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HOTELS, LLC and EH SUMMIT, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ROVALIER BANKS and GREGORY  
WHITFIELD, individually and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

LUXE WORLDWIDE HOTELS, LLC, a  
Delaware limited liability company; EH  
SUMMIT, INC., a business entity of unknown  
form; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 21STCV12379

[Assigned for all purposes to the Hon.  
Maren E. Nelson, Dept. SSC-17]

**STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint Filed: March 30, 2021  
Trial Date: None

1 IT IS HEREBY STIPULATED, by and between plaintiffs Rovalier Banks (“Banks”), and  
2 Gregory Whitfield (“Whitfield”), individually and on behalf of all others similarly situated, on the  
3 one hand, and defendants Luxe Worldwide Hotels, LLC (“Luxe Hotels”) and EH Summit, Inc.  
4 (“EH Summit”), on the other hand, and subject to the approval of the Court, that the claims alleged  
5 in this action are hereby compromised and settled pursuant to the terms and conditions set forth in  
6 this Stipulation of Class Action Settlement (“Stipulation”) and that the Court shall make and enter  
7 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the  
8 definitions, recitals, and terms set forth herein which by this reference become an integral part of  
9 this Stipulation.

### 10 **DEFINITIONS**

11 1. “Action” means the putative class action entitled *Rovalier Banks, et al. v. Luxe*  
12 *Worldwide Hotels, LLC*, Los Angeles Superior Court Case No. 21STCV12379.

13 2. “Aggrieved Employees” means Plaintiffs and all persons employed by Defendants  
14 as current and former non-exempt, hourly paid employees who worked in the State of California at  
15 any time during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s  
17 litigation and resolution of Plaintiffs’ and the Class Members’ claims and Class Counsel’s expenses  
18 and costs reasonably incurred in connection with the litigation of Plaintiffs’ and the Class Members’  
19 claims.

20 4. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Kayvon Sabourian,  
21 of Matern Law Group, PC.

22 5. “Class Information” means information regarding Class Members that Defendants  
23 shall in good faith compile from their records and shall transmit in electronic form to the Settlement  
24 Administrator and shall include each Class Member’s and Aggrieved Employee’s full name; last  
25 known address; Social Security number; and Compensable Workweeks.

26 6. “Class Members” means Plaintiffs and all persons employed by Defendants as  
27 current and former non-exempt, hourly paid employees who worked in the State of California at  
28 any time during the Class Period.

1           7.     “Class Notice” means the Notice of Class Action Settlement, substantially in the  
2 form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement  
3 Administrator shall mail to each Class Member explaining the terms of this Stipulation and the  
4 Settlement in both English and Spanish.

5           8.     “Class Period” means the period from March 30, 2017 to April 26, 2022.

6           9.     “Class Representative Service Awards” means the amount that the Court authorizes  
7 to be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payments, in recognition of  
8 Plaintiffs’ effort and risk in assisting with the prosecution of the Action.

9           10.    “Compensable Workweeks” means the total number of weeks during which a Class  
10 Member or Aggrieved Employee worked for Defendants as a non-exempt employee in California,  
11 based on Defendants’ records and which shall be used to calculate Individual Settlement Payments.

12          11.    “Defendants” means Luxe Worldwide Hotels, LLC and EH Summit, Inc.

13          12.    “Defense Counsel” means Alfred Landegger and Kristina Kourasis of Landegger,  
14 Verano & Davis, LLC.

15          13.    “Effective Date” means (a) if there are no objections to the Settlement, the date upon  
16 which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an  
17 appeal, review or writ is not sought from the Judgment, the sixty-first (61<sup>st</sup>) day after the date upon  
18 which the Judgment is entered; or (c) if an appeal, review or writ is sought from the Judgment, the  
19 date upon which all appellate and/or other proceedings resulting from the appeal, review or writ  
20 have been finally terminated in such a manner as to permit the Judgment to take effect in  
21 substantially the form described herein.

22          14.    “Employer’s Share of Payroll Taxes” means Defendants’ portion of employer  
23 payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual  
24 Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be  
25 submitted by Defendants to the Settlement Administrator in addition to the Maximum Settlement  
26 Amount.

27          15.    “Final Approval Hearing” means the hearing to be conducted by the Court after the  
28 filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members

1 giving Class Members an opportunity to object to or opt out of the Settlement, at which time  
2 Plaintiffs shall request that the Court finally approve the Settlement, enter the Judgment, and take  
3 other appropriate action.

4 16. "Individual Settlement Payment" means the amount payable from the Net  
5 Settlement Amount to each Class Member.

6 17. "Information Sheet" means the form that shall be prepared by the Settlement  
7 Administrator and sent to each Class Member that sets forth the total number of Compensable  
8 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially  
9 in the form attached as **Exhibit 2**.

10 18. "Judgment" means the judgment to be entered by the Court upon granting final  
11 approval of the Settlement and this Stipulation as binding upon the Parties and all Class Members.

12 19. "LWDA" means the California Labor and Workforce Development Agency.

13 20. "LWDA Payment" means the payment to the LWDA for its seventy-five percent  
14 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid  
15 from the Maximum Settlement Amount (defined below). The Parties have agreed that Twenty  
16 Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which  
17 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA  
18 Payment) and will be distributed to the Aggrieved Employees on a *pro rata* basis.

19 21. "Maximum Settlement Amount" means the maximum amount Defendants shall  
20 have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive  
21 of all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Service  
22 Award, Settlement Administration Costs, and the PAGA Payment. Subject to Court approval and  
23 the terms of this Stipulation, the Maximum Settlement Amount Defendants shall be required to pay  
24 is Five Hundred Thousand Dollars (\$500,000.00).

25 22. "Net Settlement Amount" means the Maximum Settlement Amount, less Attorneys'  
26 Fees and Costs, the Class Representative Service Award, Settlement Administration Costs, and the  
27 PAGA Payment.

28 23. "Notice of Objection" means a Class Member's written objection to the Settlement.

1           24.     “Notice Packet” means the packet of documents which shall be mailed to all Class  
2 Members by the Settlement Administrator, including the Class Notice and Information Sheet, in  
3 English and Spanish.

4           25.     “PAGA” means the Labor Code Private Attorneys General Act of 2004, California  
5 Labor Code sections 2698, et seq.

6           26.     “PAGA Payment” means the amount payable from the Maximum Settlement  
7 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)  
8 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

9           27.     “PAGA Period” means the period from January 24, 2020 to April 26, 2022.

10          28.     “Participating Class Members” means Plaintiffs and all other Class Members who  
11 do not submit a valid and timely Request for Exclusion.

12          29.     “Parties” means Plaintiffs and Defendants.

13          30.     “Plaintiffs” means plaintiffs Rovalier Banks and Gregory Whitfield.

14          31.     “Preliminary Approval Date” means the date on which the Court enters an Order  
15 granting preliminary approval of the Settlement.

16          32.     “Preliminary Approval Order” means the order to be issued by the Court approving  
17 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date  
18 of the Final Approval Hearing and granting preliminary approval of the Settlement, among other  
19 things.

20          33.     “Released Claims” means the release of claims as described in Paragraph 50 of this  
21 Stipulation.

22          34.     “Released Parties” means (i) Defendants; (ii) each of its past, present and future  
23 respective subsidiaries, parents, affiliated and related companies, successors, predecessors or  
24 assigns, divisions; and (iii) its past, present, and future members, agents (including, without  
25 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, legal  
26 representatives, and any past, present or future officers, directors, employees, members, principals,  
27 board members, partners, investors, representatives, shareholders and employees), predecessors,  
28 joint ventures, successors or assigns of any of the foregoing.

35. “Request for Exclusion” means a written request by a Class Member to opt out of, or exclude oneself, from the Settlement.

36. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Notice of Objection, Request for Exclusion, and/or a dispute regarding the number of Compensable Workweeks stated on their respective Information Sheet.

37. “Settlement” means the final and complete disposition of claims in the Action pursuant to this Stipulation.

38. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement

39. “Settlement Administrator” means ILYM Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

## RECITALS

40. Procedural History. On March 30, 2022 and May 11, 2022 Plaintiff Rovalier Banks filed with the LWDA and served on Defendants notices under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff Rovalier Banks intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees. The PAGA Notices include violations of law

1 pled in the Class Action, in addition to a request for penalties for failure to comply with Labor Code  
2 sections 201, 202, 203, 226, 226.7, 512, 510, 1174, 1194, 1197, 1198, and 2802.

3 41. On March 30, 2021, Plaintiffs filed a putative wage and hour class and  
4 representative action complaint against Defendants in Los Angeles Superior Court, alleging the  
5 following causes of action: (1) failure to provide meal periods; (2) failure to authorize and permit  
6 rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to  
7 pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized  
8 wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for  
9 necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices;  
10 and (10) penalties under the Labor Code Private Attorneys General Act.

11 42. On July 14, 2021, Defendants filed their Answer to Plaintiffs' Complaint.

12 43. Settlement Negotiations. On January 26, 2022, the Parties attended a mediation  
13 with experienced wage-and-hour mediator Gig Kyriacou, Esq. At the conclusion of the mediation,  
14 Mr. Kyriacou made a mediator's proposal, which set forth the material terms of a proposed class  
15 action settlement. On January 26, 2022, the Parties accepted the mediator's proposal, which set  
16 forth the material terms of a proposed class action settlement subject to the Parties entering into a  
17 more comprehensive written settlement agreement.

18 44. Benefits of Settlement to Plaintiffs and Class Members. Plaintiffs and Class  
19 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs'  
20 disputes in the Action through trial and through any possible appeals. Plaintiffs also have taken  
21 into account the uncertainty and risks of the outcome of further litigation, and the difficulties and  
22 delays inherent in such litigation. Plaintiffs and Class Counsel also are aware of the burdens of  
23 proof necessary to establish liability for the claims asserted in the Action, both generally and in  
24 response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties,  
25 restitution and other relief sought in the Action. Plaintiffs and Class Counsel also have taken into  
26 account Defendants' agreement to enter into a settlement that confers substantial benefits upon the  
27 Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the  
28

1 Settlement as set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests  
2 of all Class Members.

3 45. Defendants' Reasons for Settlement. Defendants have concluded that any further  
4 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of  
5 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall  
6 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have  
7 taken into account the risks of further litigation in reaching its decision to enter into this Settlement.  
8 Even though Defendants contend they are not liable for any of the claims alleged by Plaintiffs in  
9 the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set  
10 forth in this Stipulation and to put to rest the claims alleged in the Action. Defendants have asserted  
11 and continue to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any  
12 liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of  
13 disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no  
14 action taken to carry out this Stipulation, shall be construed or used as an admission by or against  
15 Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend  
16 they have complied with all applicable state, federal and local laws.

### 17 **TERMS OF SETTLEMENT**

18 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements  
19 set forth herein, the Parties agree, subject to the Court's approval, as follows:

20 46. Binding Settlement. Upon the Effective Date, the Settlement shall bind the Parties  
21 and all Class Members, subject to the terms and conditions hereof and the Court's approval.

22 47. Tax Liability. The Parties make no representations as to the tax treatment or legal  
23 effect of any settlement payments specified herein, and Class Members are not relying on any  
24 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Class  
25 Members and Class Counsel understand and agree that they shall be responsible for the payment  
26 of their portion of taxes and penalties assessed on the payments specified herein (with the exception  
27 of the Employer's Share of Payroll Taxes as set forth in Paragraph 51(f) of this Stipulation), and  
28 shall hold Plaintiffs, Defendants, Class Counsel and Defense Counsel free and harmless from and

1 against any claims resulting from treatment of such payments as non-taxable, including the  
2 treatment of such payments as not subject to withholding or deduction for payroll and employment  
3 taxes.

4 48. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT  
5 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR  
6 DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL OR DEFENSE  
7 COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY  
8 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
9 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
10 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
11 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
12 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
13 ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO  
14 THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY  
15 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED  
16 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR  
17 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE  
18 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER  
19 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
20 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
21 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
22 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
23 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
24 CONTEMPLATED BY THIS STIPULATION.

25 49. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter a  
26 Preliminary Approval Order which, among other things, (1) approves, as to form and content, the  
27 Class Notice; (2) approves the manner and method for Class Members to object to and request  
28 exclusion from the Settlement as specified herein and in the Class Notice; (3) directs the mailing

1 of the Notice Packets to the Class Members as specified herein; (4) preliminarily approves the  
2 Settlement; and (5) schedules a Final Approval Hearing. The Parties agree to work diligently and  
3 cooperatively to have this Settlement presented to the Court for preliminary approval.

4 50. Released Claims.

5 a. Participating Class Member Release. Upon Defendants fully funding the  
6 Maximum Settlement Amount, Plaintiffs and all Participating Class Members shall be deemed to  
7 have released the Released Parties of any and all claims, debts, demands, rights, liabilities, costs,  
8 damages, attorneys' fees, actions, and/or causes of action that were pleaded or could have been  
9 pleaded based upon the factual allegations set forth in the operative complaint filed in the Action  
10 and arising at any time during the Class Period, including any and all claims for (1) failure to  
11 provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime  
12 wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting  
13 employees; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain required  
14 records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of  
15 duties; and (9) unfair and unlawful business practices arising out of the Labor Code violations  
16 referenced in the Complaint (the "Released Claims"). For Aggrieved Employees, the "Released  
17 Claims" also includes any and all claims for civil penalties under PAGA [Cal. Lab. Code §§ 2699,  
18 *et seq.*] that are based upon or arise from the factual allegations in the Complaint and the PAGA  
19 Notices, arising during the PAGA Period

20 b. PAGA Release. Upon Defendants fully funding the Maximum Settlement  
21 Amount, all Aggrieved Employees shall be deemed to have released the Released Parties of any  
22 and all claims and/or causes of action under PAGA which are based upon the factual allegations  
23 set forth in the Action and arising at any time during the PAGA Period.

24 c. General Release. Upon Defendants fully funding the Maximum Settlement  
25 Amount, Plaintiffs shall be deemed to have released any and all claims, debts, demands, rights,  
26 liabilities, costs, damages, attorneys' fees, actions, and/or causes, of any form whatsoever, arising  
27 from or related to their employment with Defendants ("General Release"), including, but not  
28 limited to, claims arising under the California Labor Code, California Business and Professions

Code, the Industrial Welfare Commission Wage Orders, and PAGA. This General Release includes any unknown claims that Plaintiffs do not know or suspect to exist in their favor at the time of this General Release, which, if known, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to this Settlement and General Release. With respect to this General Release, Plaintiffs stipulate and agree that, upon Defendants fully funding the Maximum Settlement Amount, Plaintiffs shall be deemed to have, and by operation of the final judgment in this Action shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (or any other similar provision under federal or state law) which provides:

**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 releasing party.**

51. Settlement Administration.

a. Within fourteen (14) days of entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members.

i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator shall perform a search based on the National Change of Address database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) days after receiving the Class Information from Defendants, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

ii. Undeliverable Notice Packets. Any Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed

1 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement  
2 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or  
3 other type of automated search, using the name, address and/or Social Security number of the Class  
4 Member involved, and shall then perform a re-mailing to the Class Member whose Notice Packet  
5 was returned as non-deliverable, assuming another mailing address is identified by the Settlement  
6 Administrator. If a Notice Packet is re-mailed to a Class Member less than ten (10) days prior to  
7 the Response Deadline, the Class Member shall have his/her Response Deadline extended by ten  
8 (10) days from the date the Settlement Administrator re-mails the Notice Packet. If these  
9 procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and  
10 if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended  
11 recipient shall nevertheless remain a Class Member and shall be bound by all terms of the  
12 Settlement and the Judgment

13           iii.     Determination of Individual Settlement Payments. The Settlement  
14 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement  
15 Payment under the terms of this Stipulation. Any Class Member who disputes the number of  
16 Compensable Workweeks and/or the estimated Individual Settlement Payment shown on his/her  
17 Information Sheet may submit a written dispute to the Settlement Administrator no later than the  
18 Response Deadline. The Settlement Administrator shall notify Class Counsel and Defense Counsel  
19 of any such disputes no later than five (5) calendar days after receiving notice of the dispute. The  
20 Settlement Administrator shall confer with Defense Counsel in an attempt to resolve the dispute.  
21 Defendants' records shall be given the presumption of accuracy.

22           iv.     Disputes Regarding Administration of Settlement. Any dispute not  
23 resolved by the Settlement Administrator concerning the administration of the Settlement shall be  
24 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall  
25 confer in good faith and make use of the services of Mr. Kyriacou, if necessary, to resolve the  
26 dispute without the necessity of involving the Court.

27           b.     Requests for Exclusion. The Class Notice shall explain that Class Members  
28 who wish to exclude themselves from the class and Settlement must submit a Request for

1 Exclusion. The Request for Exclusion must: (1) state the name, address, and telephone number of  
2 the Class Member requesting exclusion; (2) contain a statement that the Class Member is requesting  
3 to opt out of, or be excluded from, the Settlement; (3) be signed by the Class Member; and (4) be  
4 postmarked by the Response Deadline and returned to the Settlement Administrator at the specified  
5 address. Subject to review by Class Counsel, Defense Counsel and the Court, the date of the  
6 postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means  
7 used by the Settlement Administrator to determine whether a Class Member has timely requested  
8 exclusion from the class and Settlement. Any Class Member who timely and properly requests to  
9 be excluded from the class and Settlement shall not be entitled to any benefits under the Settlement  
10 and shall not be bound by the terms of the Settlement nor shall the Class Member have any right to  
11 object to the Settlement or appeal from the entry of the Judgment. However, a Class Member who  
12 is also an Aggrieved Employee who submits a valid Request for Exclusion will nevertheless be  
13 bound by any release of claims under PAGA related to the Released Claims and will still receive  
14 their share of the PAGA Payment. Class Members who do not submit a valid and timely Request  
15 for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and  
16 the Judgment entered in the Action, including the release of the Released Claims, if the Settlement  
17 is finally approved by the Court. No later than ten (10) days after the Response Deadline, the  
18 Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members  
19 who submitted a timely and valid Request for Exclusion. No later than twenty-five (25) days prior  
20 to the Final Approval Hearing, the Settlement Administrator shall provide Defense Counsel and  
21 Class Counsel with a declaration attesting to the completion of the notice process, including the  
22 number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,  
23 as well as the number of valid opt-outs and deficiencies which the Settlement Administrator  
24 received.

25 c. Objections. The Class Notice shall state that Class Members who wish to  
26 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the  
27 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice  
28 of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member;

(3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Settlement Administrator shall immediately upon receipt transmit to Class Counsel and Defense Counsel copies of all objections and supporting papers. Plaintiffs shall file the objections and all supporting papers with the Court at the same time that Plaintiffs file the motion for final approval. Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the Notice of Objection shall be the exclusive means used by the Settlement Administrator to determine whether a Class Member has timely objected to the Settlement. The Court, however, shall retain final authority with respect to the consideration and admissibility of any Class Member objections. A Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Class Members who do not submit a Notice of Objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If a Class Member objects to this Settlement, the Class Member will remain a member of the class and if the Court approves this Stipulation, the Class Member will be bound by the terms of the Settlement and Judgment in the same way and to the same extent as a Participating Class Member who does not object. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement or filing an appeal from the Judgment.

d. Disputes Regarding the Number of Compensable Workweeks. If a Class Members disagrees with the number of Compensable Workweeks stated on the Information Sheet, the Class Member must send a letter to the Settlement Administrator by the Response Deadline stating the reasons why they dispute the number of Compensable Workweeks and provide any supporting documentation. The Settlement Administrator will evaluate the evidence submitted by the Class Member, as well as any evidence submitted by Defendants, and make a decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member is entitled. The Settlement Administrator's decision as to the

1 total number of Compensable Workweeks shall be final and non-appealable, yet subject to review  
2 by the Court. The Settlement Administrator shall send written notice of the decision on any such  
3 dispute to the Class Member, Class Counsel, and Defense Counsel within ten (10) calendar days of  
4 receipt of the dispute.

5 e. Monitoring and Reviewing Settlement Administration. The Parties have the  
6 right to monitor and review the administration of the Settlement to verify that the monies allocated  
7 under the Settlement are distributed in a correct amount, as provided for in this Stipulation.

8 e. Best Efforts. The Parties agree to use their best efforts to carry out the terms  
9 of this Settlement.

10 52. Funding of Maximum Settlement Amount. No later than twenty-one (21) days after  
11 the Effective Date, Defendants shall provide to the Settlement Administrator, in any feasible  
12 manner, including, but not limited to, by way of a wire transfer, Two-Hundred and Fifty Thousand  
13 Dollars (\$250,000.00) (or one half of the Maximum Settlement Amount). In addition, Defendants  
14 shall provide to the Settlement Administrator, in any feasible manner, including, but not limited to,  
15 by way of a wire transfer, Two-Hundred and Fifty Thousand Dollars (\$250,000.00) (or the other  
16 half of the Maximum Settlement Amount) by August 1, 2023 or 21 days after the Effective Date,  
17 whichever comes later. In no event shall there be any distribution from the Maximum Settlement  
18 Amount until after the Effective Date and all conditions precedent specified in this Stipulation have  
19 been completely satisfied. If this Settlement is not finally approved by the Court in full, or is  
20 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date  
21 does not occur, then no Maximum Settlement Amount shall be paid.

22 a. Individual Settlement Payments. Class Members shall not be required to  
23 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the  
24 Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual  
25 Settlement Payments shall be paid by the Settlement Administrator to all Class Members from the  
26 Net Settlement Amount pursuant to the formula set forth herein. Individual Settlement Payments  
27 shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Class  
28 Member's last known mailing address within fourteen (14) days after Defendants provide the

1 Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual  
2 Settlement Payments, the Settlement Administrator shall perform a search based on the National  
3 Change of Address Database maintained by the United States Postal Service to update and correct  
4 any known or identifiable address changes.

5 i. Each Class Member's Individual Settlement Payment shall be  
6 calculated by the Settlement Administrator according to the following formula: Defendants shall  
7 provide the Settlement Administrator with the Compensable Workweeks for each Participating  
8 Class Member during the Class Period. The Settlement Administrator shall then divide the Net  
9 Settlement Amount (by the total number of Compensable Workweeks for all Participating Class  
10 Members during the Class Period resulting in a value for each week worked by the Participating  
11 Class Members during the Class Period ("Workweek Value"). The Settlement Administrator shall  
12 then multiply the number of Compensable Workweeks for each Participating Class Member by the  
13 Workweek Value. In addition, all Aggrieved Employees shall receive a pro rata share of the portion  
14 of the PAGA Payment allocated to Aggrieved Employees based on the Aggrieved Employee's  
15 Compensable Workweeks during the PAGA Period. The Settlement payment for a Participating  
16 Class Member who is also an Aggrieved Employee will therefore include the Participating Class  
17 Member's share of the Net Settlement Amount and the Participating Class Member's share of the  
18 PAGA Payment.

19 ii. Individual Settlement Payments shall be made by check and shall be  
20 made payable to each Class Member as set forth in this Stipulation.

21 iii. Individual Settlement Payments shall be allocated as follows: 20%  
22 as wages subject to all applicable tax withholdings, and 80% as non-wage penalties and interest not  
23 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to  
24 each Class Member for the portion of each Individual Settlement Payment allocated as wages and  
25 subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form  
26 1099 to each Class Member for the portions of each Individual Settlement Payment allocated as  
27 non-wage penalties and interest and not subject to payroll tax withholdings.  
28

iv. Individual Settlement Payment checks shall remain negotiable for 180 days from the date of mailing. If an Individual Settlement Payment check remains uncashed after One Hundred Eighty (180) days from issuance, the Settlement Administrator shall pay over the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Member to whom the funds belong. In such event, the Class Member shall nevertheless remain bound by the Settlement.

v. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments shall not entitle any Class Member to additional compensation for overtime pay or for any benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by Defendants to Class Members in connection with this Settlement, with the exception of Plaintiffs, and that Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments. Furthermore, the receipt of Individual Settlement Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class Member(s) and Defendants.

b. Class Representative Service Awards. Subject to Court approval, Plaintiffs shall each be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the Court, for their time and effort in bringing and presenting the Action and for releasing their Released Claims. The Class Representative Service Awards shall be paid to Plaintiffs from the Maximum Settlement Amount no later than ten (10) days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class

1 Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and  
2 all applicable taxes on their respective Class Representative Service Awards and shall hold  
3 harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for taxes,  
4 penalties, or interest arising as a result of payment of the Class Representative Service Awards.  
5 The Class Representative Service Awards shall be made in addition to Plaintiffs' Individual  
6 Settlement Payments. Any amounts not requested by Plaintiffs or not awarded by the Court for the  
7 Class Representative Service Awards shall become part of the Net Settlement Amount and shall be  
8 distributed to Class Members as part of their Individual Settlement Payments.

9 c. Attorneys' Fees and Costs. Class Counsel shall seek an award of reasonable  
10 attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount,  
11 which amounts to One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven  
12 Cents (\$166,666.67). In addition, subject to Court approval, Class Counsel shall be entitled to an  
13 award of reasonable costs associated with Class Counsel's prosecution of the Action, in an amount  
14 not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Class Counsel shall provide the  
15 Settlement Administrator with properly completed and signed IRS Forms W-9 in order for the  
16 Settlement Administrator to process the Attorneys' Fees and Costs approved by the Court.  
17 Defendants take no position on and will not oppose or object to Plaintiffs' request for an award of  
18 attorneys' fees in an amount not to exceed One Hundred Sixty Six Thousand Six Hundred Sixty  
19 Six Dollars and Sixty Seven Cents (\$166,666.67) and request for an award of reasonable costs not  
20 to exceed Twenty-Five Thousand Dollars (\$25,000.00). In the event the Court awards Class  
21 Counsel less than One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven  
22 Cents (\$166,666.67) in attorneys' fees and/or less than Twenty-Five Thousand Dollars  
23 (\$25,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall be  
24 distributed to Participating Class Members as part of their Individual Settlement Payments. Class  
25 Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after  
26 Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Class  
27 Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees  
28 and Costs. The Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for their

1 respective share of the Attorneys' Fees and Costs. This Settlement is not conditioned upon the  
2 Court awarding Class Counsel any particular amount of attorneys' fees or costs.

3 d. PAGA Payment. Twenty Thousand Dollars (\$20,000.00) from the  
4 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Fifteen  
5 Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the  
6 LWDA. The remaining Five Thousand Dollars (\$5,000.00) shall be distributed to Aggrieved  
7 Employees on a pro rata basis.

8 e. Settlement Administration Costs. The Settlement Administration Costs,  
9 which are estimated not to exceed Eleven Thousand Dollars (\$11,000.00), shall be paid from the  
10 Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval of the  
11 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the  
12 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement  
13 Administration process and to make all reasonable efforts to control and minimize Settlement  
14 Administration Costs. In the event the Court approves less than (\$11,000) in Settlement  
15 Administration Costs, the difference shall become part of the Net Settlement Amount and shall be  
16 distributed to Participating Class Members as part of their Individual Settlement Payments.

17 i. The Settlement Administrator shall be authorized to establish a QSF  
18 pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed  
19 and from which payments required by the Settlement shall be made.

20 ii. The Settlement Administrator shall keep the Parties timely apprised  
21 of the performance of all Settlement Administrator responsibilities required by the Settlement.

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

25 f. Employer's Share of Payroll Taxes. The Settlement Administrator shall  
26 calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the  
27 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely  
28

manner. The Employer's Share of Payroll Taxes shall be paid by Defendants in addition to the Maximum Settlement Amount.

53. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Service Awards; and (iii) the PAGA Payment. At least 14 days prior to moving for final approval, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing.

54. Adjustment of Settlement Amount. The Maximum Settlement Amount was negotiated and is premised on the understanding that there are approximately 24,822 workweeks during the Class Period as of January 26, 2022. In the event this number increases by more than ten percent (10%), the Maximum Settlement Amount will be increased proportionally.

55. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not enter the Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, this Stipulation and any documents related to it shall not have any force and effect and/or be admissible, offered into evidence or used in any other manner in the Action by any Class Member or Class Counsel to support any claim or request for class certification in the Action and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties, and the Stipulation and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement. In addition, Defendants shall retain their rights to object to the maintenance of the Action as class or representative actions, and nothing in this Stipulation or other papers or proceedings related to the Settlement shall be used as evidence or

1 argument by any party concerning whether the Action may properly be maintained as class or  
2 representative actions. In the event an appeal is filed from the Judgment, or any other appellate  
3 review is sought, administration of the Settlement shall be stayed pending final resolution of the  
4 appeal or other appellate review. If the Settlement does not become final because of an appeal or  
5 other appellate review, any fees incurred by the Settlement Administrator prior to it being notified  
6 of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by  
7 Defendants.

8         56.     No Admission by Defendants. Defendants deny all claims alleged in the Action and  
9 deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and conditions, nor  
10 any of the negotiations connected with it, is a concession or admission, and none shall be used  
11 against Defendants as an admission or indication with respect to any claim of any fault, concession,  
12 or omission by Defendants, that class certification is proper under the standard applied to contested  
13 certification motions, or that the pursuit of a representative action is proper under the governing  
14 legal standards. The Parties stipulate and agree to the certification of the proposed class for  
15 settlement purposes only. The Parties further agree that this Stipulation will not be admissible in  
16 this or any other proceeding as evidence that (i) a class action should be certified, (ii) a  
17 representative action is appropriate or manageable, or (iii) Defendants are liable to Plaintiffs or any  
18 Class Member, other than according to the terms of this Stipulation.

19         57.     Exhibits and Headings. The terms of this Stipulation include the terms set forth in  
20 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.  
21 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of  
22 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

23         58.     Amendment or Modification. This Stipulation may be amended or modified only  
24 by a written instrument signed by counsel for all Parties or their successors-in-interest.

25         59.     Entire Agreement. This Stipulation and any attached Exhibits constitute the entire  
26 agreement between the Parties, and no oral or written representations, warranties, or inducements  
27 have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits other than  
28 the representations, warranties, and covenants contained and memorialized in this Stipulation and

1 its Exhibits. No other prior or contemporaneous written or oral agreements, other than the  
2 Memorandum of Understanding, may be deemed binding on the Parties.

3 60. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
4 Counsel warrant and represent they are expressly authorized by the parties whom they represent to  
5 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by  
6 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents  
7 required to effectuate the terms of this Stipulation. The Parties, Class Counsel and Defense Counsel  
8 shall cooperate with each other and use their best efforts to effect the implementation of the  
9 Settlement. In the event the Parties are unable to reach agreement on the form or content of any  
10 document needed to implement the Settlement, or on any supplemental materials that may become  
11 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
12 and/or Mr. Dickstein to resolve such disagreement. The persons signing this Stipulation on behalf  
13 of Defendants represent and warrant they are authorized to sign this Stipulation on behalf of  
14 Defendants. Plaintiffs represent and warrant they are authorized to sign this Stipulation.

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

19 62. Binding on Successors and Assigns. This Stipulation shall be binding upon, and  
20 inure to the benefit of, the successors and assigns of the Parties.

21 63. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall  
22 be governed by and interpreted according to the laws of the State of California, without giving  
23 effect to any law that would cause the laws of any jurisdiction other than the State of California to  
24 be applied.

25 64. Counterparts. The Stipulation may be executed in one or more counterparts by  
26 facsimile, email, electronic signature, or scanned copies which for purposes of this Stipulation shall  
27 be accepted as an original. All executed counterparts and each of them shall be deemed to be one  
28 and the same instrument.

65. Jurisdiction of the Court. Following entry of Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

66. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

67. Binding Nature of Class Notice. It is agreed that because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Class Member.

Dated: Jun 23, 2022, 2022

Rovalier Banks

Rovalier Banks (Jun 23, 2022 11:38 PDT)

Plaintiff Rovalier Banks

Dated: \_\_\_\_\_, 2022

Plaintiff Gregory Whitfield

Dated: \_\_\_\_\_, 2022

Defendant Luxe Worldwide Hotels, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

Defendant EH Summit, Inc

By: \_\_\_\_\_

Its: \_\_\_\_\_

65. Jurisdiction of the Court. Following entry of Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

66. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

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Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Plaintiff Rovalier Banks

Dated: Jun 23, 2022, 2022

Gregory Whitfield  
Gregory Whitfield (Jun 23, 2022 14:24 EDT)

\_\_\_\_\_  
Plaintiff Gregory Whitfield

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Defendant Luxe Worldwide Hotels, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Defendant EH Summit, Inc

By: \_\_\_\_\_

Its: \_\_\_\_\_

1 Approved as to form and content:

2  
3 Dated: June 23, 2022

MATERN LAW GROUP, PC

4  
5 By:   
6 MATTHEW J. MATERN  
7 LAUNA ADOLPH  
8 KAYVON SABOURIAN  
9 Attorneys for Plaintiffs Rovalier Banks and  
Gregory Whitfield

10  
11 Dated: \_\_\_\_\_, 2022

LANDEGGER, VERANO & DAVIS, LLC

12 By: \_\_\_\_\_  
13 ALFRED LANDEGGER  
14 KRISTINA KOURASIS  
15 Attorneys for Defendants Luxe Worldwide  
16 Hotels, LLC and EH Summit, Inc.

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Approved as to form and content:

Dated: \_\_\_\_\_, 2022

MATERN LAW GROUP, PC

By: \_\_\_\_\_  
MATTHEW J. MATERN  
LAUNA ADOLPH  
KAYVON SABOURIAN  
Attorneys for Plaintiffs Rovalier Banks and  
Gregory Whitfield

Dated: June 23, 2022

LANDEGGER, VERANO & DAVIS, LLC

By:  \_\_\_\_\_  
ALFRED LANDEGGER  
KRISTINA KOURASIS  
Attorneys for Defendants Luxe Worldwide  
Hotels, LLC and EH Summit, Inc.

# **EXHIBIT 1**

**NOTICE OF CLASS ACTION SETTLEMENT**  
*Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.*  
Los Angeles Superior Court Case No. 21STCV12379

*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

IF YOU WORKED FOR LUXE WORLDWIDE HOTELS, LLC and EH SUMMIT, INC. (“SUNSET LUXE HOTEL”) AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN MARCH 30, 2017 TO APRIL 26, 2022, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

***Why should you read this Notice?***

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.*, Los Angeles Superior Court Case No. 21STCV12379 (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Maren E. Nelson on [REDACTED], 2022 at [REDACTED] in Department SS-17 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, to determine whether the Settlement is fair, adequate and reasonable.

**AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: |                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                 | If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against Luxe Worldwide Hotels, LLC and EH Summit, Inc. (“Defendants”) and affiliated persons and entities, as explained more fully below. |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b> | You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.                                                          |
| <b>OBJECT</b>                                     | To object to the Settlement, you must submit a written statement explaining why you don’t like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.                                                            |

***Who is affected by this proposed Settlement?***

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt employees of Defendants in California at any time during the period from March 30, 2017 to April 26, 2022 (the “Class Period”).

According to Defendants' records, you are a member of the Class ("Class Member").

### ***What is this case about?***

In the Action, plaintiffs Rovalier Banks and Gregory Whitfield ("Plaintiffs") alleges on behalf of themselves and the Class the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act ("PAGA"), as a representative action. Plaintiffs seek unpaid wages, statutory penalties, restitution, interest, attorneys' fees, and costs.

Defendants deny all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendants (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

### ***Who are the attorneys representing the Parties?***

The attorneys representing the Parties in the Action are:

#### **Class Counsel**

Matthew J. Matern  
Launa Adolph  
Kayvon Sabourian  
MATERN LAW GROUP, PC  
1230 Rosecrans Ave., Suite 200  
Manhattan Beach, California 90266  
310-531-1900

#### **Defense Counsel**

Alfred Landegger  
Kristina Kourasis  
Landegger, Verano & Davis, ALC  
15760 Ventura Boulevard, Suite 1200  
Encino, California 91436  
(818) 986-7561

### ***What are the Settlement terms?***

Subject to final Court approval, Defendants will pay \$500,000.00 (the "Maximum Settlement Amount") for: (a) Individual Settlement Payments to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency ("LWDA") and non-exempt employees who worked for Defendants during the PAGA Period, which is January 24, 2020 to April 26, 2022 ("Aggrieved Employees").

**Individual Settlement Payments.** After deduction from the Maximum Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to each Plaintiff, the PAGA Payment, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during PAGA Period.

Your estimated Individual Settlement Payment is listed on the Information Sheet enclosed in this Notice Packet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Members to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 20% as wages and 80% as non-wages. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

**Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment.** Class Counsel will ask the Court to award attorneys' fees up to \$166,666.67 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$25,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$5,000.00 to each Plaintiff for their effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$11,000.00. In addition, \$20,000.00 will be allocated to penalties under PAGA, of which 75%, or \$15,000.00, will be paid to the LWDA, and the remaining 25%, or \$5,000.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

#### ***What claims are being released by the proposed Settlement?***

**Release by Participating Class Members.** Upon Defendants providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiffs and all Participating Class Members shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in this Action and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

**Release by Aggrieved Employees.** Upon Defendants providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

The "Released Parties" are Defendants and its present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives.

### ***What are my options in this matter?***

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

**OPTION A. Remain in the Settlement Class.** If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of objecting to the Settlement.

**Object to the Settlement:** If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection (“Notice of Objection”) to the Settlement Administrator at the address below:

Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.

P.O. Box [redacted]  
[City], [State] [Zip]

The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked on or before [redacted], 2022 and returned to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

**OPTION B. Request Exclusion from the Settlement.** If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement (“Request for Exclusion”). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.*; (3) be signed by you; and (4) be postmarked on or before [redacted], 2022 and returned to the Settlement Administrator at the following address:

Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.

P.O. Box [redacted]  
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, other than your pro rata share of the portion of the PAGA Payment, and will not be entitled to or permitted to object to the Settlement. Even if you timely submit a valid Request for Exclusion, you shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

### ***What is the next step in the approval of the Settlement?***

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, and Plaintiffs' request for Class Representative Service Awards and attorneys' fees and costs to Class Counsel on [REDACTED], 2022 at [REDACTED] in Department SS-17 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. You may attend the hearing telephonically or by videoconference through LACourtConnect. You will need to access the LACourtConnect website ([www.lacourt.org/lacc](http://www.lacourt.org/lacc)) to schedule your remote appearance. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website ([www.\[REDACTED\]](http://www.[REDACTED])) within seven (7) calendar days after entry of the Final Order and Judgment.

#### ***How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.**

# **EXHIBIT 2**

## INFORMATION SHEET

*Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.*  
Los Angeles Superior Court Case No. 21STCV12379

**Calculation of Individual Settlement Payments:** Each employee's share of the Settlement will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for defendants Luxe Worldwide Hotels, LLC and EH Summit, Inc. ("Defendants") as a non-exempt employee in California from March 30, 2017 to April 26, 2022 (the "Class Period"). The formula for determining each employee's Individual Settlement Payment is as follows:

Defendants will provide the Settlement Administrator with the Compensable Workweeks for each employee. The Settlement Administrator will then divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Period ("Workweek Value"). The Settlement Administrator will then multiply the number of Compensable Workweeks for each Participating Class Member by the Workweek Value. This calculation yields the amount of the Participating Class Member's "Individual Settlement Payment." In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.

**Your Compensable Workweeks and Estimated Individual Settlement Payment:** According to Defendants' records, your Compensable Workweeks are as follows:

|                                           |                  |
|-------------------------------------------|------------------|
| Compensable Workweeks during Class Period | <<CompWWSettCP>> |
| Compensable Workweeks during PAGA Period  | <<CompWWPAGA>>   |

Based on the number of Compensable Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

**Procedure for Disputing Information:** If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt employee of Defendants in California at any time from March 30, 2017 to April 26, 2022. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline]**.

Banks, et al. v. Luxe Worldwide Hotels, LLC, et al.

[Address]

[City, State Zip]

[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.