,
22 social security, and workers' compensation (with the exception of claims arising pursuant to
23 California Labor Code §§ 132(a) and 4553).

24 77. Neutral Employment Reference. Defendants agree that they will adopt a neutral
25 reporting policy regarding any future employment references related to Plaintiff. In the event that
26 any potential or future employers of Plaintiff request a reference regarding Defendants'
27 employment of Plaintiff, Defendants shall only provide the Plaintiff's dates of employment and
28 job titles during employment. Defendants shall not refer to the Actions or this Settlement.

1 78. Nullification of Settlement Agreement. In the event that: (a) the Court does not
2 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
3 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
4 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
5 documents generated to bring it into effect, will be null and void, all amounts deposited into the
6 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
7 positions. Any order or judgment entered by the Court in furtherance of this Settlement
8 Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence
9 Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding
10 to approve, interpret, or enforce this Settlement Agreement. Should the Court fail to approve this
11 settlement for any reason, the Parties agree that they will return to and attend mediation with a
12 mutually agreed mediator in an effort to reach a settlement that may be approved by the Court.

13 79. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
14 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
15 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
16 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
17 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
18 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
19 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
20 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendants
21 agree that they will not oppose Plaintiff's Motion for Preliminary Approval. This is a material
22 term of the settlement and any opposition by Defendants will be grounds for Plaintiff to withdraw
23 from the settlement. Any failure by the Court to fully and completely approve the Agreement as
24 to the Actions, or the entry of any Order by another Court with regard to any of the Actions which
25 has the effect of preventing the full and complete approval of this Settlement Agreement as
26 written and agreed to by the Parties, will result in this Settlement Agreement and the
27 Memorandum of Understanding entered into by the Parties, and all obligations under this
28 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

1 80. Notice of Settlement to the LWDA. Simultaneously with filing Plaintiff's Motion
2 for Preliminary Approval, Class Counsel shall submit a copy of this Settlement to the LWDA, as
3 required by Labor Code § 2699(1)(2).

4 81. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
5 Class Notice process, including the expiration of the deadlines to postmark Requests for
6 Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness Hearing
7 will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
8 properly payable for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) Class
9 Counsel's Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) the
10 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
11 necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the
12 Settlement Agreement as to all of the Actions, or the entry of any Order by another Court with
13 regard to any of the Actions which has the effect of modifying material terms of this Agreement
14 or preventing the full and complete approval of the Settlement Agreement as written and agreed
15 to by the Parties, will result in this Agreement and all obligations under this Agreement being null
16 and void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
17 provided Defendants have not exercised their right to rescind pursuant to the terms of this
18 Agreement.

19 82. Notice of Final Approval to the LWDA. Within ten (10) calendar days of entry of
20 the final approval order and judgment, Class Counsel shall submit a copy of such order to the
21 LWDA, as required by Labor Code § 2699(1)(3).

22 83. Judgment. Upon Final Approval of the Settlement by the Court or after the Final
23 Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its
24 approval.

25 84. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
26 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
27 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

28 85. Entire Agreement. This Settlement Agreement and any attached Exhibits

1 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
2 oral agreements may be deemed binding on the Parties.

3 86. Amendment or Modification. This Settlement Agreement may be amended or
4 modified only by a written instrument signed by counsel for all Parties or their successors-in-
5 interest.

6 87. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
7 and represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
9 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
10 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
11 counsel will cooperate with each other and use their best efforts to affect the implementation of
12 the Settlement. If the Parties are unable to reach agreement on the form or content of any
13 document needed to implement the Settlement, or on any supplemental provisions that may
14 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
15 of the Court to resolve such disagreement.

16 88. Binding on Successors and Assigns. This Settlement Agreement will be binding
17 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
18 defined.

19 89. California Law Governs. All terms of this Settlement Agreement hereto will be
20 governed by and interpreted according to the laws of the State of California.

21 90. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
24 of the signature page, will be deemed to be one and the same instrument provided that counsel
25 for the Parties will exchange among themselves original signed counterparts.

26 91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
27 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
28 arrived at this Settlement after arm's-length negotiations and in the context of adversarial

1 litigation, taking into account all relevant factors, present and potential. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had an
3 opportunity to consult with their counsel regarding the fairness and reasonableness of this
4 Settlement.

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

9 93. Captions. The captions and section numbers in this Agreement are inserted for the
10 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
11 provisions of this Agreement.

12 94. Waiver. No waiver of any condition or covenant contained in this Settlement
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
14 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
15 right or remedy.

16 95. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
17 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
18 strictly against one Party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
20 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

21 96. Representation By Counsel. The Parties acknowledge that they have been
22 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
23 and that this Agreement has been executed with the consent and advice of counsel and reviewed
24 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
25 Agreement.

26 97. All Terms Subject to Final Court Approval. All amounts and procedures described
27 in this Settlement Agreement herein will be subject to final Court approval.

28 98. Cooperation and Execution of Necessary Documents. The Parties agree to

1 cooperate to promote participation in the Settlement, and in seeking court approval of the
2 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
3 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
4 individual settlement agreements, waivers, and/or Pick Up Stix agreements from any Class
5 Member prior to the funding of the Total Settlement Amount concerning claims released via this
6 Agreement and that the Parties will work in good faith to reach an agreement approved by the
7 Court.

8 99. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
9 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
10 to California Code of Civil Procedure § 664.6. After the Court has granted Final Approval of the
11 Settlement and entered Judgment, the Court will have continuing jurisdiction for purposes of addressing:
12 (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
13 and (c) such post-Judgment matters as may be appropriate pursuant to California Rules of Court, Rule
14 3.769(h).

15 100. Voluntary Agreement. The Parties acknowledge that they have entered into this
16 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
17 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
18 statements made by the other Parties other than those contained in this Settlement Agreement.
19 Each of the Parties hereto expressly waives any right she/it might ever have to claim that this
20 Settlement Agreement was in any way induced by fraud.

21 101. Confidentiality. The Parties and their counsel agree to keep the terms of the
22 Settlement confidential until the filing of Plaintiff’s Motion for Preliminary Approval. Plaintiff,
23 Class Counsel, Defendants, and their counsel agree that they will not issue any press releases,
24 initiate any contact with the press, respond to any press inquiry or have any communication with
25 the press about the fact, amount or terms of the Settlement Agreement. Notwithstanding anything
26 in this provision, Plaintiff’s Counsel can discuss the Settlement with Plaintiff and with Class
27 Members and can include it in all necessary Court and ancillary documents supporting the
28 resolution of the Actions. Nothing in this paragraph is intended to interfere with Class Counsel’s

1 duties and obligations to faithfully discharge their duties as Class Counsel, including but not
2 limited to, communicating with Class Members regarding the Settlement.

3 102. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
5 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
6 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
7 provisions that otherwise might apply under federal or state law.

8
9
10 APPROVED AS TO FORM AND CONTENT:
11

12 Dated: 05/06/2022 23:09 UTC

PLAINTIFF

13 By: Beatriz Pimentel

14 Beatriz G. Pimentel

15
16
17 Dated: _____

DEFENDANT IBH ROME, LLC

18 By: _____

19 Name: Rohan Talwar

20 Title: _____

21 Dated: _____

DEFENDANT IBH HOSPITALITY, INC.

22 By: _____

23 Name: Rohan Talwar

24 Title: _____

1 duties and obligations to faithfully discharge their duties as Class Counsel, including but not
2 limited to, communicating with Class Members regarding the Settlement.

3 102. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
5 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
6 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
7 provisions that otherwise might apply under federal or state law.

8
9
10 APPROVED AS TO FORM AND CONTENT:

11
12 Dated: _____

PLAINTIFF

13 By: _____
14 Beatriz G. Pimentel


15
16
17 Dated: 5-23-22

DEFENDANT IBH ROME, LLC

18 By: 
19 Name: Bruce Childress
20 Title: Director of Operations

21 Dated: 5-23-22

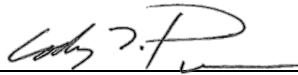
DEFENDANT IB HOSPITALITY, INC.

22 By: 
23 Name: Bruce Childress
24 Title: Director of Operations
25
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27
28

1 APPROVED AS TO FORM ONLY:

2 Dated: June 6, 2022

PAYNE NGUYEN, LLP

3 By: 

4 Cody Payne, Esq.
5 Kim Nguyen, Esq.
6 Attorneys for Plaintiff

7 Dated: 06-03-2022

**CONSTANGY, BROOKS, SMITH &
8 PROPHETE, LLP**

9 

10 By: _____
11 Thy B. Bui, Esq.
12 Joanna E. MacMillan, Esq.
13 Attorneys for Defendants
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Beatriz G. Pimentel v. IBH Rome, LLC et al.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Beatriz G. Pimentel ("Plaintiff") and IBH Rome, LLC and IB Hospitality, Inc. ("Defendants," collectively "the Parties"), was granted on **[Preliminary Approval Date]**, in the case entitled *Pimentel v. IBH Rome, LLC et al.*, Los Angeles County Superior Court Case Nos. 20STCV31884 and 21STCV01656 ("the Actions"), which may affect your legal rights.

You need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" means all hourly, non-exempt employees employed by Defendants in the State of California at any time from January 12, 2017, through **[Preliminary Approval Date]**

"Class Member" means a member of the Class.

"Class Period" means the time period from January 12, 2017, through **[Preliminary Approval Date]**.

II. BACKGROUND OF THE ACTIONS

On August 21, 2020, Plaintiff, a former employee of Defendants, filed a representative action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA") in the Los Angeles Superior Court, Case No. 20STCV31884. On January 12, 2021, Plaintiff commenced a class action suit against Defendants by filing her Class Action Complaint for Damages in Los Angeles County Superior Court, Case No. 21STCV01656.

Plaintiff alleged that Defendants violated the California Labor Code and California Business and Professions Code with respect to herself and the Class Members by, *inter alia*, failing to properly pay for all hours worked, including minimum and overtime wages, failing to provide legally-compliant meal and rest periods or premium pay in lieu thereof, failing to provide accurate wage statements, failing to provide timely wages during employment, failing to keep requisite payroll records, and waiting time penalties, and engaging in unfair business practices. The settlement also seeks to recover penalties pursuant to PAGA.

Collectively, Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys' fees and costs.

The Court has made no ruling on the merits of Plaintiff's claims. There was no trial.

Defendants have strongly denied, and continue to deny, Plaintiff's factual and legal allegations. Defendants believe this lawsuit has no merit, and deny they engaged in any alleged unlawful conduct described by Plaintiff. Defendants contend that, at all times, they have fully complied with the California Labor Code and all applicable laws during the Class Period.

Plaintiff and Defendants participated in a full-day mediation session with a respected wage and hour class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action

and PAGA Settlement (“Settlement” or “Settlement Agreement”). The Court has not decided in favor of Plaintiff or Defendants. Instead, the Parties have agreed to settle the lawsuit in light of the risks of further litigation.

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the settlement (“Settlement Administrator”), Plaintiff Beatriz G. Pimentel as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

PAYNE NGUYEN, LLP
Cody Payne, Esq.
Kim Nguyen, Esq.
4640 Admiralty Way, Suite 500
Marina del Rey, California 90292
Telephone: (310) 360-9882

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount Defendants shall pay to settle the claims in the Actions is Two Hundred and Thirty-Five Thousand Dollars (\$235,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to Court approval: (1) attorneys’ fees in the amount up to \$82,250.00 and reimbursement of litigation costs and expenses in the amount up to \$15,000.00 to Class Counsel (“Class Counsel’s Fees and Costs”); (2) enhancement payment to Plaintiff in the amount up to \$7,500.00 (“Class Representative Enhancement Payment”); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$15,000.00 (“Settlement Administration Costs”); and (4) PAGA penalties in the amount of \$10,000.00 for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount, (\$7,500.00) shall be paid to the Labor Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$2,500.00) will be distributed to PAGA Members (all current and former non-exempt employees of Defendants employed by Defendants in the State of California at any time during the “PAGA Period” from November 22, 2018 through the date of final approval of the Settlement by the Court) for the release of their claims arising under PAGA (“PAGA Penalties”).

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as an hourly-paid, non-exempt employee employed by Defendants during the Class Period. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendants separately from and in addition to the Total Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ payroll records:

You worked **XXX** workweeks during the Class Period. Your Individual Settlement Payment is **\$XXX.XX**. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This amount was determined based on Defendants' record of your employment during the period from January 12, 2017, through [Preliminary Approval Date] and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [Response Deadline]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

The Individual Settlement Payment is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, Participating Class Members (including Plaintiff) will fully, finally, and forever release and discharge the "Released Parties" from the "Released Claims" that arose during the Class Period.

The "Released Parties" include Defendants IBH Rome, LLC and IB Hospitality, Inc., and any of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Claims" include all causes of action contained in the operative complaints in the Actions, including, without limitation: (1) Failure to pay overtime; (2) Failure to provide meal periods; (3) Failure to authorize and permit rest breaks; (4) Failure to pay minimum wages; (5) Failure to timely pay wages owed during employment; (6) Failure to timely pay final wages at termination; (7) Failure to provide accurate itemized wage statements; (8) Failure to maintain accurate records; (9) Violation of California Business and Professional Code § 17200, et seq.; and (10) Private Attorney General Act Labor Code § 2698, et seq., and any additional wage and hour claims that could have been brought based on the facts alleged in the operative complaints in the Actions, through [Preliminary Approval Date]. This release includes any and all claims of any kind that arise from or could have been asserted based on the facts alleged in the operative complaints in the Actions.

This release of these claims pertains to the Class Period from January 12, 2017, through [Preliminary Approval Date].

All PAGA Members will be deemed to have fully, finally and forever released and discharged any and all Released Claims arising under PAGA for the PAGA Period with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of \$82,250.00 and reimbursement of litigation costs and expenses in an amount not to exceed \$15,000.00 to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of \$7,500.00 as an Enhancement Payment in recognition of her services in connection with the Actions. The Enhancement Payment will be paid from the Total Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Total Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the settlement. If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there: https://www.sco.ca.gov/upd_msg.html.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement (“Request for Exclusion”) to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address]

A request for exclusion must: (a) contain your full name, address, telephone number, the last 4 digits of Social Security Number or Employee ID Number, and signature; (b) indicate whether you intend to appear at the Final Approval Hearing; (c) contain the case name of the Actions (*Pimentel v. IBH Rome, LLC et al.*); and (d) contain a statement indicating that you intend to be excluded from the settlement similar to the following:

“I wish to exclude myself from the class settlement reached in the matter of *Pimentel v. IBH Rome, LLC et al.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” You may also include all legal grounds or bases for your objection.

Your request for exclusion must be mailed to the Settlement Administrator at the address listed above and postmarked **no later than [Response Deadline]**. You cannot opt-out by phone.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion.

To object, you must do so by way of a written objection that: (a) contains your full name, address, telephone number, the last 4 digits of your Social Security Number or Employee ID Number, and signature; and (b) contains the specific reason (including any legal grounds) for the objection to the Settlement.

The objection must be mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

If you do not submit a request for exclusion you may still attend the Final Approval Hearing and make an objection at that

time, either in person or through your own attorney, even if you do not submit a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012, on **[Final Approval Hearing Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. You are not required to appear at the Final Approval Hearing, although you may appear if you wish to do so. You may attend in person, but you may also attend remotely by audio or video if you wish. Remote appearances may be scheduled through "LA Court Connect" at <https://www.lacourt.org/lacc/>. If you wish to appear in person, note that the Court has a number of safety procedures in place due to the ongoing pandemic. For more information, please visit the Court's website at <https://www.lacourt.org/newsmedia/notices/publicnotices> or its Twitter page @LASuperiorCourt.

In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV31884.

You can also learn if the settlement was approved at the Final Approval Hearing by obtaining the order from the Court's website or viewing the Judgment which shall be posted online by the Settlement Administrator at **[REDACTED]**. The notice of the final judgment shall be available at this website for a period of sixty (60) days.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court and have been posted on the Settlement Administrator's website at **[REDACTED]**.

You may view the Settlement Agreement and other court records in the Actions at the Los Angeles County Superior Court at 312 North Spring Street, Los Angeles, California 90012, during business hours. Note that you will be subject to the Court's safety procedures in place due to the ongoing pandemic, as described in Section V of this Notice.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TELEPHONE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**