

**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 July 3, 2023. 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 July 3, 2023. 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 October 31, 2023 at 10:30 a.m.

**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 April 12, 2023, 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 April 12, 2023, 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 ##TOTAL\_WEEKS##.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$##ESTIMATED\_SETTLEMENT\_AMOUNT##, 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 October 31, 2023 (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 July 3, 2023 to:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863

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 July 3, 2023, 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 July 3, 2023, to the Settlement Administrator at the following address:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863

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 July 3, 2023 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 October 31, 2023 at 10:30 a.m. 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 March 15, 2023. 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  
P.O. Box 7208  
Orange, CA 92863

The Settlement Administrator has set up a settlement website where you may also locate the judgment and 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 <https://www.phoenixclassaction.com/richardson-v-interstate-hotels/>

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