

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code section 2698 *et seq.*, is made and entered into between Plaintiffs Veronica Gonzalez and Guadalupe Padilla, acting in their capacity as private attorney generals, and Defendant Precision Hospitality & Development, LLC.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the consolidated matter entitled *Veronica Gonzalez and Guadalupe Padilla v. Precision Hospitality & Development, LLC*, Orange County Superior Court, Case No. 30-2020-01127597-CU-OE-CXC.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who performed work for Defendant Precision Hospitality & Development, LLC in California at any time between February 3, 2019 and January 10, 2021.

3. “Defendant” means Precision Hospitality & Development, LLC.

4. “Court” means the Superior Court of California for the County of Orange.

5. “Effective Date” means the date upon which the Court signs an Order approving the Settlement.

6. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Maximum Settlement Amount” is the non-reversionary sum of \$351,000.00, which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement awards, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Maximum Settlement Amount: (a) Plaintiffs’ attorneys’ fees up to one-third of the Maximum Settlement Amount, currently estimated at \$117,000.00; (b) Plaintiffs’ reasonable verified litigation costs up to \$40,000.00; (c) Plaintiffs’ representative enhancement awards of \$10,000.00 (\$5,000.00 to each named Plaintiff); and (d) reasonable third-party administration costs up to \$4,500.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

11. “PAGA Period” means the time period between February 3, 2019 and January 10, 2021.

12. “PAGA Released Claims” mean any and all PAGA claims that were pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA period.

13. “Parties” means Plaintiffs and Defendant.

14. “Plaintiffs” means Veronica Gonzalez and Guadalupe Padilla.

15. “Plaintiffs’ Counsel” means Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as well as James R. Hawkins and Isandra Fernandez of James Hawkins APLC.

16. “Settlement Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiffs alleges that Defendant: (i) failed to pay minimum wages; (ii) failed to pay overtime wages; (iii) failed to reimburse all necessary business expenditures; (iv) failed to provide all meal periods; (v) failed to authorize and permit all rest periods; (vi) failed to maintain accurate records and issue accurate, itemized wage statements; (vii) failed to pay all final wages at termination; (viii) engaged in unfair business practices; and (ix) is liable for civil penalties under the PAGA. Defendant denies these allegations and, in entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against them in the Action. Defendant represents that Plaintiffs have signed arbitration agreements during their employment and therefore all non-PAGA claims were precluded and subject to arbitration on an individual basis.

2. On January 29, 2020, Plaintiff Gonzalez filed her class action complaint against Defendant in Orange County Superior Court entitled *Veronica Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC (the “Gonzalez Action”).

3. On May 26, 2020, Plaintiff Padilla filed her class action complaint against Defendant in Orange County Superior Court entitled *Guadalupe Padilla v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01140810-CU-OE-CXC (the “Padilla Action”).

4. On February 3, 2020 and May 1, 2020, respectively Plaintiff Gonzalez and Plaintiff Padilla provided written notice of their intent to file a claim for civil penalties under PAGA to the LWDA and Defendant, stemming from the alleged violations of the California Labor Code described in Paragraph II.1.

5. On May 26, 2020, Plaintiff Gonzalez filed her First Amended Complaint adding a cause of action for violations of the PAGA premised upon the same underlying Labor Code violations.

6. On July 7, 2020, Plaintiff Padilla filed her First Amended Complaint adding a cause of action for violations of the PAGA premised upon the same underlying Labor Code violations.

7. In response to Plaintiffs' Counsel's discovery requests, Defendant provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees necessary for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the PAGA claim.

8. On November 2, 2020, the Parties participated in a full-day mediation with Marc Feder, Esq. At the end of mediation, Mr. Feder made a mediator's proposal to resolve the PAGA Released Claims fully and finally as to Plaintiffs and the Aggrieved Employees, which was ultimately accepted by the Parties.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Consolidated Complaint.** As a material term of this Settlement, the Parties agree to file a consolidated complaint in the *Gonzalez* Action to add Guadalupe Padilla as a named plaintiff, to consolidate the factual allegations of the *Gonzalez* and *Padilla* Actions, and to dismiss all claims, except the PAGA claims, without prejudice. Once the consolidated complaint is filed, Plaintiff Padilla will request dismissal of the *Padilla* Action without prejudice.

2. **Non-Admission of Liability.** Nothing in this Settlement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

3. **Maximum Settlement Amount.** Defendant shall pay \$351,000.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount should be deposited into an escrow account maintained by the Settlement Administrator in installments as follows:

- a. Defendant shall deposit \$117,000.00 no later than 30 days after the Court signs an order granting PAGA Settlement approval;
- b. Defendant shall deposit \$117,000.00 no later than 6 months after the first installment; and
- c. Defendant shall deposit \$117,000.00 no later than 6 months after the second installment.

Should any of the dates designated for Defendant to make any of the aforementioned installment payments fall on a weekend and/or Federal holiday, Defendant shall be permitted to make the installment payment on the first business day immediately following the designated installment payment date.

4. **Escalator Clause.** Based on data provided by Defendant prior to mediation, there are an estimated 7,904 pay periods worked by Aggrieved Employees during the PAGA Period. If, as of the Effective Date, it is found that the actual number of pay periods worked by Aggrieved

Employees is more than 10% greater than this figure (i.e., if there are 8,695 or more pay periods worked by Aggrieved Employees during the PAGA Period), Defendant agrees to increase the Maximum Settlement Amount on a proportional basis for the amount in excess of the 10% threshold (i.e., if there are more than 8,695 pay periods worked by Aggrieved Employees during the PAGA Period, Defendant would increase the Maximum Settlement Amount proportionately with the number of pay periods in excess of 8,695).

5. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Maximum Settlement Amount (currently estimated to be \$117,000.00) and actual costs incurred in prosecuting this Action, up to \$40,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.
- b. **Plaintiffs' Enhancement Awards.** Defendant will not oppose Plaintiffs' request for enhancement awards totaling \$10,000.00 (\$5,000.00 for each named Plaintiff) for their service to the State of California and the Aggrieved Employees, and the risk Plaintiffs undertook by attaching their names to this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.
- c. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$4,500.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

6. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period as follows: Individual Settlement Payments shall be calculated based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

7. **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as private attorney generals and "aggrieved

employees” acting on behalf of themselves, the State of California, and the Aggrieved Employees, agree that upon entry of an Order approving the Settlement, Plaintiffs and the Aggrieved Employees shall release Defendant and Defendant’s former, present and future owners, parents, affiliates, and subsidiaries, and all of their respective current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, and legal representatives (collectively, the “Released Parties”) from any and all PAGA Released Claims against Defendant that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiffs and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

8. **Plaintiffs’ Individual Release of Claims.** Plaintiffs agree on behalf of themselves, and their respective heirs, executors, administrators, successors, agents and assigns, to release and discharge Defendant, its respective subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, both individually and collectively, and any individual or entity which could be jointly liable with Defendant or any of them from any and all claims, debts, promises, agreements, actions, causes of action, suits, claims, liens, penalties, interest, demands, damages, controversies, attorneys’ fees, costs of suit, losses, expenses, and liabilities (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise) of every nature whatsoever, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, filed or unfiled, arising prior to the date Plaintiffs execute this Agreement, or arising out of or in connection with Plaintiffs’ employment with Defendant. This release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs’ employment; or claims or demands related to Plaintiffs’ performance of services, including but not limited to claims arising under federal, state or local law or cause of action, including, but not limited to, unpaid wages (straight time, overtime, bonuses, vacation, wage premiums; other wages); breach of contract; breach of the implied covenant of good faith and fair dealing; infliction of emotional harm; wrongful or retaliatory discharge; harassment, discrimination, or other violation of public policy; defamation and impairment of economic opportunity; violation of the California Fair Employment and Housing Act, the California Labor Code, the California Business and Professions Code, the California Constitution; and any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990. Plaintiffs hereby state that it is their intention in executing the above Joint Stipulation of Settlement that the same shall be effective as a bar to each and every claim, demand, causes of action, obligation, damage, liability, charge, attorneys’ fees and costs hereinabove released. Plaintiffs hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

SECTION 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her Settlement with the debtor or released party.

Notwithstanding the foregoing, the Released Claims shall not include any claims that cannot be released as a matter of law, including without limitation, any workers’ compensation claims by Plaintiffs against Defendant (such as Plaintiff Gonzalez’s workers’ compensation case EAMS# ADJ13167264 or Plaintiff Padilla’s workers’ compensation case EAMS# ADJ12891707).

9. **Covenants and Representations by Plaintiffs.** Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with information for the Aggrieved Employees. Defendant will, in good faith, compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, pay period information, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause in Paragraph III.4 has been triggered. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2 and receipt of the full Maximum Settlement Amount (including all installments), the Settlement Administrator shall mail copies of the explanatory letter, which has

been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment shall be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the cy pres, Community Legal Aid SoCal, a 501c3 nonprofit offering legal aid to low-income individuals in Orange County.

4. **Undeliverable Letters.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

5. **Payment of Remainder.** Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2 and receipt of the full Maximum Settlement Amount (including all installments), the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved enhancement awards to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Orange.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

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

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

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an

opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

13. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

14. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

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

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

VERONICA GONZALEZ

Dated: Apr 19, 2021

 Veronica Gonzalez (Apr 19, 2021 13:09 PDT)

Veronica Gonzalez, Plaintiff

GUADALUPE PADILLA

Dated: _____

Guadalupe Padilla, Plaintiff

**PRECISION HOSPITALITY &
DEVELOPMENT, LLC**

Dated: _____

By: _____
Its: _____

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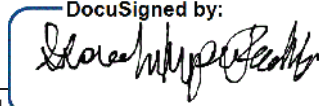
VERONICA GONZALEZ

Dated: _____

Veronica Gonzalez, Plaintiff

GUADALUPE PADILLA

Dated: 6/16/2021 _____

DocuSigned by:


Guadalupe Padilla 22A9BACF81C541F...

**PRECISION HOSPITALITY &
DEVELOPMENT, LLC**

Dated: _____

By: _____
Its: _____

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VERONICA GONZALEZ

Dated: _____

Veronica Gonzalez, Plaintiff

GUADALUPE PADILLA

Dated: _____

Guadalupe Padilla, Plaintiff

**PRECISION HOSPITALITY &
DEVELOPMENT, LLC**

Dated: April 21, 2021 _____



By: Kenneth L. Beall
Its: Chief Executive Officer

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APPROVED AS TO FORM AND CONTENT:

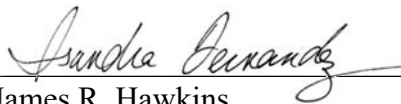
Dated: 6-25-2021

HAINES LAW GROUP, APC

By: 
Fletcher W. Schmidt
Attorneys for Plaintiffs

Dated: 06-16-2021

JAMES HAWKINS APLC

By: 
James R. Hawkins
Attorneys for Plaintiffs

Dated: _____

FISHER & PHILLIPS LLP

By: _____
Rebecca S. King
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiffs

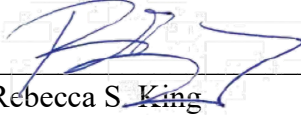
Dated: _____

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Attorneys for Plaintiffs

Dated: April 20, 2021

FISHER & PHILLIPS LLP

By:  _____
Rebecca S. King
Attorneys for Defendant