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as an individual and on behalf of other similarly  
situated employees

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Attorneys for Defendant Interstate Hotels, LLC

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

SHAHEED RICHARDSON, as an individual and  
on behalf of other similarly situated employees,

Plaintiff,

vs.

INTERSTATE HOTELS, LLC, a California  
corporation, and DOES 1-50, inclusive,

Defendant.

CASE NO. 22STCV04750

Assigned for all Purposes to the Honorable  
Stuart M. Rice, Dept. 1

**JOINT STIPULATION OF SETTLEMENT**

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiff Shaheed Richardson (“Plaintiff”) and the  
7 Class Members, on the one hand, and Defendant Interstate Hotels, LLC, (“Interstate” or  
8 “Defendant”), on the other hand. Plaintiff and Defendant collectively are referred to in this  
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendant to pay the settlement amount of Eighty-Four Thousand, Six  
12 Hundred Sixty Dollars and Zero Cents (\$84,660.00) as provided in Section 4.06(a) below (“Gross  
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the  
14 consideration set forth herein, including but not limited to, a release of all claims by Plaintiff and the  
15 Class Members as set forth herein.

## 16 ARTICLE I

### 17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “Action” mean the action described as follows: *Shaheed Richardson v. Interstate*  
21 *Hotels, LLC.*, a California Corporation; and DOES 1 through 50, inclusive, Case No. 22STCV04750,  
22 commenced on February 7, 2022 in the Superior Court of the State of California, County of Los  
23 Angeles.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
25 Exhibit(s).

26 c. “Class” means all 49 current and former non-exempt security guard workers at  
27 Defendant’s facilities during the relevant class period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

1  
2 **JACKSON APC**

3 Armond M. Jackson, SBN 281547

4 Andrea M. Fernandez-Jackson, SBN 295924

5 Anthony S. Filer Jr., SBN 337704

6 2 Venture Plaza, Ste. 240

7 Irvine, CA 92618

8 Telephone: (949) 281-6857

9 Fax: (949) 777-6218

10 e. “Class List” means a list based on Defendant’s business records that identifies each  
11 Class Member’s name, last known home or mailing address, Social Security number or, as  
12 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying  
13 Workweeks worked during the Class Period.

14 f. “Class Member(s)” means all members of the Class.

15 g. “Class Period” means February 7, 2018 through December 31, 2022 or preliminary  
16 approval, whichever is sooner.

17 h. “Court” means the California Superior Court for the County of Los Angeles, where  
18 the Action is currently pending.

19 i. “Date of Finality” means the later of the following: (1) the date the Final Order is  
20 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no  
21 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or  
22 other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)  
23 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes  
24 final.

25 j. “Defendant” means Defendant Interstate Hotels, LLC.

26 k. Defendant’s Counsel” means counsel for Defendant Interstate Hotels, LLC:

27 **LITTLER MENDELSON P.C.**

28 D. Chad Anderton, SBN 199922

Jamie Y. Lee, SBN 228389

18565 Jamboree Road, Suite 800

Irvine, CA 92612

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1           l.       “Disposition” means the method by which the Court approves the terms of the  
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
3 administration, and interpretation.

4           m.       “Final Order Approving Settlement of Class Action” or “Final Order” means the final  
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
6 accordance with the terms herein, approving this Agreement.

7           n.       “Gross Settlement Amount” means Eighty-Four Thousand, Six Hundred Sixty  
8 Dollars and Zero Cents (\$84,660.00) to be paid by Defendant as provided by this Agreement to settle  
9 the Action. All payments to the Class, expenses and administration costs, attorney’s fees and costs,  
10 and Enhancement Awards, pursuant to Section 4.07(a) below, shall be paid out of the Gross  
11 Settlement Amount. The employer’s share of payroll taxes arising from the payments made under  
12 this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement  
13 Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 4.04(e)  
14 below. No part of the Gross Settlement Amount shall revert to Defendant. Defendant shall not be  
15 required under any circumstances to pay more than the Gross Settlement Amount, save the remission  
16 of payroll taxes paid outside of this Settlement.

17           o.       “Incentive Awards” means a monetary amount of up to Five Thousand Dollars and  
18 Zero Cents (\$5,000.00) for Plaintiff Shaheed Richardson subject to Court approval, in recognition  
19 of his effort and work in prosecuting the Action on behalf of Class Members.

20           p.       “Individual Settlement Payment(s)” means each Participating Class Member’s  
21 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
22 by the calculations provided in this Agreement.

23           q.       “Motion for Final Approval” means Plaintiff’s submission of a written motion,  
24 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
25 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
26 to enter a Final Order in this Action.

1           r.       “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,  
2 including any evidence as may be required for the Court to grant preliminary approval of the  
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4           s.       “Plaintiff” means Shaheed Richardson.

5           t.       “Net Settlement Amount” means the Gross Settlement Amount less Court-approved  
6 administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Awards, pursuant to  
7 Section 4.07(a)-(f) below.

8           u.       “Non-Participating Class Member(s)” means any Class Member(s) who submit to the  
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
10 to Section 4.04(b) below, which will have the effect of precluding such Class Members(s) from  
11 receiving their Individual Settlement Payment(s).

12          v.       “Notice Packet” means collectively and in a form substantially similar to, the Notice  
13 of Class Action Settlement attached hereto as **Exhibit A** and the Exclusion Form attached hereto as  
14 **Exhibit B**, all subject to Court approval.

15          w.       “Participating Class Member(s)” is defined as a Class Member who does not timely  
16 exclude himself or herself from the Settlement and will therefore receive an Individual Settlement  
17 Payment from the Net Settlement Amount automatically without the need to return a claim form.  
18 Each Participating Class Member will be paid his/her Individual Settlement Payment.

19          x.       “Preliminary Approval Date” means the date the Court preliminarily approves the  
20 Settlement embodied in this Agreement.

21          y.       “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury  
22 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
23 Administrator for the benefit of Participating Class Members.

24          z.       “Qualifying Workweeks” means the number of weeks between the start and end of  
25 Class Members assignment(s) working for Defendant as non-exempt security employees during the  
26 Class Period, provided that any partial week shall be counted as one full workweek.

27          aa.       “Released Parties” means Defendant and Defendant’s former and present parents,  
28 subsidiaries and affiliated companies and entities, franchisors and franchisees, professional employer

1 organizations, and its current, former, and future owners, officers, shareholders, directors, members,  
2 managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,  
3 attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or  
4 legal representatives and any individual or entity who or which could be jointly liable with Defendant  
5 and all persons or entities acting by, through under or in concert with any of them.

6 bb. “Response Deadline” means the deadline by which Class Members must postmark or  
7 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
8 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by  
9 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal  
10 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
11 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-  
12 mailing.

13 cc. “Settlement Administration Costs” means all costs incurred by the Settlement  
14 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
15 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
16 Payment checks and related tax reporting forms, calculation of Defendant’s payroll taxes paid  
17 outside the Gross Settlement Amount, administration of unclaimed checks, and generation of checks  
18 to Class Counsel for attorneys’ fees and costs, and to Plaintiff for their Enhancement Awards. The  
19 Settlement Administration Costs shall be paid from the Gross Settlement Amount.

20 dd. “Settlement Administrator” means Phoenix Class Action Administration Solutions  
21 (“Phoenix”), which the Parties have agreed will be responsible for the administration of the  
22 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and  
23 related matters under this Agreement.

## 24 **ARTICLE II**

### 25 **RECITALS**

26 On February 7, 2022, Plaintiff commenced this Action by filing a Complaint alleging the  
27 following causes of action against Interstate Hotels, LLC: (1) failure to pay minimum wages; (2)  
28 failure to pay overtime wages; (3) failure to pay timely wages; (4) failure to unlawfully receive

1 wages; (5) failure to provide meal breaks; (6) failure to provide rest periods; (7) failure to provide  
2 and maintain accurate itemized wage statements and maintain records; (8) failure to pay timely wages  
3 upon termination; and (9) unlawful business practices under Business and Professions Code § 17200,  
4 *et seq.* The Complaint is the operative complaint in the Action (the “Operative Complaint”).  
5 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the  
6 laws identified in in the Operative Complaint and denies any and all liability for the causes of action  
7 alleged.

8 On September 27, 2022, the Parties participated in an all-day mediation with David Phillips,  
9 Esq. of Signature Resolution, which led to this Agreement to settle the Action.

10 Prior to the mediation, Defendant provided Class Counsel with copies of critical policy  
11 documents relating to Plaintiff’s claims in this Action, as well as Plaintiff’s time and payroll records  
12 and time and payroll records for the Class. Plaintiff’s investigation was sufficient to satisfy the  
13 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794,  
14 1801 and *Kullar v. FootLocker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).

15 The Court has not granted class certification.

16 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 ARTICLE III

#### 20 CONTINGENT NATURE OF THE AGREEMENT

##### 21 **Section 3.01: Stipulation of Class Certification for Settlement Purposes**

22 Because the Parties have stipulated to the certification of the Class with respect to all causes  
23 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
24 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
25 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
26 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
27 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
28 of the Class with respect to all causes of action alleged in the Action. Defendant do not consent to

1 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
2 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
3 Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their  
4 positions with respect to the Action as if the Agreement had not been entered into. In the event that  
5 the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving  
6 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall  
7 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in  
8 this Agreement, the fact that Defendant did not oppose the certification of a Class under this  
9 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used  
10 or cited thereafter by any person or entity, including in any manner whatsoever, including without  
11 limitation any contested proceeding relating to the certification of any class. If the Date of Finality  
12 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
13 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly  
14 reserve the right to challenge the propriety of class certification and/or manageability of the Action  
15 for any purpose, if the Date of Finality does not occur.

16 The Parties and their respective counsel shall take all steps that may be requested by the Court  
17 relating to the approval and implementation of this Agreement and shall otherwise use their  
18 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
19 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
20 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
21 resolution, the Parties agree to seek the assistance of mediator David Phillips to resolve the dispute.

#### 22 **ARTICLE IV**

##### 23 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

24 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
25 follows:

##### 26 **Section 4.01: Motion for Conditional Class Certification and Preliminary Approval**

27 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class  
28 to include all claims pled in the Action based on the preliminary approval of this Agreement. The



1 date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval  
2 Date.”

3 **Section 4.02: The Settlement Administrator**

4 The Parties have chosen Phoenix to administer this Settlement and to act as the Settlement  
5 Administrator, including but not limited to distributing and responding to inquiries about the Notice  
6 Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount,  
7 Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing  
8 them to Participating Class Members, establishing and maintaining the QSF, and issuing the payment  
9 to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to Plaintiff, and the  
10 employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall  
11 expressly agree to all of the terms and conditions of this Agreement.

12 All costs of administering the Settlement, including but not limited to all costs and fees  
13 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
14 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
15 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
16 returns and any other filings required by any governmental taxing authority or agency, all costs and  
17 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
18 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
19 incurred and/or charged by the Settlement Administrator in connection with the execution of its  
20 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement  
21 Administrator from the Gross Settlement Amount.

22 **Section 4.03: Notice to Class Members**

23 No later than fifteen (15) business days after the Preliminary Approval Date, Defendant will  
24 provide the Settlement Administrator with a “Class List” in electronic format based on its business  
25 records, identifying the names of the Class Members, their last known home addresses, Social  
26 Security numbers or, as applicable, other taxpayer identification number, their dates of employment  
27 and weeks worked during the Class Period.  
28

1           Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
2 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
3 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
4 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate  
5 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of  
6 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
7 Settlement Administrator will check all Class Member addresses against the National Change of  
8 Address database and shall update any addresses before mailing. The Settlement Administrator will  
9 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
10 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
11 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the  
12 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class  
13 Members shall not be required to submit claim forms in order to receive their Individual Settlement  
14 Amount of the Net Settlement Amount.

15           If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
16 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
17 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
20 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
21 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
22 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
23 Individual Settlement Payments to all Participating Class Members.

24           If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
25 and notify Class Counsel and Defendant's Counsel of the date of each such re-mailing as part of a  
26 weekly status report provided to the Parties.

27           In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
28 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

1 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
2 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
3 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
4 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the  
5 Settlement Administrator will distribute the funds from unclaimed/uncashed checks will be paid  
6 to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the  
7 funds are designed.

8 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
9 Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a declaration  
10 attesting to completion of the notice process, including any attempts to obtain valid mailing  
11 addresses for and re-sending of any returned Notice Packets, Defendant's payroll taxes to be paid  
12 outside the settlement, as well as the number of valid requests for exclusion and objections that the  
13 Settlement Administrator received.

#### 14 **Section 4.04: Responses to Notice**

##### 15 **a. Class Member Disputes**

16 If any Class Member disagrees with Defendant's records as to his or her Qualifying  
17 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall  
18 set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class  
19 Period and submit such writing to the Settlement Administrator by the Response Deadline, along  
20 with any supporting documentation. The Notice Packet shall contain an Exclusion Form  
21 substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will  
22 also provide a method for the Class Member to challenge the employment data on which his or her  
23 Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties  
24 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable  
25 to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying  
26 Workweeks for each Class Member during the Class Period, based on the information provided to  
27 it.

##### 28 **b. Requests for Exclusion from Class**

In order for any Class Member to validly exclude himself or herself from the Class Settlement  
portion of this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by

1 the Class Member or his or her authorized representative, and must be sent  
2 to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen  
3 (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever  
4 is later). The Notice Packet shall contain instructions on how to validly exclude himself  
5 or herself from the Class Settlement portion or this Settlement (*i.e.*, opt out), including the  
6 language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet,  
7 and the date the signed request for exclusion was postmarked, shall be conclusively determined  
8 according to the records of the Settlement Administrator. Any Class Member who timely and  
9 validly requests exclusion from the Class and this Settlement will not be entitled to any Individual  
10 Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will  
11 not have any right to object, appeal, or comment thereon.

12 Any Class Member who fails to timely submit a request for exclusion shall automatically be  
13 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
14 determined by the Court's Final Order Approving Settlement of Class Action, and by the other  
15 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
16 and/or released in this Agreement will be extinguished.

17 **c. Objections to Settlement**

18 For any Class Member to object to this Agreement, or any term of it, the person making the  
19 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
20 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
21 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
22 a written statement of the grounds of objection, signed by the objecting Class Member or his or her  
23 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and  
24 the date the signed objection was postmarked, shall be conclusively determined according to the  
25 records of the Settlement Administrator. The Settlement Administrator shall send any objections it  
26 receives to Defendant's Counsel and Class Counsel within three (3) business days of receipt. Class  
27 Members may also appear at the final approval hearing to object. The Court retains final authority  
28 with respect to the consideration and admissibility of any Class Member objections. The class  
members may appear and orally object whether or not they previously mailed in an objection.

1           **d.       Encouragement of Class Members**

2           The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
3 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
4 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
5 Class Members.

6           **e.       Right of Plaintiff to Adjust Gross Settlement Amount**

7           Defendant represents that there are approximately 5,145 workweeks. In the event the actual  
8 total number of workweeks through the Preliminary Approval or December 31, 2022, whichever is  
9 sooner, exceeds 5,145 by more than 10% greater than this figure (i.e., if there are 5,656 or more  
10 workweeks), the Net Settlement Amount shall be increased on a proportional basis only for those  
11 workweeks above 5,656. For example, if there is an increase of workweeks by 11%, making the  
12 total 5,711, the increase would be 1% (11% minus the 10% grace amount) to the Gross Settlement  
13 Amount.

14           **f.       Termination for Lack of Sufficient Participation**

15           If ten percent (10%) or more of the Class Members makes a valid request to be excluded from  
16 the Class, Defendant will have the right, but not the obligation, to void the Agreement within thirty  
17 (30) days of the Response Deadline. If Defendant exercises that right to void the Agreement, then  
18 the Parties will have no further obligations under the Agreement, including any obligation by  
19 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been  
20 owed under this Agreement, except that Defendant will pay the Settlement Administrator's  
21 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the  
22 Agreement.

23           **Section 4.05: Final Fairness and Approval Hearing**

24           On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
25 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
26 and determine whether the Court should give it final approval, and (2) consider any objections made  
27 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
28

Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

**Section 4.06: Settlement Payment Procedures**

**a. Settlement Amount**

In exchange for the Released Claims set forth in this Agreement, Defendant agree to pay the Gross Settlement Amount in the amount of Eighty-Four Thousand, Six Hundred Sixty Dollars and Zero Cents (\$84,660.00), subject to a pro rata increase under the condition set forth in Section 4.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, and the Enhancement Payments.

Within thirty (30) days after the Court signs the Final Order, Defendant shall transfer the Gross Settlement Amount (and Defendant's share of employer-side payroll taxes if known at that time), as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards, and the Settlement Administration Costs. Defendant will transfer Defendant's share of employer-side payroll taxes to the into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administer to be deposited and distributed within five (5) court days of the Settlement Administrator informing Defendant of the amount of the employer-side payroll taxes

Within ten (10) court days after receiving Defendant's final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, and the Incentive Awards. Within ten (10) court days after receiving Defendant's payment of employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages, The Settlement Administrator will remit those withholdings to the applicable government agencies. Prior to this

1 distribution, the Settlement Administrator will perform a search based on the National Change of  
2 Address Database to update and correct for any known or identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-three  
5 percent and one-third percent (33.33%) of the Gross Settlement Amount, which, based on the current  
6 Gross Settlement Amount, is Twenty-Eight Thousand, Two Hundred Seventeen Dollars and Zero  
7 Cents (\$28,217.00). Class Counsel shall submit an application for an award of costs not to exceed  
8 Seven Thousand-Five Hundred Dollars and Zero Cents (\$7,500.00). Such application for attorneys'  
9 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant  
10 shall not object to or oppose any such application in these amounts. Class Counsel shall serve  
11 Defendant with copies of all documents submitted in support of their application for an award of  
12 attorneys' fees and costs.

13 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
14 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
15 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
16 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
17 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
18 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
19 will be reallocated to the Net Settlement Amount.

20 **c. Payment of Settlement Administration Costs**

21 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
22 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six  
23 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00).

24 **d. Payment of Enhancement Award to Plaintiff**

25 Subject to Court approval, the Plaintiff Shaheed Richardson shall receive an Enhancement  
26 Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) the request for which Defendant  
27 will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement  
28 Amount and shall not constitute payment to any Participating Class Member(s) other than Plaintiff.

1 To the extent that the Court approves less than the amount of incentive award that Class Counsel  
2 request, the difference between the requested and awarded amounts will be reallocated to the Net  
3 Settlement Amount.

4 Because it is the intent of the Parties that the Enhancement Award represents payment to  
5 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not  
6 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a  
7 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing  
8 authorities as required by law. Plaintiff understands and agrees that he is responsible for payment of  
9 any taxes which are required to be paid to the State of California, the United States Government, or  
10 any other entity as a result of the Enhancement Award. Plaintiff acknowledges that no  
11 representations regarding the tax consequences of the Enhancement Payment have been made by  
12 Defendant or its counsel. Plaintiff agrees that in the event that some federal, state, or local agency  
13 takes the position that taxes should have been withheld from the Enhancement Payment, Plaintiff  
14 will be solely responsible for payment of any such alleged tax obligations and will indemnify and  
15 hold Defendant and/or Released Parties harmless from any resulting tax liability, interest, or penalty  
16 associated therewith, including reasonable attorneys' fees for defending any such matter.

17 **e. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
21 each Class Member. To calculate the minimum amount each Class Member will receive based on  
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated  
24 on a pro rata basis. Each Class Member's approximate Individual Settlement Payment amount will  
25 be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount  
26 will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro  
27 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each  
28 Participating Class Member.



Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 30% allocated to wages and 70% allocated to penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

**f. Default on Payment.**

1 Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the  
2 date that the Court grants final approval of the Settlement shall be considered a default. In the event  
3 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will  
4 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed  
5 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to  
6 the Settlement Administrator. In the event Defendant fail to cure the default within the times set forth  
7 herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance  
8 of the unpaid Gross Settlement Amount to date.

9 **g. No Credit Toward Benefit Plans.**

10 The Individual Settlement Payments made to Participating Class Members under this  
11 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
12 calculate any additional benefits under any benefit plans to which any Class may be eligible,  
13 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,  
14 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
15 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
16 Members may be entitled under any benefit plans.

17 **h. Tax Liability**

18 Defendant makes no representation as to the tax treatment or legal effect of the payments  
19 called for hereunder, and Plaintiff, Participating Class Members are not relying on any statement,  
20 representation, or calculation by Defendant or by the Settlement Administrator in this regard.  
21 Plaintiff, Plaintiff's attorneys, Participating Class Members understand and agree that except for  
22 Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible  
23 for the payment of any taxes and penalties assessed on the payments described herein. Defendant's  
24 share of any employer-side payroll taxes and other required employer withholdings due on the  
25 Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA  
26 contributions, shall be paid separate and apart from the Gross Settlement Amount.

1 **ARTICLE V**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 5.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a  
5 Class should not have been certified in the Action. This Agreement is entered into solely for the  
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 5.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,  
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
15 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
16 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims  
17 released through this Agreement.

18 **Section 5.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged in  
20 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
21 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
22 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
23 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
24 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
25 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
26 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
27 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
28 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will

1 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
2 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
3 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

4 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
5 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

6 **Section 5.04: Invalidity of Any Provision**

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

10 **ARTICLE VI**

11 **RELEASES**

12 **Section 6.01: Released Claims by Plaintiff and Class Members**

13 Upon the date of settlement payments, Plaintiff and Participating Class Members who do  
14 not opt out of the Settlement, including each of their respective attorneys, agents,  
15 spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, release the  
16 Released Parties from, and will be forever barred from pursuing against the Released Parties, any  
17 and all claims, demands, rights, liabilities and causes of action alleged in Plaintiff's Operative  
18 Complaint, or which could have been alleged in Plaintiff's Operative Complaint based on the  
19 factual allegations therein, that arose during the Class Period, including but not limited to any  
20 and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees,  
21 damages, action or causes of action of whatever kind or nature, whether known or unknown,  
22 contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts  
23 alleged in the Action, including claims for: (a) failure to pay regular and minimum wages; (b)  
24 failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure  
25 to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal  
26 periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods  
27 and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in  
28 discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during  
employment;(j) unlawful discount and deduction of entitled

1 wages; (k) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties arising  
2 under the California Labor Code or Wage Orders based on the alleged failures set forth above (a)-(j)  
3 and which were alleged, or that reasonably could have been alleged based on the facts alleged in the  
4 Action; and (k) any right or claim for unfair business practices in violation of California Business &  
5 Professions Code Sections 17200, et seq., based on the alleged failures set forth in (a)-(j) and which  
6 were alleged, or that reasonably could have been alleged based on the facts alleged in the Action;  
7 and (l) any violation of the California Labor Code arising from or related to the conduct alleged in  
8 in (a)-(j) and which were alleged, or that reasonably could have been alleged based on the facts  
9 alleged in the Action, including violation of California Labor Code Sections 203, 210, 221, 226(a)  
10 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, and (m) all claims for unfair business  
11 practices under California Business & Professions Code Section 17200 et seq. that could have been  
12 premised on the claims, causes of action or legal theories of relief described above in (a)-(j) and  
13 which were alleged, or that reasonably could have been alleged based on the facts alleged in the  
14 Action; and expressly excluding all other claims, including claims for unemployment insurance,  
15 disability, social security, and workers' compensation, and claims outside of the Class Period. The  
16 Parties agree that the judgment, and Released Claims provided herein, shall have res judicata effect.  
17 This Released Claims will cover all Class Members who do not opt out.

## 18 **ARTICLE VII**

### 19 **MISCELLANEOUS PROVISIONS**

#### 20 **Section 7.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express  
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
23 and approved by the Court.

#### 24 **Section 7.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be  
26 assigned by any Party, Class Member, Class Counsel, Defendant's Counsel without the express  
27 written consent of each other Party and their respective counsel. The representations, warranties,  
28 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under

1 this Agreement and shall not be construed to confer any right or to avail any remedy to any other  
2 person.

3 **Section 7.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
6 of laws.

7 **Section 7.04: No Publicity**

8 The Parties, Defendant's Counsel, and Class Counsel shall not issue any press release, contact  
9 the press, respond to any press inquiry or have any communication with the press about the fact,  
10 amount or terms of this Settlement. The Parties, Defendant's Counsel, and Class Counsel shall not  
11 engage in any advertising or marketing relating to the settlement of this Action in any manner that  
12 identifies or that is suggestive of Defendant (i.e., a manager of Defendant's businesses), including  
13 but not limited to any postings on any websites maintained by Class Counsel. However, Class  
14 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy  
15 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this  
16 section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge  
17 their duties as Class Counsel, including but not limited to, communicating with Class Members  
18 regarding the Settlement.

19 **Section 7.05: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
23 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be  
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
28

1 of the Action, including correspondence between Class Counsel, Defendant's Counsel and drafts of  
2 prior agreements or proposals.

3 **Section 7.06: Waiver of Compliance**

4 Any failure of any Party, Defendant's Counsel, or Class Counsel hereto to comply with any  
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
6 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 7.07: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
15 signature.

16 **Section 7.08: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the  
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
19 representative of Defendant's Counsel shall meet and confer in an attempt to resolve such disputes  
20 prior to submitting such disputes to the Court.

21 **Section 7.09: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
23 of each of the Parties.

24 **Section 7.10: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This  
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
27 was the drafter or participated in the drafting of this Agreement.  
28

1           **Section 7.11: Fair and Reasonable Settlement**

2           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
5 further believe that the Settlement is and is consistent with public policy, and fully complies with  
6 applicable law.

7           **Section 7.12: Headings**

8           The descriptive heading of any section or paragraph of this Agreement is inserted for  
9 convenience of reference only and does not constitute a part of this Agreement and shall not be  
10 considered in interpreting this Agreement.

11          **Section 7.13: Notice**

12          Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
13 communications under this Agreement must be in writing and addressed as follows:

14                   *To Plaintiff and the Class:*

15                   Armond M. Jackson  
16                   ajackson@jacksonapc.com  
17                   Andrea Fernandez-Jackson  
18                   afernandez@jacksonapc.com  
19                   Anthony S. Filer Jr.  
20                   afilier@jacksonapc.com  
21                   JACKSON APC  
22                   2 Venture Plaza, Ste. 240  
23                   Irvine, CA 92618  
24                   Phone: (949) 281-6857  
25                   Fax: (949) 777-6218

26                   And

27                   *To Defendant:*

28                   D. Chad Anderton  
                    canderton@littler.com  
                    Jamie Y. Lee  
                    jylee@littler.com  
                    LITTLER MENDELSON P.C.  
                    18565 Jamboree Road, Suite 800  
                    Irvine, CA 92612  
                    Telephone: (949) 705-3000  
                    Fax: (949) 724-1201



1           **Section 7.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2           To the extent consistent with class action procedure, this Agreement shall be enforceable by  
3 the Court pursuant to California Code of Civil Procedure Section 664.6 and California Rule of Court  
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
7 retain continuing jurisdiction over this Action and over all Parties, Class Members to the fullest extent  
8 to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the  
9 Parties institutes any legal action or other proceeding against any other Party or Parties to enforce  
10 the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the  
11 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
12 incurred in connection with any enforcement actions.

13           **Section 7.15: Mutual Full Cooperation**

14           The Parties agree fully to cooperate with each other to accomplish the terms of this  
15 Agreement, including but not limited to the execution of such documents, and the taking of such  
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21           **Section 7.16: Authorization to Act**

22           Class Counsel warrants and represents that they are authorized by Plaintiff, and Defendant's  
23 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to  
24 effectuate the terms of this Agreement, except for signing documents, including but not limited to  
25 this Agreement, that are required to be signed by the Parties themselves. Defendant represent and  
26 warrant that the individual executing this Agreement on its behalf has the full right, power, and  
27 authority to enter into this Agreement and to carry out the transactions contemplated herein.  
28

1           **Section 7.17: No Reliance on Representations**

2           The Parties have made such investigation of the facts and the law pertaining to the matters  
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
4 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
8 herein, have been made to any party concerning this Agreement.

9           **Section 7.18: Voluntary Agreement**

10          The Parties acknowledge that they have entered into this Settlement Agreement voluntarily,  
11 on the basis of their own judgment and without coercion, duress, or undue influence of any Party,  
12 and not in reliance on any promises, representations, or statements made by the other Parties other  
13 than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any  
14 right he/they might ever have to claim that this Settlement Agreement was in any way induced by  
15 fraud.

16          **Section 7.19: Waiver of Certain Appeals**

17          The Parties agree to waive appeals and to stipulate to class certification for purposes of this  
18 Settlement only; except, however, that either party may appeal any court order that materially alters  
19 the Settlement Agreement's terms

20          **Section 7.20: Section 203 Disclaimer**

21          Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF  
22 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
23 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
24 ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND  
25 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
26 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
27 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE  
28 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED

1 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2)  
2 THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
3 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
4 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
5 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
7 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
8 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
11 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
12 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
15 AGREEMENT.

16 **Section 7.21: Release of Additional Claims & Rights by Plaintiff.**

17 Upon the Effective Date, and as a condition of receiving any portion of their Class  
18 Representative Incentive Payments, the Plaintiff will agree to the additional following General  
19 Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff  
20 hereby releases all claims related to his or her employment or alleged employment with the  
21 Defendant including all claims alleged in the Action, and all claims known and unknown, without  
22 exception, except as may be prohibited by law. Specifically, Plaintiff waive all rights and benefits  
23 afforded by California Civil Code Section 1542, which provides:

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

Excluded from this release are the claims that Plaintiff has pled in the operative complaint on  
file in in his individual Action with case no. 30-2022-01254573-CU-WT-CJC, claims for

unemployment insurance, disability, social security, and workers' compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a), 206.5, and 4553).

### EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 03/09/2023

SHAHEED RICHARDSON

By: *Shaheed Richardson*  
Named Plaintiff

Dated: \_\_\_\_\_

INTERSTATE HOTELS, LLC

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

### APPROVED AS TO FORM ONLY:

Dated: \_\_\_\_\_

JACKSON APC

By: \_\_\_\_\_  
Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer Jr.

Attorneys for Plaintiff Shaheed Richardson,  
as an individual and on behalf of other  
similarly situated employees

Dated: \_\_\_\_\_

LITTLER MENDELSON P.C

By: \_\_\_\_\_  
D. Chad Anderton  
Jamie Y. Lee

Attorneys for Defendant Interstate Hotels, LLC

1 unemployment insurance, disability, social security, and workers' compensation (with the exception  
2 of claims arising pursuant to California Labor Code Sections 132(a), 206.5, and 4553).

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Agreement.

5 Dated: 03/09/2023

SHAHEED RICHARDSON

6 By: *Shaheed Richardson*  
7 Named Plaintiff

8 Dated: \_\_\_\_\_  
9

INTERSTATE HOTELS, LLC

10 By: \_\_\_\_\_  
11 (Signature)  
12 \_\_\_\_\_  
13 (Printed Name)  
14 \_\_\_\_\_  
(Title)

15 **APPROVED AS TO FORM ONLY:**

16 Dated: 3/15/2023  
17

**JACKSON APC**

18 By: *Armond M. Jackson*  
19 Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer Jr.

20 Attorneys for Plaintiff Shaheed Richardson,  
21 as an individual and on behalf of other  
22 similarly situated employees

23 Dated: \_\_\_\_\_  
24

**LITTLER MENDELSON P.C**

25 By: \_\_\_\_\_  
D. Chad Anderton  
Jamie Y. Lee

26 Attorneys for Defendant Interstate Hotels, LLC  
27  
28

1 unemployment insurance, disability, social security, and workers' compensation (with the exception  
2 of claims arising pursuant to California Labor Code Sections 132(a), 206.5, and 4553).

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Agreement.

5 Dated: \_\_\_\_\_

SHAHEED RICHARDSON

6  
7 By: \_\_\_\_\_  
Named Plaintiff

8  
9 Dated: March 13, 2023

INTERSTATE HOTELS, LLC

10 By:   
(Signature)

11 Mark Chloupek  
(Printed Name)

12 President and Secretary  
(Title)

13  
14  
15 **APPROVED AS TO FORM ONLY:**

16 Dated: \_\_\_\_\_


JACKSON APC

17  
18 By: \_\_\_\_\_  
Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer Jr.

19  
20 Attorneys for Plaintiff Shaheed Richardson,  
21 as an individual and on behalf of other  
22 similarly situated employees

23 Dated: March 13, 2023

LITTLER MENDELSON P.C

24 By:   
25 D. Chad Anderton  
26 Jamie Y. Lee

27 Attorneys for Defendant Interstate Hotels, LLC

# **EXHIBIT B**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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

***RICHARDSON V. INTERSTATE HOTELS, LLC  
LOS ANGELES COUNTY COURT CASE NO. 22STCV04750***

***A court authorized this notice. This is not a solicitation from a lawyer.***

**ATTENTION: IF YOU HAVE BEEN EMPLOYED BY INTERSTATE HOTELS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING FEBRUARY 7, 2018 AND ENDING ON DECEMBER 31, 2022, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

**TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.**

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Shaheed Richardson (“Plaintiff”), on behalf of himself and the below-defined Class Members, and Defendants Interstate Hotels, LLC. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to pay timely wages; (4) unlawfully received wages; (5) failed to provide required meal breaks; (6) failed to provide required rest breaks; (7) failed to furnish accurate itemized wage statements; (8) failed to pay all wages upon termination; and (6) engaged in unfair business practices. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from February 7, 2018 to December 31, 2022.

<b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>DO NOTHING</b>	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on February 7, 2018 to December 31, 2022. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).



<b>EXCLUDE YOURSELF</b>	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on February 7, 2018 to December 31, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than <b>[+60 days from date of mailing]</b> . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment.
<b>OBJECT</b>	If you wish to object to the Settlement, you must submit a written Objection, consisting of a concise statement of the reasons for the objection, to the Settlement Administrator that is postmarked or fax stamped no later than <b>[+60 days from date of mailing]</b> . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

### **BASIC INFORMATION**

#### **1. Why did I get this notice?**

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendants in California as non-exempt employees (“Class Members”) during the period beginning on February 7, 2018 to December 31, 2022 (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as case captioned *Richardson v. Interstate Hotels, LLC* and is pending in the Superior Court of California for the County of Los Angeles (the “Action”). Shaheed Richardson is the Plaintiff, and the company he sued, Interstate Hotels, LLC, is the Defendant.

#### **2. What is the Action about?**

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. He alleges that Defendant failed to pay all minimum and overtime wages, did not provide proper meal or rest breaks, failed to timely pay

wages, failed to pay all wages at termination, failed to provide compliant wage statements,, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid minimum wages and overtime wages, meal and rest period premiums, wage statements, failure to pay upon termination, interest, and statutory penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper wages, meal and rest breaks prop wages statements and payments. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

### **3. Why is this lawsuit a class action?**

In a class action, one or more people called “Plaintiff(s)” (in this case, Shaheed Richardson) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert date], the Honorable Stuart M. Rice issued an order conditionally certifying the Settlement Class for purposes of settlement only.

### **4. Who is in the Settlement Class?**

“Class Members” or “Class” means All 49 current and former non-exempt security guard workers at Defendant’s facilities during the relevant class period from February 7, 2018 through December 31, 2022.

### **5. Why is there a settlement?**

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and denies that they have violated any laws. Plaintiff and his lawyers think the Settlement is in the best interests of all Class Members.

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

### **6. What does the settlement provide?**

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Eighty-Four Thousand Six Hundred Sixty Dollars and Zero Cents (\$84,660.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed \$28,217.00), or 33.33% of the Maximum Settlement Amount, attorneys’ litigation costs (not to exceed \$7,500.00), a Class Representative Service Award to Plaintiff Shaheed Richardson in the amount of (\$5,000) for their services, and the fees and expenses of the Settlement Administrator, Phoenix (estimated not to exceed \$6,750.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the “Net Settlement Amount”). Defendant’s share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement

Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement (“Participating Class Members”) on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period (“Qualified Workweeks”). To determine a Participating Class Member’s estimated settlement payment (“Individual Settlement Payment”), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members’ Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members’ Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 30% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 70% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member’s pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

## **7. What is my approximate Individual Settlement Payment?**

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is                     .

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$                    , less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is

important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

#### **8. What am I giving up in exchange for the settlement benefits?**

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay timely wages; (4) unlawfully received wages; (5) failure to provide meal periods; (6) failure to permit rest breaks (7) failure to provide accurate itemized wage statements (6) failure to pay all wages due upon separation of employment (7) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims against Defendants ( the "Released Parties").

### **HOW TO GET A SETTLEMENT PAYMENT**

#### **9. How do I get a settlement payment?**

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

#### **10. When will I get my check?**

Checks will be mailed to Participating Class Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant make payment to the Settlement Administrator. Defendant has within 30 days after the Court signs the Final order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **11. How do I ask the Court to exclude me from the Settlement Class?**

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and may be faxed or mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

#### **INSERT SETTLEMENT ADMIN INFO**

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

### **12. If I exclude myself, can I get anything from the settlement?**

If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement.

### **13. If I don't exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

## **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC  
Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer, Jr.  
2 Venture Plaza, Suite 240  
Irvine, CA 92618  
Phone: (949) 281-6857  
Fax: (949) 777-6218

### **15. How will the costs of the lawsuit and the settlement be paid?**

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$28,217.00) plus actual litigation costs and expenses (not to exceed \$7,500.00). The Court may award less than these

amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Shaheed Richardson as Enhancement Awards for his participation in the Action and for taking on the risk of litigation. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,759.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

### **OBJECTING TO THE SETTLEMENT**

#### **16. How do I object to the Settlement?**

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

Phoenix Settlement  
Administrators  
**[insert info]**

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

#### **17. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

### **THE COURT'S FINAL APPROVAL HEARING**

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

### **18. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department 1 of the **Los Angeles County Superior Court Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.lacourt.org/CivilCalendar/ui/mainpanel.aspx?CaseType=general>

### **20. May I speak at the hearing?**

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

### **IF YOU DO NOTHING**

### **21. What happens if I do nothing at all?**

If you do nothing, you will automatically receive an Individual Settlement Payment as described above and you will be bound by the release of Released Claims against the Released Parties.

### **GETTING MORE INFORMATION**

### **22. How do I get more information?**

This notice summarizes the Settlement. More details are in the Stipulation of Class Action Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiff Shaheed Richardson's Motion for Preliminary Approval of Class Action Settlement, filed on **[INSERT DATE]**. The case is assigned to Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The case file may be viewed online at [www.lacourt.org/casesummary/ui/index.aspx?casetype=civil](http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) by entering the case no. 22STCV04750 selecting "SEARCH"

You may also contact Class Counsel or the Settlement Administrator for more information.

Phoenix Settlement Administrators

**[insert info]**

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.



# **EXHIBIT C**

**REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**

***RICHARDSON V. INTERSTATE HOTELS, LLC***  
***LOS ANGELES COUNTY COURT CASE NO. 22STCV04750***

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE  
TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT,  
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE  
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE  
ADDRESS BELOW, POSTMARKED NO LATER THAN \_\_\_\_\_.**

***RICHARDSON V. INTERSTATE HOTELS, LLC ADMINISTRATOR***

(Administrator's Address)

(Administrator's Telephone Number)

(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
(Last four digits of Social Security Number)

# **EXHIBIT D**

**RICHARDSON V. INTERSTATE HOTELS, LLC**  
**LOS ANGELES COUNTY COURT CASE NO. 22STCV04750**

**OBJECTION FORM**

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE                     .

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Shaheed Richardson. v. Interstate Hotels, LLC* Settlement on the following grounds:

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*(Attach additional pages if need.)*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City / State / Zip Code)

**All Objection Forms must be postmarked or fax stamped no later than                     .** Mail or fax your fully completed and signed Objection Form to:

<b>Phoenix Settlement Administrators</b>
<b>Re:</b> <i>Richardson. v. Interstate Hotels, LLC</i>
<b>[Address]</b>
<b>[City, State, Zip]</b>
<b>[Telephone Number; Fax Number]</b>