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15 Attorneys for the Certified Class

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF ORANGE

18 RICHARD PEDROZA et al individually, and) Case No. 30-2014-00731601-CU-BT-CXC
19 on behalf of all persons similarly situated,) Consolidated with Case No.
20 Plaintiff,) 30-2014-00731611-CU-MC-CXC and
21 vs.) Case No. 30-2014-00732772-CU-BT-CXC
22)
EL DORADO INN, BRILLIANT) Assigned for All Purposes to:
23 MANAGEMENT INC., HSIAO PING WANG) The Honorable William Claster
24 aka WANG HSIAO-PING) Dept. CX 104
and DOES 1 THROUGH 100 INCLUSIVE)
25 Defendants.) CLASS ACTION
26) REVISED CLASS ACTION SETTLEMENT
AGREEMENT FILED IN SUPPORT OF
27) MOTION FOR PRELIMINARY APPROVAL
Case No. 30-2014-00731611-CU-MC-CXC) OF CLASS ACTION SETTLEMENT
28) Date: December 13, 2019
Time: 9:000 a.m.
Dept.: CX 104

GLOBAL SETTLEMENT AGREEMENT

Pedroza et al. v. El Dorado Inn, et al.

Orange County Superior Court Case No. 30-2014-00731601-CU-BT-CXC (Lead Case – Consolidated w/ 30-2014-00731611-CU-MC-CXC & 30-2014-00732772-CU-BT-CXC)

1. PREAMBLE

This Global Settlement Agreement (“Global Settlement,” “Settlement” or “Agreement”) is made and entered into as of the dates of Execution set forth below individually and on behalf of:

(i) Richard Pedroza, Tricia Coelho, Doug Magill, Michael McIntyre, and Theo Phillips-Powers, individually, and on behalf of all others similarly situated (hereafter “Class” and or collectively referred to hereinafter as “Plaintiffs”); and

(ii) El Dorado Inn, Brilliant Management, Inc., Hsiao Ping Wang aka Wang Hsiao-Ping, Valencia Inn, Wing Hane Group, Inc. (erroneously sued as Wing Hang Group), and Wang Chi Chung, and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, and each of their representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys (collectively referred to hereinafter as “Defendants”).

Together, Plaintiffs and Defendants may be referred to as “Settling Parties”, or individually may be referred to as a “Party”.

Once final approval is granted by the Court, this Settlement shall supersede the partial settlement agreement executed by the Parties.

2. DEFINITIONS

2.1 The term “Agreement” as used herein means this Settlement Agreement.

2.2 The term “Attorneys’ Fees and Costs” as used herein means the attorneys’ fees and costs to be requested by Class Counsel subject to Court approval in accordance with this Agreement.

2.3 The term “Class Counsel” as used herein means the following counsel who appeared on behalf of Plaintiffs and/or any Settlement Class Member in the Litigation: Jeffrey Spencer of the Spencer Law Firm, Jeffrey Wilens of the Lakeshore Law Center, and Stanley D. Saltzman of Marlin and Saltzman.

2.4 The term “Class List” as used herein means the names and addresses of the Settlement Class Members to be obtained from Defendants’ records in accordance with this Agreement, which records will be made available to Class Counsel within 10 days of execution of this Agreement. The Parties shall work together in good faith to obtain the names and

addresses of the Settlement Class Members from the Defendants' records as quickly as possible and put them into an Excel spreadsheet in an efficient and cost-effective manner.

2.5 The term "Court" as used herein means the Orange County Superior Court and any appellate court which may review any orders entered by the Court related to this Settlement.

2.6 All dates for events provided herein based on a specific number of "days" (unless the date is expressed in terms of "business days") shall be calculated using the same approach as calculating days under the California Code of Civil Procedure.

2.7 The term "Defendants" as used herein means El Dorado Inn, Brilliant Management, Inc., Hsiao Ping Wang aka Wang Hsiao-Ping ("El Dorado Defendants"), Valencia Inn, Wing Hane Group, Inc., and Wang Chi Chung ("Valencia Inn Defendants") and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, consultants, and attorneys.

2.8 The term "Execution" as used herein refers to the signing of this Agreement by all signatories hereto.

2.9 The term "Final Judgment" as used herein refers to the Final Judgment approving the Settlement as detailed in Section 6 below.

2.10 The terms "Gross Settlement Fund" or "GSF" and "Net Settlement Fund" or "NSF" as used herein mean the Gross Settlement Fund and Net Settlement Fund to be set up in accordance with this Agreement.

2.11 The term "Litigation" as used herein means the consolidated actions entitled *Pedroza et al. v. El Dorado Inn, et al.*, Orange County Superior Court Case No. 30-2014-00731601-CU-BT-CXC (Lead Case – Consolidated w/ 30-2014-00731611-CU-MC-CXC & 30-2014-00732772-CU-BT-CXC).

2.12 The term "Named Plaintiffs" as used herein shall mean Richard Pedroza, Tricia Coelho, Doug Magill, Michael McIntyre, and Theo Phillips-Powers.

2.13 The term "Notice and Administration Costs" as used herein means the costs incurred by the Settlement Administrator to obtain the Class List and contact information for the Settling Class Members, to send Notice, and administer the Settlement as contemplated by this Agreement.

2.14 The term "Notice Packet" as used herein means documents substantially in the form of the Notice of Proposed Class Action Settlement Between Plaintiffs and Defendants explaining the terms of the Settlement and the Opt-Out, and objection processes, attached hereto as Exhibit 1, the Opt-Out Form attached hereto as Exhibit 2, the Claim Form attached hereto as Exhibit 3 which the Settlement Administrator will send to the Settling Class Members and which

will be posted on the Settlement webpage, and which Notice has been agreed to by the Settling Parties, subject to Court approval. The term “Publication Notice” means a Publication Notice substantially in the form of Exhibit 4 attached hereto.

2.15 The term “Opt-Out Request” as used herein means the request submitted by any Settlement Class Member to opt-out of and be excluded from the Settlement Class.

2.16 The term “Participating Carriers” shall refer only to the following insurance carriers for Defendants who have contributed funds toward the Settlement Payment: (i) Sequoia Insurance Company (“Sequoia”); (ii) Liberty Mutual (Netherlands) Insurance Company (“Liberty Mutual”), (iii) Kinsale Insurance Company (“Kinsale”), and (iv) Kookmin Best Insurance Company, Limited, U.S. Branch, formerly known as Leading Insurance Group Insurance Company, Limited, U.S. Branch (“KBIC”). The respective contributions of the Participating Carriers are set forth in Paragraph 6.5.

2.17 The term “Preliminary Approval,” shall mean the Court’s entry of an order granting preliminary approval of the settlement.

2.18 The term “Qualifying Stay” shall mean a stay of between 28 and 30 consecutive days by a Settlement Class Member during the Settlement Class Period.

2.19 The term “Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged pursuant to this Agreement as detailed below in Paragraph 12.

2.20 The term “Releasing Settlement Class Members” as used herein means the Plaintiffs and all Settlement Class Members, other than those who timely opt-out of the settlement by timely submitting an Opt-Out Request, in accordance with the procedures set forth in the Notice as approved by the Court.

2.21 The term “Settlement” as used herein means the compromise and settlement of the Litigation as contemplated by this Agreement.

2.22 The term “Settlement Administrator” as used herein means the entity which, subject to Court approval, shall perform the duties of, among other things: (i) sending Notice to Settlement Class Members (in the format ordered by the Court); (ii) tracking Opt-Out Requests; (iii) notifying the Parties of determinations regarding Opt-Out Requests and objections consistent with this Agreement; (iv) transmitting payments to Settling Class Members, and other notice and claim administration duties in accordance with this Agreement and the Court’s orders.

The parties have selected CPT Group as the settlement administrator.

2.23 The term "Settlement Class" as used herein includes the following two subclasses: The “El Dorado Settlement Class” and the “Valencia Settlement Class” as set forth in Paragraph 5.1, below.

2.24 The term “Settlement Class Member Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged pursuant to this Agreement as set forth below in Paragraph 12.

2.25 The term “Settlement Class Members” as used herein means the Plaintiffs and all members of the Settlement Class as defined in Paragraph 5.1.

2.26 The term “Settlement Class Period” shall mean the period of time that comprises The El Dorado Settlement Class (6/27/2010 – 8/19/2016) and the Valencia Settlement Class (7/7/2010 – 8/19/2016) as set forth in Paragraph 2.23.

2.27 The term “Settlement Effective Date” as used herein means the first day following the last of the following occurrences:

2.27.1 The Parties and their respective attorneys have executed this Agreement;

2.27.2 The Court has entered a Preliminary Approval Order substantially in accord with this Settlement Agreement;

2.27.3 The Court has entered a Final Approval Order and has entered a Judgment substantially as referenced in Paragraph 2.9 above;

2.27.4 Either (1) no objection was made at the Final Approval Hearing or any objection that was made was withdrawn; or (2) an objection was made and not withdrawn and the time to appeal the Judgment has expired with no appeal having been taken; or (3) an appeal was taken but was settled, dismissed or resolved; or (4) an appeal was taken and the Judgment has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition for review has been presented, and such affirmance has become no longer subject to further appeal or review.

2.28 The term “Settling Parties” as used herein means the Plaintiffs Richard Pedroza, Tricia Coelho, Doug Magill, Michael McIntyre, and Theo Phillips-Powers, the Settlement Class Members, and Defendants El Dorado Inn, Brilliant Management, Inc., Hsiao Ping Wang aka Wang Hsiao-Ping, Valencia Inn, Wing Hane Group, Inc., and Wang Chi Chung.

3. RECITALS

3.1 On June 27, 2014 the *Pedroza* action was filed against the El Dorado Defendants. On that same date, the *Coelho* action was filed against the El Dorado Defendants and the Valencia Inn Defendants. Thereafter, the *McIntyre* action was also filed against the Valencia Inn Defendants on July 7, 2014. Later the actions were consolidated as the *Pedroza et al. v. El Dorado Inn, et al.* Orange County Superior Court Case No. 30-2014-00731601-CU-BT-CXC (Lead Case – Consolidated w/ 30-2014-00731611-CU-MC-CXC & 30-2014-00732772-CU-BT-CXC action). On August 19, 2016 the Court granted class certification and certified the following classes:

3.2 The El Dorado Inn Class: All individuals who currently reside or formerly resided at the El Dorado Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy between June 27, 2010 and August 19, 2016.

And

3.3 The Valencia Inn Class: All individuals who currently reside or formerly resided at the Valencia Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy between July 7, 2010 until August 19, 2016.

3.4 The Operative Consolidated Complaint asserts claims for violations of California Civil Code §§1940.1 and 52.1 and under California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.). The Parties have Stipulated to the dismissal of the Civil Code §52.1 claims as to the Classes and the Order dismissing those claims is pending. Defendants deny the substantive allegations as set forth in their Answers.

3.5 Class Counsel represent that they have conducted a thorough investigation into the facts of this case, and have diligently pursued an investigation of the Plaintiffs' and the Settlement Class Members' claims against Defendants, including, but not limited to: (i) interviewing class members and analyzing the results of class member interviews; (ii) reviewing relevant documents; (iii) researching the applicable law and the potential defenses; (iv) conducting depositions; (v) developing the arguments for class certification; (vi) advocating for the rights of the putative class; and (vii) preparing for trial. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendants, trial risk, and appellate risk.

3.6 On February 21, 2017, the Settling Parties attended a mediation session before the Honorable Peter D. Lichtman (Ret.). The parties were unable to reach a settlement. The Settling Parties then engaged in a second two full-day mediation session with Scott Markus, Esq. on November 27 and 28, 2017. Although mediation ended without a settlement, the parties through counsel continued good faith negotiations with the assistance of the mediator and resolved a portion of this Litigation. Those terms were eventually captured within a Memorandum of Understanding ("MOU") and thereafter, further set forth within a partial settlement agreement executed by certain parties. On December 11, 2018 the Parties participated in a third mediation session with Hon. Magistrate John L. Wagner (Ret.) regarding the periods not covered in the partial settlement described above. The parties were not able to reach a settlement, but continued good faith settlement negotiations and reached an agreement to resolve the remainder of the Litigation. Those terms are set forth in this Global Settlement Agreement.

3.7 The Settling Parties have agreed to settle and resolve all claims alleged in the operative Complaint against Defendants for the Settlement Class Period, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. The

Named Plaintiffs and their counsel have concluded that the Settlement is fair, reasonable, and in the best interests of the Settling Class Members.

3.8. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged and contend that this Litigation is not appropriate for class or collective action treatment. Defendants believe that the Litigation fails to meet the prerequisites necessary for class or collective action treatment under applicable law, especially, but not solely, with respect to predominance and manageability because the need to determine individualized issues make the Litigation unmanageable consistent with due process. Defendants further assert that they have complied with all applicable provisions of federal or state statutory and common law. Defendants further state that despite their good faith belief that they are not liable for any of the claims asserted, and despite their good faith belief that certification is not appropriate, Defendants will not oppose the Court's certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendants do not waive their objections to certification of the Settlement Class, or any other class, or their rights to challenge class certification, in this Litigation as a litigation class.

3.9 The entry of Final Judgment in this Litigation shall serve as a release of all claims which were alleged in the Litigation by the Plaintiffs and Settlement Class Members against Defendants or as detailed in Paragraph 11 of this Agreement, with the exception of any claims which might be retained by Settlement Class Members who exclude themselves from the Settlement, if any. Defendants shall retain any existing defenses to such excluded claims. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to conclude this Litigation for the time periods covered by this settlement against Defendants with prejudice.

3.10 Each of these Recitals is incorporated into and made a part of this Agreement.

4. CERTIFICATION OF THE SETTLEMENT CLASS

4.1 The Settling Parties and Class Counsel agree that, if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class shall be deemed null and void, each Party shall retain all of its respective rights as they existed prior to execution of this Settlement Agreement.

4.2 The Settling Parties and Class Counsel agree that if for any reason the Court does not grant final approval of the Global Settlement, the MOU and the partial settlement agreement previously executed by certain Parties shall remain in effect and shall not be rendered void by the Court's denial of final approval of the Global Settlement.

4.3 The Settling Parties and Class Counsel agree that, if approved, certification of the Settlement Class is in no way an admission by Defendants that class certification is proper in this Litigation or any other litigation against Defendants. The Settling Parties and Class Counsel further agree that, other than to effectuate the Settlement of this

Litigation in this jurisdiction, the certification of the Settlement Class and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against Defendants.

5. SETTLEMENT CLASS

5.1 Solely for the purpose of effectuating this Settlement, and subject to Court approval and the provisions set forth herein, the Settling Parties hereby stipulate to settle the following claims:

The “El Dorado Settlement Class” is defined as:

All individuals who resided at the El Dorado Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from June 27, 2010 to August 19, 2016.

The “Valencia Settlement Class” is defined as:

All individuals who resided at the Valencia Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from July 7, 2010 to August 19, 2016.

Together the Settlement Classes are collectively referred to as the “Settlement Class.”

5.2 According to Defendants’ best information and belief, the number of persons in the Settlement Class is approximately 2,362 as identified in Defendants’ business records.

5.3 The Settlement is conditioned on the Court granting Final Approval of the Settlement Class.

6. TERMS OF SETTLEMENT

6.1 Subject to approval of the Court the Parties agree to a Final Judgment amount of \$4,616,000 comprised of \$3,200,000 cash and an assignment of Defendants’ rights against Ironshore Insurance Company in the amount of \$1,416,000.

Subject to the other terms and conditions of this Agreement, and subject to Court approval, Defendants shall create a non-reversionary Settlement Fund with a value of \$3,200,000 (the Gross Settlement Fund, “GSF”) to cover the following:

6.1.1 Reasonable Attorneys’ Fees and Costs. Class Counsel shall apply to the Court for an award of reasonable Attorneys’ Fees of up to one third of the

GSF and Costs up to \$55,000 not including settlement administration costs. Defendants do not oppose the reasonableness of Attorneys' Fees and Costs in these amounts and will not oppose an application for a reasonable award of Attorneys' Fees and Costs sought in accordance with this Agreement. In the event that the Court does not approve the award of Attorneys' Fees and Costs requested by Class Counsel, or the Court awards Attorneys' Fees and Costs in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement or for rendering the entire Settlement null, void, or unenforceable. Class Counsel retain their right to appeal any decision by the Court regarding the Court's award of Attorneys' Fees and Costs. The Court will rule on any Attorneys' Fees and Costs to be paid to Class Counsel or any counsel at the time of Final Approval. The Defendants shall pay Attorneys' Fees and Costs according to the Court's Order. However, Defendants' responsibility for attorneys' fees or costs to the Settlement Class will not exceed the amount of the Attorneys' Fees and Costs provided for in this Settlement Agreement.

6.1.2 An incentive award to the Class Representatives subject to court approval not to exceed \$10,000 for each Class Representative. Defendants do not oppose the reasonableness of incentive awards in this amount and will not oppose application of incentive awards to the Class Representatives in accordance with this agreement.

6.1.3 The actual Notice and Administration Costs incurred in accordance with this Agreement which the parties anticipate will be \$23,000 based on the Settlement Administration quote received by the Settlement Administrator CPT Group.

6.1.4 Any amounts not awarded as attorneys' fees, costs, incentive awards or Notice and Administration costs shall be added to the Net Settlement Fund described in Paragraph 6.2, subject to the result of any appeal as to the award of Attorneys' Fees and Costs which might be filed pursuant to Section 6.1.1 above.

6.2 The Net Settlement Fund ("NSF") shall consist of the amount of funds remaining after deductions for Attorneys' Fees and Costs, incentive awards, and class administration costs awarded by the Court. Each Settlement Class Member shall receive payment of a pro rata share of the NSF. The pro-rata share of each Settlement Class Member will be determined by dividing the NSF by the total number of Qualifying Stays reflected in Defendants' business records and valid claims and multiplying that amount by the number of Qualifying Stays of the respective Settlement Class Member.

6.3 Defendants shall deposit with the Settlement Administrator three million two-hundred thousand dollars (\$3,200,000) (hereinafter, the "Gross Settlement Fund" or "GSF") within fifteen (15) calendar days following the date the Court grants Preliminary Approval of the Settlement. The Settlement Payment shall be made by wire transfer, or delivery of a settlement check within this agreed-upon time period, to an interest-bearing escrow account held by the Settlement Administrator appointed by this Court until further order of the Court. All interest earned by this account will inure to the benefit of the Class.

6.4 **Assignment of Claims and Stipulated Judgment.**

6.4.1 Stipulated Judgment. Defendants Valencia Inn and Wing Hane Group, Inc. agree to a stipulated judgment in the amount of \$1,416,000, which corresponds only to the period of time they were insured by Ironshore Specialty Insurance Company (“Ironshore”) from 11/22/14 -8/19/16. The Stipulated Judgment will be incorporated into the Final Judgment entered by the Court if the Settlement is approved. The Plaintiffs and Class covenant not to execute the Stipulated Judgment against any funds, assets or properties of any of the Valencia Inn, Wing Hane Group, Inc. or any other Defendant, including, Hsiao Ping Wang aka Wang Hsiao-Ping, and Wang Chi Chung, or any carrier other than Ironshore. Plaintiffs and the Class agree that the covenant not to execute precludes Plaintiffs and the Class from recording any abstract of judgment against Valencia Inn, Wing Hane Group, Inc. or any other Defendant, including, Hsiao Ping Wang aka Wang Hsiao-Ping, and Wang Chi Chung. The Plaintiffs and the Class agree that their sole remedy to satisfy the Stipulated Judgment against the Valencia Inn and Wing Hane Group, Inc. is for Plaintiffs and the Class to pursue claims against Ironshore, as set forth below. Ironshore previously denied coverage and a defense to the Valencia Inn and Wing Hane Group, Inc. and rejected a policy limits demand.

6.4.2 Assignment of Claims. Valencia Inn and Wing Hane Group, Inc. hereby assign all of their rights against Ironshore to the Plaintiffs and the Class (collectively, for the purpose of Paragraph 6.4.2 and 6.4.3, “Assignees”), conditioned on the Court granting final approval of the settlement and further agree to cooperate in good faith with the Plaintiffs and the Class.

The Action against Ironshore will be brought by the Assignees represented by Michael McIntyre who stayed at the Valencia Inn during the Ironshore insurance period and/or one or more of the other proposed Class Representatives in this action on behalf of the class.

Plaintiffs and Assignees further agree that the assignment of rights by Defendants to Assignees shall not be further assignable to any other person or entity. However, if it becomes necessary, Assignees can substitute in another member of the class to prosecute the Ironshore Action on behalf of the Class.

6.4.3 Prosecution of the Ironshore Action. The Ironshore Action will be prosecuted by Class Counsel, The Spencer Law Firm, Lakeshore Law Center and Marlin & Saltzman. The parties anticipate the Action will be filed within 30 days of Final Approval of the Settlement. Class Counsel will diligently prosecute the Action against Ironshore on behalf of the Assignees through settlement or trial or up to the point in their professional judgment they determine further litigation is not practicable. Plaintiffs, Assignees, and their counsel agree that they maintain a continuing duty to provide Defendants' counsel with notice that: (i) Plaintiffs have filed an action against Ironshore; or (ii) that Plaintiffs have settled their claims against Ironshore.

Any settlement agreement in the Ironshore action will be submitted to the Court for approval, wherein Class Counsel will submit a request for attorneys' fees and reimbursement of costs incurred in the Ironshore Action, the named Plaintiffs will be entitled to submit requests for incentive awards for their efforts in the Ironshore Action and the costs of notice and settlement distribution will be submitted to the Court for approval. Subject to Court approval the distribution of the settlement proceeds to the Class Members from the Ironshore Action will to all Class Members be in the same manner as the distribution of the Net Settlement Fund in this settlement as detailed in ¶6.2 above. These amounts will be in addition to the money to be distributed in this settlement. If there is no settlement in the Ironshore Action, but an amount is recovered by way of a judgment, Class Counsel will submit a similar request to the Court for distribution of those funds. If Ironshore responds to such actions by moving for declaratory relief regarding coverage for the claims assigned to the Assignees, the Assignees agree to defend those claims.

6.5 The Defendants and their Participating Carriers have allocated responsibility for making the Settlement Payment to create the Gross Settlement Fund as follows:

Defendants	\$600,000
Sequoia Insurance Company	\$200,000
Liberty Mutual (Netherlands) Insurance Company	\$200,000
Kinsale Insurance Company	\$200,000
KBIC Insurance Company	\$2,000,000

6.6 Defendants' obligations to satisfy the Judgement will be fully satisfied upon payment of the \$3,200,000 into the GSF and the \$1,416,000 assignment of their rights against Ironshore Insurance Company and approval of the Settlement by the Court.

7. NOTICE TO THE CLASS

7.1 The parties agree that the Settlement Administrator will be CPT Group.

7.2 Within ten (10) days after the execution of this Agreement, Defendants shall make documents available to Class Counsel which contain: (1) names and dates of Qualifying Stays of the Settlement Class, and (2) the contact information provided by Class Members at the time of registration. The Parties shall work together in good faith to obtain the names and addresses of the Settlement Class Members from the Defendants' records as quickly as possible and put them into an Excel spreadsheet comprising the class list in an efficient and cost effective manner and provide the Class List to the Settlement Administrator, Class Counsel and Counsel for the Defendants.

7.3 The Parties agree that subject to Court approval, the Notice of the Settlement will be provided via U.S. Mail to the Class Members and the Notice and Notice Packet shall be in the form attached hereto as Exhibits 1-3. Publication Notice will be provided by publication at least two times in the Orange County Register over a two-week period in the form attached hereto as Exhibit 4.

7.4 The Settlement Administrator shall mail the Notice Packet to the last known address of the Class Members within twenty (20) days following the Court's Preliminary Approval of the Settlement. Prior to mailing the Notice, the Settlement Administrator will conduct a NCOA or like search to determine the most current addresses of the Class Members. If any Notices are returned to sender with a forwarding address, the Settlement Administrator will promptly re-mail the Notice to the Class Member's forwarding address. In the event any Notices are returned to sender without a forwarding address, prior to the Opt-Out deadline, the Settlement Administrator will conduct a skip trace or like search to attempt to find an updated address for the Class Member and if an updated address is found, promptly re-mail the Notice to the updated address.

7.5 The Settlement Administrator will provide Publication Notice in the OC Weekly on two occasions. The first publication notice will occur within twenty (20) days after the Court's Preliminary Approval of the Settlement and the second Publication Notice will occur one week thereafter.

7.6 The Notice Packet, and other materials as agreed to by the Parties shall be available within twenty (20) days following Preliminary Approval at a website to be set up and administered by the Settlement Administrator. The Settlement Administrator shall also establish a toll-free phone line and an email account within 20 days following Preliminary Approval to respond to inquiries from Settlement Class Members. The website address, toll-free phone number, and email address will be included in the Notice.

8. CLAIMS PROCESS FOR TIME PERIOD WHERE BUSINESS RECORDS WERE DESTROYED AND DISPUTES REGARDING STAYS

8.1 The Defendants have business records of the identities of the Class Members and Qualifying Stays for the time period of November 2013 forward. However, Defendants' business records prior to that date were destroyed in a flood and are not complete.

8.2 For those Class Members whose Qualifying Stays are reflected in Defendants' business records, there is no claim requirement. Those Class Members whose Qualifying Stays are reflected in Defendants' business records will be paid a pro-rata share of the Net Settlement Fund based on their number of Qualifying Stays reflected in Defendants' business records and valid claim forms for additional stays not reflected in Defendants' business records.

8.3 In order to provide Class Members whose Qualifying Stays may have been destroyed prior to November 2013, the opportunity to submit a claim for Qualifying Stays

and to provide Class Members the opportunity to dispute the number of Qualifying Stays they are credited with, the Notice Packet will include a printed Claim Form and the settlement website will include an electronically fillable Claim Form which those Class Members can use to self-identify and submit a Claim for their Qualifying Stays that are not reflected in the Notice. The Claim Form will require those Class Members to state the dates of their Qualifying Stays under penalty of perjury. The Claim Form can be submitted via U.S. Mail or the settlement website and a statement of the dates of Qualifying Stays under penalty of perjury will be sufficient to state a valid claim. The Settlement Administrator and parties will be responsible for determining the validity of the claims based on objective criteria wherein a fully completed claim form submitted under penalty of perjury stating dates of Qualifying Stays will be deemed sufficient to state a claim. Any disputes regarding a claim that cannot be resolved will be submitted for determination by the Court at the Final Approval Hearing

8.4 The Settlement Administrator will maintain a list of all persons who submit claims and will forward all claims received to Class Counsel and Defense Counsel.

8.5 To be considered, any Claim Forms must be complete and submitted to the Settlement Administrator online via the electronically fillable Claim Form on the settlement webpage, or by mail postmarked within 45 days of the first mailing date of the Notice Packet.

8.6 Valid claims of Qualifying Stays will be credited to the Class Members for distribution out of the Net Settlement Fund.

9. OPT-OUT PROCESS

9.1 A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the release of claims pursuant to this Settlement, shall submit a Request to Opt-Out to the Settlement Administrator. For a Request to Opt-Out to be accepted it must be timely and valid. To be timely it must be postmarked within forty-five (45) days of the first mailing date of the Notice. To be valid, the Request to Opt-Out shall contain a statement that the Settlement Class Member requests to be excluded from the Settlement Class.

9.2 A Settlement Class Member who submits a Request to Opt-Out is not eligible to recover a share of the NSF, or object to the settlement, but will retain all of his or her against the Defendants.

9.3 The Settlement Administrator shall maintain a list of persons who have excluded themselves or objected to the Settlement and shall provide such list to the Parties in weekly reports up to the date of the Final Approval Hearing. The Claims Administrator shall retain the originals of all Requests to Opt-Out (including envelopes with the postmarks) received from Settlement Class Members, and shall provide PDF copies via email to Defendants' Counsel and Class Counsel as they are received.

9.4 It is agreed by the Settling Parties that if more than five percent (5%) of the Settlement Class eligible to participate in this settlement opt-out of the Settlement, then Defendants have the option, at their sole discretion, to void and cancel this Settlement.

10. OBJECTION PROCESS

10.1 A member of the Settlement Class who wishes to comment on or object to the Settlement or any part of it may do so by appearing at the Final Approval Hearing and addressing the Court or by timely submitting a written objection.

10.2 To be considered valid and timely, a written objection must be served on the Settlement Administrator and must include the objector's name and address, the basis for the objection (including why the objector believes the Settlement is not in the best interest of the Settlement Class), along with any and all documents that support the objection, and must be postmarked within forty-five (45) days of the first mailing date of the Notice. In order to object to the Settlement, the Class Member must not have Opted-Out of the Settlement. If a Class Member Opt-Outs of the Settlement and also serves an objection, the Opt-Out will take precedence and the objection will not be valid. Additional instructions regarding how to object to the Settlement are contained in the Notice, Exhibit 1. The Settlement Administrator shall forward any objections to the settlement to Class Counsel and Defense Counsel immediately upon receipt.

10.3 Settlement Class Members who do not appear and address the Court regarding objections at the Final Approval Hearing or do not file and serve timely written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of Attorneys' Fees and Costs.

11. DISTRIBUTION PROCESS

11. The GSF shall be funded in accordance with this Agreement. The timing of the payments by Defendants to the GSF shall be as follows:

11.1.1 Within fifteen (15) days following the date on which the Court enters an order granting Preliminary Approval of the Settlement, Defendants shall wire transfer or send settlement checks totaling the GSF amount of (\$3,200,000.00), to an interest-bearing escrow account held by the Settlement Administrator. All interest earned on the sums deposited in this account will inure to the benefit of the Class and will become part of the GSF. In the event the settlement does not become final, the GSF will be returned to the Defendants along with any interest less the portions of the GSF expended by the Settlement Administrator for Class Notice and settlement administration.

11.2 Distributions from the GSF shall be handled as follows:

11.2.1 Other than for purposes of paying invoices submitted by the Settlement Administrator, the Settlement Administrator shall not distribute any payments required under this Agreement until after the Settlement Effective Date has occurred.

11.2.2 Attorneys' Fees and Costs awarded by the Court pursuant to this Agreement shall be paid to the individuals or entities specified in the Court order approving such Attorneys' Fees and Costs within ten (10) days of the Settlement Effective Date.

11.2.3 Any incentive award awarded to the Class Representatives by the Court will be paid to the Class Representatives within ten (10) days of the Effective Date.

11.2.4 Subject to the other provisions of this Section, payments to the Settlement Class Members shall be made from the NSF and mailed to the appropriate recipients within ten (10) days after the effective date. If any checks to the Settlement Class Members remain uncashed after one hundred and eighty (180) days, the checks will be void and the funds will be paid to the cy pres Organization Habitat for Humanity Orange County.

12. LIMITED WAIVER AND RELEASE

12.1 Settlement Class Member Released Claims - Release by Settlement Class Members and named Plaintiffs.

12.1.1 Subject to final approval of the Settlement by the Court and in exchange for good and valuable consideration, undertakings, and covenants undertaken by Defendants in this Agreement, the receipt and sufficiency of which is hereby acknowledged, all the Named Plaintiffs and Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge Defendants and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, the Participating Carriers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys ("Releasees"), from any and all claims, rights, penalties, damages, demands, debts, accounts, duties, liens, charges, complaints, costs and expenses (other than those costs, attorneys' fees and expenses required to be paid pursuant to this Agreement), arising from the facts alleged in the operative Complaint, including the allegations that Defendants' registration practices violated California Civil Code sections 1940.1, 52.1 and Business & Professions Code sections 17200 et seq., and any claims for damages, equitable relief, restitution, injunction, interest, attorneys' fees, costs and/or penalties arising therefrom. Except to the extent expressly released in this paragraph, the rights and obligations of Class Members and Defendants under any written lease or other written agreement shall remain in full force and effect.

12.2 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

13. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY COURT APPROVAL

13.1 Within twenty (20) days of the Execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting Preliminary Approval of the Settlement and:

13.1.1 Approving as to form, timing and content the proposed notices and notice plan;

13.1.2 Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class; and

13.1.3 Approving a Settlement Administrator.

13.2 Defendants shall cooperate with Class Counsel as necessary to obtain Preliminary Approval.

13.3 The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo in the event that the Settlement Effective Date does not occur.

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1 Following Preliminary Approval by the Court of the Settlement, Class Counsel will submit a proposed Final Judgment. The proposed Final Judgment shall:

14.1.1 Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;

14.1.2 Approve Class Counsel's application for an award of Attorneys' Fees and Costs;

14.1.3 Approve the incentive awards to the Class Representatives;

14.1.4 Certify the Settlement Class for Settlement purposes in accordance with applicable legal standards;

14.1.5 Enter judgment in favor of the Settlement Class as to the Settlement Class Period on the merits. The entry of judgment will bar the Plaintiffs and all Settlement Class Members (other than those who timely filed valid Opt-Out Requests) from further prosecuting any of the Settlement Class Member Released Claims against Defendants;

14.1.6 Defendants shall cooperate with Class Counsel as necessary to obtain Final Approval and judgment for the Settlement Class Period. To that end the Defendants agree that they will not object to Plaintiffs' request for Attorneys' Fees and Costs in connection with this settlement, incentive payments for the class representatives, or Plaintiffs' choice of a claims administrator, and will cooperate with the Plaintiffs to

obtain approval of a class settlement for a class or classes comprising the Settled Class Periods; and

14.1.7 The Final Judgment shall not be considered final until the occurrence of the Settlement Effective Date.

15. MUTUAL FULL COOPERATION

15.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's Final Judgment.

16. STATEMENT OF NO ADMISSION

16.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants, and Defendants deny liability for any alleged wrongdoing. Defendants expressly deny liability for the claims asserted and specifically deny and do not admit any of the pleaded facts not admitted in its pleadings in the Litigation. Nor shall this Agreement constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Defendants' defenses or affirmative defenses. The Settling Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

16.2 The Parties and Class Counsel agree that certification of the Settlement Class in accordance with the terms of this Agreement is for settlement purposes only. Nothing in this Agreement, drafts of this Agreement, any communications regarding settlement or approval of the settlement, or any documents filed with the Court regarding approval of the settlement, will be construed as an admission or acknowledgement of any kind that any class should be or should have been certified against Defendants in this Litigation or in any other action or proceeding. In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Settlement Effective Date does not occur for any reason, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation. Such objections and defenses include, but are not limited to, Defendants' objections and defenses to any class-wide treatment. Nothing in this Agreement or any document related to this Agreement shall be construed as a waiver by Defendants of their contention that class certification is not appropriate and is contrary to law in this Litigation or any other case or proceeding. Nothing in this agreement or any document related to it shall be construed as creating any new rights for Defendants to challenge or object to the class certification of the certified classes in the consolidated *Pedroza v. El Dorado Inn, et al* actions, Orange County Superior Court Case No.

30-2014-00731601-CU-BT-CXC (lead case) consolidated with Case Nos. 30-2014-00731611-CU-MC-CXC and 30-2014-0073272-CU-BT-CXC.

17. VOIDING THE AGREEMENT

17.1 It is agreed by the Parties that if more than five percent (5%) of the Class Members eligible to participate in this Settlement opt-out of the class settlement, then Defendants or Plaintiffs have the option to void and cancel this settlement. The Settlement Administrator shall email Defendants' Counsel and Class Counsel a copy of all Opt-Outs received within seven days of the Opt-Out deadline. Any such election to void the Settlement must be delivered in writing to the parties within seven (7) business days from the date on which Counsel receives the copy of the Opt-Outs from the Settlement Administrator.

17.2 The maximum aggregate amount Defendants and Participating Carriers shall be obligated to pay under this Agreement, if it gains Final Approval, is limited to the GSF and the assignment of rights against Ironshore Insurance Company. The Parties further agree that, in the event a court or arbitrator determines or otherwise issues an order or opinion that there should be any money paid in addition to the GSF and the assignment of rights against Ironshore Insurance Company for the time periods released in this Settlement, then Defendants shall have the option to void this Settlement and Agreement.

17.3 In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable. This Settlement Agreement, all drafts of this Agreement, any communications regarding settlement or approval of the settlement, or any documents filed with the Court regarding approval of the settlement shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, or other litigation against Defendants to establish Defendants' liability for the claims covered by this Settlement Agreement.

17.4 In the event that the Court does not approve the Attorneys' Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested by Class Counsel are reduced, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Class Counsel retain their right to appeal any decision by the Court regarding the Attorneys' Fees and Costs.

18. SIGNATORIES' AUTHORITY

18.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

19. NO PRIOR ASSIGNMENTS

19.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

20. NOTICES

20.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; or email,(ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) on the fifth business day after mailing by United States mail. All notices given under this Agreement shall be addressed as follows:

19.1.1 To Plaintiffs and the Settlement Class:

THE SPENCER LAW FIRM, INC.
Jeffrey Spencer, Esq.
2 Venture, Suite 220
Irvine, CA 92618
Telephone: (949) 240-8595
Facsimile: (949) 377-3272
jps@spencerlaw.net

LAKESHORE LAW CENTER
Jeffrey Wilens, Esq.
18340 Yorba Linda Blvd., Suite 107-610
Yorba Linda, CA 92886
Telephone: (714) 854-7205
Facsimile: (714) 854-7206
jeff@lakeshorelaw.org

MARLIN & SALTZMAN, LLP
Stanley D. Saltzman, Esq.
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
Telephone: (818) 991-8080
Facsimile: (818) 991-8081
ssaltzman@marlinsaltzman.com

20.1.2 To Defendants

ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS
LLP
Scott J. Leipzig, Esq.
Nancy S. Fong Esq.
865 S. Figueroa St., Suite 2800
Telephone: (310) 788-2400
Facsimile: (310) 788-2410

sleipzig@allenmatkins.com
nfong@allenmatkins.com

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

Phil Woog, Esq.
Matthew R. Pahl, Esq.
535 Anton Boulevard, Tenth Floor
Costa Mesa, California 92626-1977
Telephone: (714) 431-1100
Facsimile: (714)431-1119
pwoog@cookseylaw.com
mpahl@cookseylaw.com

21. MISCELLANEOUS PROVISIONS

20.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

21.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

21.3 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

21.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

21.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

21.6 Counterparts. This Agreement may be executed by facsimile and/or PDF signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken

together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

21.7 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

21.8 Enforcement Actions. The Parties hereby stipulate that pursuant to California Code of Civil Procedure §664.6 the Court will retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement. In the event that one or more of the Settling Parties are required to institute any legal action, including a motion under Code of Civil Procedure §664.6 against any other party or parties in order to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the Plaintiffs shall be entitled to recover from the unsuccessful party or parties, reasonable attorneys' fees and costs arising from or relating to such action or proceeding.

21.9 Attorney's Fees on Appeal. In the event that an Objector files an appeal, Class Counsel will defend the Settlement through the appeal process. In the event the judgment approving the Settlement is affirmed in part or whole, Class Counsel retains the right to petition the Court to award supplemental attorney's fees and costs out of the GSF for the work done on appeal.

22. The parties hereby agree and stipulate that the statutory 5-year timeframe within which a case must be brought to trial shall be stayed between March 29, 2019 and the date the Court issues a final ruling granting or denying final approval of the Settlement.

DATED: December , 2019 Plaintiff Richard Pedroza

By: _____
Richard Pedroza

DATED: December , 2019 Plaintiff Michael McIntyre

By _____:
Michael McIntyre

DATED: December , 2019 Plaintiff Theo Phillips-Powers

By _____:
Theo Phillips-Powers

DATED: December , 2019 Plaintiff Tricia Coelho

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22. The parties hereby agree and stipulate that the statutory 5-year timeframe within which a case must be brought to trial shall be stayed between March 29, 2019 and the date the Court issues a final ruling granting or denying final approval of the Settlement.

DATED: December 3, 2019

Plaintiff Richard Pedroza

By: 
Richard Pedroza

DATED: December , 2019

Plaintiff Michael McIntyre

By _____:
Michael McIntyre

DATED: December , 2019

Plaintiff Theo Phillips-Powers

By _____:
Theo Phillips-Powers

DATED: December , 2019

Plaintiff Tricia Coelho

together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

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21.8 **Enforcement Actions.** The Parties hereby stipulate that pursuant to California Code of Civil Procedure §664.6 the Court will retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement. In the event that one or more of the Settling Parties are required to institute any legal action, including a motion under Code of Civil Procedure §664.6 against any other party or parties in order to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the Plaintiffs shall be entitled to recover from the unsuccessful party or parties, reasonable attorneys' fees and costs arising from or relating to such action or proceeding.

21.9. **Attorney's Fees on Appeal.** In the event that an Objector files an appeal, Class Counsel will defend the Settlement through the appeal process. In the event the judgment approving the Settlement is affirmed in part or whole, Class Counsel retains the right to petition the Court to award supplemental attorney's fees and costs out of the GSF for the work done on appeal.

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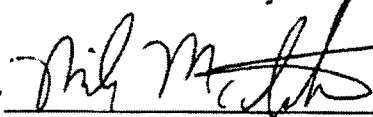
DATED: December , 2019

Plaintiff Richard Pedroza

By: _____
Richard Pedroza

DATED: December , 2019

Plaintiff Michael McIntyre

By:  _____
Michael McIntyre

DATED: December , 2019

Plaintiff Theo Phillips-Powers

By: _____
Theo Phillips-Powers

DATED: December , 2019

Plaintiff Tricia Coelho

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22. The parties hereby agree and stipulate that the statutory 5-year timeframe within which a case must be brought to trial shall be stayed between March 29, 2019 and the date the Court issues a final ruling granting or denying final approval of the Settlement.

DATED: December , 2019 Plaintiff Richard Pedroza

By: _____
Richard Pedroza

DATED: December , 2019 Plaintiff Michael McIntyre

By _____:
Michael McIntyre

DATED: December , 2019 Plaintiff Theo Phillips-Powers

By  _____:
Theo Phillips-Powers

DATED: December , 2019 Plaintiff Tricia Coelho

By _____ :
Tricia Coelho

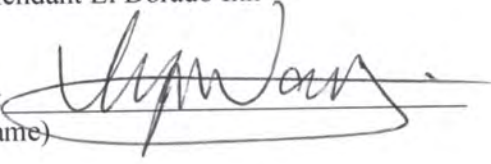
DATED: December , 2019

Plaintiff Doug McGill

By _____ :
Doug McGill

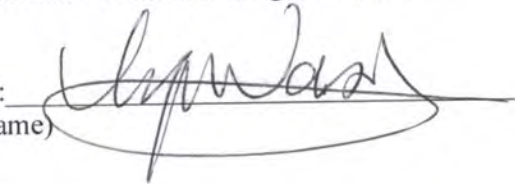
DATED: December 2, 2019

Defendant El Dorado Inn

By: _____
(Name) 

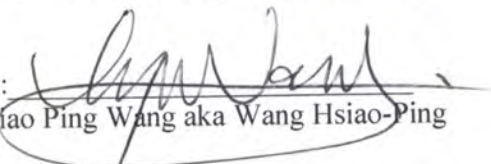
DATED: December 2, 2019

Defendant Brilliant Management, Inc.

By: _____
(Name) 

DATED: December 2, 2019

Defendant Hsiao Ping Wang aka Wang Hsiao-Ping

By: _____
Hsiao Ping Wang aka Wang Hsiao-Ping 

DATED: December 2, 2019

Defendant Valencia Inn

By: Chi Chung Wang
(Name)

DATED: December 2, 2019

Defendant Wing Hane Group, Inc.

By: 
(Name)

DATED: December 2, 2019

Defendant Wang Chi Chung

By: Chi Chung Wang
Wang Chi Chung

EXHIBIT NO. 1

EXHIBIT NO. 1

If you stayed 28-30 consecutive days at the *El Dorado Inn* between June 27, 2010 and August 19, 2016 or if you stayed 28-30 consecutive days at the *Valencia Inn* between July 7, 2010 and August 19, 2016, a class action lawsuit may affect your rights.

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

- A \$4,616,000 class action settlement has been reached to resolve a class action lawsuit alleging the *El Dorado Inn* and *Valencia Inn* located in Anaheim, California violated Civil Code §§ 1940.1 and 52.1 and Business & Professions Code § 17200 by requiring occupants of the *El Dorado Inn* and the *Valencia Inn* to check out and re-register prior to 30 days of continuous occupancy to keep the occupants from gaining tenant rights. Defendants deny these allegations.
- The case has been certified as a class action on behalf of:
 - All individuals who resided at the El Dorado Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from June 27, 2010 to August 19, 2016; and
 - All individuals who resided at the Valencia Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from July 7, 2010 to August 19, 2016.

The Settlement Class Period is the same as the certified class period.
- You could receive a pro-rata share of the Net Settlement Fund based on the number of your Qualifying Stays during the Settlement Class Period. Qualifying Stays are stays of 28-30 consecutive days.
- Court appointed lawyers will ask the Court to award attorneys' fees and costs.
- Defendants deny the allegations in the Lawsuit and are prepared to defend the Lawsuit vigorously.
- The Court has not decided whether Defendants did anything wrong.
- Your legal rights will be affected whether you act or not. Read this Notice carefully. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing	You will: <ul style="list-style-type: none"> • Stay in the lawsuit • Receive a pro-rata share of the settlement proceeds approved by the Court • Give up certain rights
Exclude Yourself	You will: <ul style="list-style-type: none"> • Get out of this lawsuit • Receive no compensation • Keep any rights to sue individually

Object to the Settlement

You will:

- **Stay in the lawsuit.**
- **You will still receive a pro-rata share of any settlement proceeds approved by the Court**
- **Be allowed to file court papers and appear before the Judge explaining why you object to the settlement**

- Your rights and options are explained in this Notice. To exclude yourself you must act before _____, **2020**.
- The Court must still decide whether to approve this settlement. The settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.
- Any questions? Read the rest of this Notice and visit www.28dayshufflелawsuits.com.

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2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is there a settlement?

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6. Do I need proof in order to get compensation?

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8. How do I get the settlement payment?
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1. WHY DID I GET THIS NOTICE?

You are receiving this Notice because you may be part of the certified class action and you have a right to know about a proposed settlement of the class action lawsuit and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals are resolved, you will receive certain compensation. You can receive updates about the progress of the settlement from the website listed at the bottom of this Notice or by contacting Class Counsel or the Settlement Administrator identified in Paragraph 14.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Orange County Superior Court. The consolidated cases for this settlement are *Pedroza v. El Dorado Inn, et al.*, Case No. 30-2014-00731601, *Coelho, et al. v. El Dorado Inn and Valencia Inn, et al.*, Case No. 30-2014-00731611-CU-MC-CXC, and *McIntyre v. Valencia Inn, et al.*, Case No. 30-2014-00732772-CU-BT-CXC. The people who sued are the Plaintiffs and the companies and persons being sued are the Defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit contends that Defendants violated California Civil Code §§ 1940.1 and 52.1 and Business & Professions Code § 17200 by requiring occupants of the *El Dorado Inn* and the *Valencia Inn* to check out or re-register prior to 30 days of continuous occupancy to keep the occupants from gaining tenant rights.

Defendants deny the allegations in the lawsuit. The Court has not determined that the Defendants have violated any law.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Class Representatives” (in this case there are several former residents of the Inns) bring a lawsuit on behalf of other people who have similar claims. The people with similar claims are collectively referred to as a “Class” or “Class Members.” The businesses they filed a lawsuit against (in this case the *El Dorado* and *Valencia Inn* and their owners) are called the Defendants. In a class action, one court will resolve the issues for all Class Members, except those who exclude themselves from the Class. Orange County Superior Court Judge William Claster is presiding over the case.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and risk of a trial, and the people affected will get compensation. The Class Representatives and the attorneys think the settlement is best for everyone who may have been harmed.

5. AM I PART OF THIS SETTLEMENT CLASS?

All individuals who resided at the El Dorado Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy between June 27, 2010 and August 19, 2016 and all individuals who resided at the Valencia Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy between July 7, 2010 and August 19, 2016 are members of the Settlement Class.

6. DO I NEED PROOF IN ORDER TO GET COMPENSATION?

If the settlement is approved, you will receive a pro-rata share of the settlement proceeds based upon the number of Qualifying Stays you had at the *El Dorado Inn* or *Valencia Inn* during the Settlement Class Period as reflected in Defendants’ business records. If you received this notice by mail, and the notice at Paragraph 7(a) reflects that you had Qualifying Stays you will not need to submit a claim form or proof of claim to receive your pro-rata share of the settlement proceeds based on the number of Qualifying Stays stated in the notice.

If the notice does not reflect all of your Qualifying Stays you will need to submit a Claim Form and/or additional documentation detailing your Qualifying Stays during the Settlement Class Period (as explained below in Paragraph 7). Because Defendants do not have complete records prior to November 2013, if you stayed at the El Dorado Inn for 28-30 consecutive days between June 27, 2010 and October 31, 2013 and or the Valencia Inn for 28-30 consecutive days between July 7, 2010 and October 31, 2013, those stays will likely not be included in your Qualifying Stays listed in Paragraph 7(a) below and you will need to submit a Claim Form as explained in Paragraph 7(b) below to receive

compensation for those stays.

If you did not receive this notice via mail but stayed at the *El Dorado Inn* for 28-30 consecutive days and were required to move out or to check out and reregister out before the expiration of 30 consecutive days of occupancy between June 27, 2010 and August 19, 2016 or if you stayed at the *Valencia Inn* 28-30 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy between July 7, 2010 and August 19, 2016 you need to contact the Settlement Administrator CPT Group Inc. identified below and advise you did not receive a class notice. If you are on the class list the Settlement Administrator will update your address and mail you the class notice.

If you are not on the class list and you had Qualifying Stays (28-30 consecutive days) at the *Valencia Inn* or *El Dorado Inn* during the class period, to participate in the settlement and receive compensation for your Qualifying Stays you must fully complete and timely submit the Claim Form included with this Notice and available on the website www.28dayshufflelawsuits.com. The Settlement Administrator will verify the claims submitted. To be considered, the Claim Form must be submitted to the Settlement Administrator online at www.28dayshufflelawsuits.com or via U.S. Mail at the following address:

Pedroza v. El Dorado Inn Settlement Administrator
CPT GROUP, INC.
50 Corporate Park
Irvine, CA 92606
Telephone (800

For your Claim Form and documentation to be considered, it must be submitted online at www.28dayshufflelawsuits.com or postmarked by _____, (45 days after the date of the Notice).

7. WHAT DOES THE SETTLEMENT PROVIDE?

The settlement amount is \$4,616,000 comprised of a \$3,200,000 cash Settlement Fund and Defendants' assignment of their rights to recover up to \$1,416,000 from one of their insurance carriers, Ironshore Insurance Company, who refused to participate in the settlement. To recover the \$1.416 million further litigation will be necessary. Class Members will receive a pro-rata share of the \$3,200,000 Settlement Fund after deduction of attorneys' fees, costs, class representative incentive awards as detailed in Paragraph 16 and costs of notice and settlement administration. The estimated cost of notice and settlement administration is \$23,000.

The \$1,416,000 has not yet been recovered from Ironshore Insurance Company. Class Counsel intend to file a lawsuit on behalf of the Class against Ironshore Insurance Company to recover the \$1,416,000. They may not recover the entire \$1,416,000 or they may recover

nothing. If money is recovered in the litigation against Ironshore Insurance Company, class members will receive a pro rata share of the fund recovered after after deduction of attorneys' fees, costs, class representative incentive awards pertaining to the Ironshore litigation. These amounts will be in addition to the money to be distributed in this settlement.

7(a). What Will You Receive in the Settlement?

Defendants' business records indicate you had _____ Qualifying Stays at the *El Dorado Inn* and/or the *Valencia Inn* during the Settlement Class Period. The amount you will receive is estimated to be approximately \$_____ if the Court approves the settlement. This amount may be lower depending on the number of claims and final adjustments.

7(b). Claims for Time Periods with Missing or Incomplete Records

Because Defendants do not have complete records prior to November 2013, if you stayed at the El Dorado Inn for 28-30 consecutive days between June 27, 2010 and October 31, 2013 and or the Valencia Inn for 28-30 consecutive days between July 7, 2010 and October 31, 2013, to receive compensation for Qualifying Stays during those time periods you must fully complete and timely submit the Claim Form included herewith (also available on the website www.28dayshuffelawsuits.com). The Settlement Administrator will verify the claims submitted. To be considered the Claim Form must be submitted to the Settlement Administrator online at www.28dayshuffelawsuits.com or via U.S. Mail at the following address:

Pedroza v. El Dorado Inn Settlement Administrator
CPT GROUP, INC.
50 Corporate Park
Irvine, CA 92606
Telephone (800

For your Claim Form and documentation to be considered, it must be submitted online at www.28dayshuffelawsuits.com or postmarked by _____, (*45 days after the date of the Notice*).

7(c). If You Believe You had More Qualifying Stays than Stated in the Notice

If you believe the total number of 28-30 day stays ("Qualifying Stays") attributed to you as indicated on this Notice is incorrect, you may submit the attached Claim Form (also available on the website www.28dayshuffelawsuits.com) and/or you may explain your disagreement in writing and mail it along with any documentation relating to your disagreement, including documentation of additional 28-30 day stays during the Settlement Class Period to the Pedroza v. El Dorado Inn Settlement Administrator:

CPT GROUP, INC.
50 Corporate Park
Irvine, CA 92606
Telephone (800

For your Claim Form, explanation and documentation to be considered, it must be submitted online at www.28dayshuffelawsuits.com or postmarked by _____,

(45 days after the date of the Notice). In the event of a dispute about the number of your Qualifying Stays, the Settlement Administrator will compare Defendants' business records with the records you provide and will resolve the dispute.

8. HOW DO I GET THE SETTLEMENT PAYMENT?

If you received this notice via mail reflecting you had Qualifying Stays during the Settlement Class Period and/or if you submit a valid and timely Claim Form, if the Court approves the settlement you will be sent your settlement proceeds to the address where you received the notice or stated on the Claim Form. If your mailing address has changed after you received the notice or submitted a Claim Form, you will need to provide the Settlement Administrator your updated address.

9. WHAT AM I GIVING UP BY ACCEPTING THE SETTLEMENT?

Unless you exclude yourself, you are staying in the Settlement Class and that means you cannot start a lawsuit, continue a lawsuit or join a lawsuit raising the claims asserted in this lawsuit against Defendants for the Settlement Class Period. It also means you are "releasing" all of the Defendants (*El Dorado Inn* and *Valencia Inn* and related companies, persons, and/or owners) from any legal claims arising from the facts alleged in the operative Complaint, including the allegations that Defendants' registration practices violated California Civil Code sections 1940.1, 52.1 and Business & Professions Code sections 17200 et seq., and any claims for damages, equitable relief, restitution, injunction, interest, attorneys' fees, costs and/or penalties arising therefrom during the Class Period.

This release does not include any other claims you may have against the Defendants.

10. WHAT IF I DO NOTHING AT ALL?

You will be automatically included in this Settlement Class. If you received the notice and it states in paragraph 7 that you had Qualifying Stays you will receive a pro-rata share of the settlement proceeds based on the number of Qualifying Stays if the Court approves the settlement. If you had Qualifying Stays at the *Valencia Inn* or *El Dorado Inn* that are not reflected in the notice, you must submit a Claim Form and/or supporting documentation or you will not receive compensation for those stays. You will be barred from participating in a similar lawsuit for the same thing and will release your claims as described in Paragraph 9.

11. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you don't want the benefit from this settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to remove yourself from the class. This is called excluding

yourself—or is sometimes referred to as opting-out of the settlement Class. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action, nor will you receive any compensation.

To ask to be excluded, you must mail the “Request for Exclusion” form included with this Notice or a letter stating that you want to be excluded from the *Pedroza v. El Dorado Inn and Valencia Inn* Settlement class action. You must include your name and address, telephone number, state you wish to exclude yourself from the settlement, and sign the letter. You must mail your Request for Exclusion to the Pedroza v. El Dorado Inn Settlement Administrator CPT Group, 50 Corporate Park, Irvine, CA 92606.

The Request for Exclusion must be postmarked by _____, **2020** (45 days after the date of the Notice) or it will not be valid and you will be included in the settlement.

12. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME CLAIMS COVERED BY THE CLASS SETTLEMENT?

No. But you would be able to sue for any other claims you may have.

13. IF I EXCLUDE MYSELF, CAN I STILL GET THE SETTLEMENT PAYMENT?

No.

14. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Spencer Law Firm, the Lakeshore Law Center and Marlin & Saltzman are the attorneys representing all Class Members. They are called “Class Counsel.” The contact information of Class Counsel is:

Jeffrey Spencer, Esq. THE SPENCER LAW FIRM 2 Venture, Suite 220 Irvine, CA 92618 Telephone: 949-240-8595 Facsimile: 949-377-3272 Email: jps@spencerlaw.net www.spencerlaw.net	LAKESHORE LAW CENTER Jeffrey Wilens, Esq. 18340 Yorba Linda Blvd., Suite 107-610 Yorba Linda, CA 92886 Telephone No: (714) 854-7205 Facsimile No: (714) 854-7206 jeff@lakeshorelaw.org
MARLIN & SALTZMAN, LLP Stanley D. Saltzman, Esq. 29800 Agoura Road, Suite 210 Agoura Hills, California 91301 Telephone: (818) 991-8080	

Facsimile: (818) 991-8081 ssaltzman@marlinsaltzman.com	
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15. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf as a member of the class. But, if you want your own lawyer, you may retain one at your own expense.

16. HOW WILL THE LAWYERS AND PLAINTIFFS BE PAID?

Class Counsel will ask the Court for attorneys' fees of one-third (1/3) of the \$3,200,000 Settlement Fund in the amount of \$1,056,000, and up to \$55,000 in litigation costs for their time and expenses in prosecuting the case to be paid in proportion to the time each have expended prosecuting the lawsuit. They have been working on the cases since June 2014. In addition, Class Representatives, Richard Pedroza, Tricia Coelho, Doug Magill, Michael McIntyre and Theo Phillips-Powers will each ask for an incentive award of up to \$10,000 for their services on behalf of the Class in successfully prosecuting this lawsuit. The Court may award less than these amounts. Defendants have agreed not to oppose these fees and expenses and incentive awards.

17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

To object you must either appear and be heard at the final approval hearing or you can submit a written objection. To submit a written objection, you must mail your objection to the Pedroza v. El Dorado Inn Settlement Administrator, CPT Group 50 Corporate Park, Irvine, CA 92606 by _____ 2019 (*45 days after the date of this Notice*) or the written objection will not be valid.

The Objection must include your name and address, dates of stay at the *El Dorado Inn* or *Valencia Inn* and must include the basis for the objection (including why you believe the Settlement is not in the best interest of the Settlement Class), along with any and all documents that support the objection.

You may be heard at the Final Approval Hearing regardless of whether you submit a written objection.

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING

AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court will hold a Final Approval Hearing on _____, 2020 at ____ a.m. in Department CX 104 Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92702. 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 listen to people who ask to speak at the hearing. The Court will also consider the award of attorneys' fees and litigation costs to Class Counsel and the incentive awards to Plaintiffs. After the hearing, the Court will decide whether to approve the settlement.

The Court may continue the Final Approval Hearing without further notice to the Class Members.

20. DO I HAVE TO COME TO THE FINAL APPROVAL HEARING?

No. Class Counsel will answer questions the Judge may have but, you are welcome to come at your own expense. If you send in an Objection, you don't have to come to Court to talk about it. As long as you mailed your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not required.

21. MAY I SPEAK AT THE HEARING?

If you have not excluded yourself from the Settlement, you may be permitted to address the Court at the Final Approval Hearing.

22. ARE MORE DETAILS AVAILABLE?

Yes. Visit the website www.28dayshufflilawsuits.com where you will find the Court's Preliminary Approval Order, the operative Complaint, the Settlement Agreement, the Class Notice and fillable Claim Form. You may contact the Class Counsel at the contact information listed under item 14 of this Notice. Your communications with the

class counsel listed above regarding this action will be confidential. You may also contact the Pedroza v. El Dorado Inn Settlement Administrator
CPT GROUP, INC.
50 Corporate Park
Irvine, CA 92606
Telephone (800-
Email:

The pleadings and other records in this litigation may be examined online at the Orange County Superior Court website located at. <http://www.occourts.org/online-services/case-access/> Click on Civil Case & Document Access, accept terms, then enter case number 30-2014-00731601. You can also visit the courthouse at 751 West Santa Ana Blvd., Santa Ana, California and contact the clerk's office to view the court files.

23. WHAT IF MY CONTACT INFORMATION CHANGES?

It is your responsibility to inform the Settlement Administrator of your current and updated contact and mailing information by contacting the Settlement Administrator at the address or telephone number listed in paragraph 7 and 22 of the Notice, or by contacting Class Counsel identified in paragraph 14.

DO NOT CONTACT THE JUDGE OR THE COURT TO DISCUSS THE LAWSUIT.

EXHIBIT NO. 2

PEDROZA V. EL DORADO INN and VALENCIA INN CLASS ACTION SETTLEMENT

CLAIM FORM

YOU MUST FILL OUT THIS FORM ONLY IF:

- 1) You stayed at the El Dorado Inn between June 27, 2010 and August 19, 2016 and/or the Valencia Inn between July 7, 2010 and August 19, 2016 for 28-30 consecutive days and were required to move out or check out and reregister before the expiration of 30 consecutive days of occupancy; and did not receive the Settlement Notice via U.S. Mail; or
- 2) You stayed at the El Dorado Inn between June 27, 2010 and October 31, 2014 or the Valencia Inn between July 7, 2010 and October 31, 2013 for 28-30 consecutive days and were required to move out or check out and reregister before the expiration of 30 consecutive days of occupancy; or
- 3) You received the Notice in the mail and believe you had more 28-30 day stays than is stated in the Notice

If you received the Notice in the mail you will receive compensation for the number of stays stated in the Notice and you do not need to submit this claim form to receive compensation for those stays.

I _____ (print name) stayed at the El Dorado Inn for 28-30 consecutive days between June 27, 2010 and August 19, 2016 and or the Valencia Inn for 28-30 consecutive days between July 7, 2010 and August 19, 2016; on _____ number of occasions; these stays occurred on the following dates: _____

IN ORDER FOR YOUR CLAIM FORM TO BE CONSIDERED, YOU MUST COMPLETE THIS FORM IN ITS ENTIRETY, SIGN UNDER PENALTY OF PERJURY AND SUBMIT IT ONLINE AT www.28dayshufflelawsuites.com OR BY U.S. MAIL POSTMARKED ON OR BEFORE _____, 2019 TO: Pedroza v. El Dorado Inn Settlement Administrator, CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606.

CLAIMANT IDENTIFICATION:

(Type or print name) _____

(Address) _____

(Telephone) _____

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Date: _____ (sign name here) _____

EXHIBIT NO. 3

REQUEST FOR EXCLUSION FORM

This is not a claim form. This is a request to be excluded from the Pedroza v. El Dorado Inn and Valencia Inn class action settlement. By submitting this form you **will not** be part of the class action and **will not receive any money from the settlement** and will retain your rights to bring your own lawsuit against the Defendants for the claims alleged in the Pedroza v. El Dorado Inn and Valencia Inn Class Action.

I do not want to receive any money from the Pedroza v. El Dorado Inn and Valencia Inn Class Action settlement and want to be excluded from the settlement.

Name: _____

Address: _____

Telephone Number: _____

Dated: _____

Signature: _____

To be valid this Request for Exclusion Form must be mailed to the Pedroza v. El Dorado Inn Settlement Administrator at the address below and must be postmarked no later than _____ (45 Days from the initial date of mailing)

**Pedroza v. El Dorado Inn Settlement Administrator
CPT GROUP, INC.
50 Corporate Park
Irvine, CA 92606**

EXHIBIT NO. 4

PUBLICATION NOTICE

TO ALL PERSONS WHO RESIDED AT THE EL DORADO INN IN ANAHEIM, CA BETWEEN JUNE 27, 2010 AND AUGUST 19, 2016 OR RESIDED AT THE VALENCIA INN IN ANAHEIM, CA BETWEEN JULY 7, 2010 AND AUGUST 19, 2016: YOU ARE HEREBY NOTIFIED of a pending Class Action Settlement in a lawsuit in Orange County Superior Court including the following Settlement Class:

All individuals who resided at the El Dorado Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from June 27, 2010 to August 19, 2016.;

And

All individuals who resided at the Valencia Inn for at least 28 consecutive days and were required to move out or to check out and reregister before the expiration of 30 consecutive days of occupancy from July 7, 2010 to August 19, 2016.

If you resided at the El Dorado Inn or Valencia Inn for 28-30 consecutive days during the time periods above, you may be a member of the Settlement Class and may be entitled to compensation if the settlement is approved. For important information regarding the settlement, and to submit a claim, you should view the entire Class Notice, Claim Form and Opt-Out Form at www.28dayshufflелawsuits.com or you may call the attorneys representing the class: The Spencer Law Firm at (949) 240-8595, Lakeshore Law Center at (714) 854-7205 or Marlin & Saltzman at (818) 991-8080. There are pending legal deadlines, so you should follow these instructions as soon as possible.

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PROOF OF SERVICE

State of California)
County of Orange)

I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2 Venture, Suite 220, Irvine, CA 92618.

On December 4, 2019, I served the Revised Class Action Settlement Agreement on the interested parties in this action via Electronic Mail to the addresses listed below:

<u>Co-Counsel for the Pedroza and McIntyre Plaintiffs</u> LAKESHORE LAW CENTER Jeffrey Wilens, Esq. 18340 Yorba Linda Blvd., Suite 107-610 Yorba Linda, CA 92886 Telephone No: (714) 854-7205 Facsimile No: (714) 854-7206 Email: jeff@lakeshorelaw.org	<u>Attorneys for Defendants El Dorado Inn and Valencia Inn et al</u> Allen Matkins Leck Gamble Mallory & Natsis LLP Scott J. Leipzig, Esq. Nancy S. Fong Esq. 865 S. Figueroa St., Suite 2800 Los Angeles, CA 90071 (310) 788-2400 (310) 788-2410 (Fax) sleipzig@allenmatkins.com nfong@allenmatkins.com
<u>Counsel for Coelho Plaintiffs</u> MARLIN & SALTZMAN, LLP Stanley D. Saltzman, Esq. 29229 Canwood Street, Suite 208 Agoura Hills, California 91301 Telephone: (818) 991-8080 Facsimile: (818) 991-8081 ssaltzman@marlinsaltzman.com	COOKSEY, TOOLEN, GAGE, DUFFY & WOOG PHIL WOOG MATHEW R. PAHL 535 Anton Boulevard, Tenth Floor Costa Mesa, California 92626-1977 Tel: (714) 431-1100/Fax: (714)431-1119 pwoog@cookseylaw.com mpahl@cookseylaw.com

BY ELECTRONIC MAIL: To the email addresses listed above
 BY U.S. MAIL:

Executed on December 4, 2019 at Irvine, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____/S/_____
Jeffrey Spencer