

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff Maria Zamora (hereinafter "Plaintiff"), individually and in her capacity as
3 representative of the State of California on behalf of other aggrieved employees, and Defendant Martin
4 Resorts, Inc. (hereinafter "Defendant" or "Acosta"), hereby enter into this Settlement Agreement and
5 Release of Private Attorneys General Act of 2004 claims ("Settlement" or "Agreement") as follows:

6 **I. DEFINITIONS**

7 As used in this Settlement, the following terms shall have the following meanings:

8 1. "Action" shall mean the civil action entitled *Maria Zamora v. Martin Resorts, Inc.*, San
9 Luis Obispo County Superior Court, Case No.: 20CV-0458.

10 2. "Defendant" shall mean Martin resorts, Inc.

11 3. "Defense Counsel" shall mean Larry M. Kazanjian of Palmer Kazanjian Wohl Hodson
12 LLP.

13 4. "Effective Date" means the date that approval of the Settlement is granted by the
14 Superior Court of California for the County of San Luis Obispo, or other court assuming jurisdiction of
15 this matter.

16 5. "LWDA" refers to the California Labor & Workforce Development Agency.

17 6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California
18 Labor Code Sections 2698, *et seq.*

19 7. "PAGA Period" shall mean the period from August 28, 2019 through July 11, 2022.

20 8. "PAGA Members" shall mean all current and former hourly non-exempt employees of
21 Defendant in California at any time during the PAGA Period.

22 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
23 Payment, Plaintiff's Enhancement Awards, the Settlement Administrator Costs, and any other Court
24 mandated or approved deductions.

25 10. "Plaintiff" refers to Maria Zamora, individually and in her capacity as representative of
26 the State of California on behalf of other aggrieved employees.

27 11. "Plaintiff's Counsel" collectively refers to Jake Finkel, Esq. of Finkel Law and Mehrdad
28 Bokhour, Esq. of Bokhour Law Group, P.C.

1 12. “Parties” collectively refers to Plaintiff and Defendant.
2 13. “Released Claims” shall mean any and all claims arising out of or related to the
3 allegations set forth in the operative complaint and/or PAGA notice to the California Labor and
4 Workforce Development Agency that arose during the PAGA Period, including claims for failure to pay
5 all wages due, provide minimum wages or pay for all hours worked, failure to pay overtime
6 compensation, failure to provide meal and/or rest breaks, failure to pay proper meal or rest period
7 penalties, failure to keep accurate time records, failure to provide and maintain accurate itemized wage
8 statements, failure to timely pay wages due during or at separation of employment, and claims arising
9 under or relating to the alleged violations of California Labor Code sections 200-203, 210, 225-226,
10 226.3, 226.7, 510, 512, 558, 1174, 1182, 1194, 1197, 1198, and 2698 *et seq.* and applicable California
11 Industrial Welfare Commission (“IWC”) Wage Orders.

12 14. “Released Parties” shall mean Defendant Martin Resorts, Inc. and all of Defendant’s
13 subsidiaries, parent corporation, divisions, affiliates, shareholders, members, agents, predecessors,
14 successors, and assigns, and their current and former employees, attorneys, officers, directors and agents
15 thereof, both individually and in their business capacities

16 15. “Settlement Administrator” shall mean a neutral third-party settlement administrator to
17 be mutually selected by the Parties.

18 16. “Total Settlement Payment” shall mean an amount not to exceed One Hundred
19 Thousand Dollars and Zero Cents (\$100,000.00).

20 **II. RECITALS**

21 17. On or about June 26, 2020, Plaintiff sent a letter to the LWDA on behalf of herself and
22 other aggrieved employees in compliance with California Labor Code section 2699.3 (“PAGA Notice”).
23 Plaintiff seeks to represent himself and all PAGA Members. The LWDA did not indicate that it
24 intended to investigate the alleged violations referenced in the letter, and the 65-day time period
25 permitted for the LWDA to provide such a notification expired.

26 18. On or about August 28, 2020, Plaintiff filed this matter in San Luis Obispo Superior
27 Court alleging the same Labor Code violations set forth above.

28

1 19. On February 15, 2022, Plaintiff's Counsel and Defendant's counsel participated in
2 private mediation before an experienced wage and hour mediator, Hon. Thierry P. Colaw (Ret.).
3 Although the matter did not settle at mediation, the parties were subsequently able to reach a settlement
4 of the Action, the terms of which have been formalized in this Agreement.

5 20. Counsel for all Parties have thoroughly investigated the facts relating to the claims
6 alleged in the operative complaint and engaged in significant informal discovery in advance of
7 mediation. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded
8 that the settlement is fair, reasonable, and adequate considering all known facts and circumstances,
9 including the defenses asserted by Defendant, the risks and uncertainties associated with ongoing
10 litigation, the potential inability for the Action to proceed to trial as a PAGA representative action,
11 potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease
12 civil penalties under PAGA, and numerous potential appellate issues. Notably, the U.S. Supreme Court
13 recently ruled that a lawsuit brought under PAGA can be compelled to individual arbitration.

14 21. Defendant specifically denies, and continues to deny, each and every claim and
15 contention alleged in the Action and has always maintained that it has never engaged in any unlawful
16 acts regarding any of the matters alleged in the Action. Defendant further asserts that the Action cannot
17 manageably proceed to trial as a PAGA representative action.

18 **NOW, THEREFORE,** in consideration of the mutual covenants, promises, and conditions set
19 forth, the Parties agree as follows:

20 **III. NON-ADMISSION OF LIABILITY**

21 22. Based on the factual and legal issues involved, the expense and time necessary to
22 prosecute the Action, the risks, uncertainty, and costs of further prosecution, the existence of arbitration
23 agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA
24 representative action for purposes of liability, and the relative benefits to the PAGA Members of an
25 expeditious resolution of the Action, the Parties have concluded that the terms set forth in this
26 Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Members.

27 23. By entering into this Settlement, Defendant denies any liability for any of the claims in
28 the Action, as well as any other potential or unknown claims based on wage and hour violations under

7 **IV. TERMS OF THE PAGA SETTLEMENT**

8 ***A. The Total Settlement Payment***

9 24. Defendant shall pay a Total Settlement Payment in a total amount of One Hundred
10 Thousand Dollars and Zero Cents (\$100,000.00).

11 25. The Total Settlement Payment shall include Plaintiff's Counsel Payment, Enhancement
12 Award to Plaintiff, Settlement Administrator Costs, and the PAGA Fund. Subject to the limited
13 escalator provision in Paragraph 27, in no event shall Defendant be required to pay more than the Total
14 Settlement Payment in connection with the Settlement.

15 ***B. Enhancement Awards To Named Plaintiff***

16 26. Subject to Court approval, Plaintiff shall seek a payment of Seven Thousand Five
17 Hundred Dollars (\$7,500.00), subject to Court approval, to be paid from the Total Settlement Payment,
18 as an enhancement for her services as the PAGA representatives and execution of a general release with
19 respect to Defendant ("Enhancement Award"), in addition to any payment she may otherwise receive as
20 a PAGA Member.

21 27. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
22 be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on
23 said amount. The Enhancement Awards approved by the Court and issued to Plaintiff will, if required
24 by law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of
25 the requested Enhancement Awards does not constitute a material alteration of the terms of this
26 Agreement and shall not provide a basis for rendering the Settlement void or unenforceable. Any
27 reductions by the Court of the Enhancement Awards shall revert to the PAGA Fund.

28

1 28. Release by Named Plaintiff.

2 In addition to the Released Claims identified in Paragraph 13, Plaintiff agrees to release any
3 and all claims, whether known or unknown, under all federal, state and local statutes, and federal
4 and state common law (including but not limited to those for contract, tort, and equity), including,
5 without limitation, the California Unfair Competition Act (California Business and Professions
6 Code section 17200, *et seq.*) and the California Labor Code against the Released Parties. Plaintiff
7 acknowledges the language of Section 1542 of the California Civil Code, which provides:

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

12 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
13 claims or facts in addition to or different from those which are now known or believed by Plaintiff to
14 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff
15 now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff
16 expressly acknowledges that the release in this Paragraph is intended to include in its effect, without
17 limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of
18 whether the knowledge of such claims, or the facts upon which they might be based, would materially
19 have affected the settlement of this matter, and that the consideration given under this Settlement is also
20 for the release of those claims and contemplates the extinguishment of any such claims.

21 29. Plaintiff represents and affirms that she does not have any pending court actions,
22 arbitrations, or other legal proceedings against Defendant other than the Action.

23 ***C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs***

24 30. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
25 one third (33.33%) of the Total Settlement Payment, which is approximately Thirty-Three Thousand
26 Three Hundred Thirty-Three Dollars and Zero Cents (\$33,333.00). Plaintiff's Counsel will also seek
27 reimbursement of reasonable litigation costs not to exceed Fifteen Thousand Dollars (\$15,000.00)
28 (Plaintiff's Counsel's attorneys' fees and reasonable litigation costs are collectively referred to as the

31. Defendant will not oppose or object to Plaintiff's Counsel Payment and any request or application for attorneys' fees and costs submitted in connection therewith.

32. In the event that the Court does not approve the requested Plaintiff's Counsel Payment, or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement and shall not provide a basis for rendering the Settlement void or unenforceable.

33. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund in the event Plaintiff's Counsel elect not to seek appellate review of the Court's order awarding a lower amount of attorneys' fees sought.

D. Settlement Administration Fees and Costs

34. Settlement administration shall be done by the qualified, third-party Settlement Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses, expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents, and any other related fees and costs associated with the administrative duties associated with the Settlement (the "Settlement Administrator Costs").

35. The Settlement Administrator Costs shall be paid from the Total Settlement Payment. The Settlement Administrator Costs are estimated by Plaintiff's Counsel to not exceed Five Thousand Dollars (\$5,000.00). Any reductions by the Court or any unused Settlement Administrator Costs shall revert to the PAGA Fund.

6

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

1 ***E. PAGA Fund***

2 36. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Awards, and
3 Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the
4 LWDA and PAGA Members (the "PAGA Fund").

5 37. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA ("LWDA
6 Payment") and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA
7 Members ("PAGA Member Payment"), based on his or her proportionate share of pay periods during
8 the PAGA Period as set forth in Section V(B.).

9 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

10 ***A. Deposit of Total Settlement Payment***

11 38. The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") for
12 purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its
13 own Employer ID Number and calculate all settlement checks required under law based on information
14 that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated
15 under this Settlement since no part of the Settlement will be classified as wages.

16 ***B. Formula for Calculating Share of PAGA Fund***

17 39. The pro-rata portion of the PAGA Fund that is paid to each PAGA Member shall be
18 determined based on the following formula:

19 (a) The payment to PAGA Members will be based on the number of pay periods that each
20 PAGA Member performed work for Defendant during the PAGA Period.

21 (b) The amount to be paid per pay period for each PAGA Member will be calculated by
22 dividing the number of pay periods that the PAGA Member performed work for Defendant during the
23 PAGA Period by the total aggregate number of pay periods all PAGA Members performed work for
24 Defendant during the PAGA Period. The PAGA Member's percentage of the PAGA Period will then
25 be multiplied by the PAGA Member Payment to arrive at the PAGA Member's pro rata share.

26 (c) Defendant's records shall be determinative for purposes of calculating the number of pay
27 periods and any payments to PAGA Members. The Settlement Administrator shall be responsible for
28 calculating each individual PAGA Member's respective pro-rata settlement payment.

1 **C. *Distribution of PAGA Fund***

2 40. Defendant shall provide the Settlement Administrator with a list of the names, addresses
3 and number of pay periods each of the PAGA Members performed work for Defendant during the
4 PAGA Period within thirty (30) days after the Court issues an Order approving the Settlement. The
5 contact information shall be provided confidentially to the Settlement Administrator only, and the
6 Settlement Administrator shall treat the information as private and highly confidential and take all
7 necessary precautions to maintain the confidentiality of contact information of the PAGA Members.
8 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
9 Settlement, shall not be shared with Plaintiff's Counsel, and shall be destroyed promptly once the
10 Settlement Administrator has completed its delineated duties.

11 41. Within seven (7) days after the deposit of the Total Settlement Payment, the Settlement
12 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
13 Fund, or as otherwise directed by the Court. Likewise, the Settlement Administrator shall distribute to
14 PAGA Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise
15 directed by the Court. A letter approved by the Parties will be included in the mailing of the Individual
16 Payment to each PAGA Member.

17 42. Within seven (7) days after the deposit of the Total Settlement Payment, the Settlement
18 Administrator shall distribute the Plaintiff's Enhancement Award.

19 43. Within seven (7) days after the deposit of the Total Settlement Payment, the Settlement
20 Administrator shall distribute to Plaintiff's Counsel the court-approved Plaintiff's Counsel Payment.

21 44. The Settlement Administrator will send the Individual Payments to the PAGA Members
22 by First Class U.S. Mail.

23 45. To provide the best notice and delivery of Individual Payments practicable, any
24 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First
25 Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided
26 for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
27 best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement
28 Administrator or other mutually agreeable method to locate PAGA Members and will then mail the

Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

46. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Members, the postmark date of any subsequent mailing to any PAGA Members, and a list of PAGA Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

47. All Individual Payment checks will remain valid and negotiable for 180 days from the date of their initial mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Member whose funds are undeliverable and/or who does not cash or negotiate her or his Individual Payment check within 180 days, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.* for the benefit of the PAGA Member(s) who did not cash their checks until such time that they claim their property, or the property is otherwise disposed of pursuant to the Unclaimed Property Laws. The Settlement Administrator will send Defense Counsel a list of any such uncashed checks seven days prior to distributing those uncashed funds to the Controller of the State of California.

48. The Settlement Administrator will prepare and issue any tax forms required by law, including any IRS Form 1099s to PAGA Members, Plaintiff, and Plaintiff's Counsel.

49. The Settlement Administrator shall also prepare any accounting, declaration of completion of distribution of settlement funds, or other settlement administrative task required by the Court to effectuate the Settlement.

D. Settlement Administration Payment

50. Within seven (7) days after the deposit of the Total Settlement Payment, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrator Costs.

VI. RELEASED CLAIMS

A. Claims Released by Plaintiff, the LWDA, and the State of California

51. Upon the Effective Date and the date Defendant fully funds the Total Settlement Payment, the LWDA, the State of California, and Plaintiff will fully release and forever discharge the Released Parties from any and all Released Claims.

B. Tax Treatment and Tax Indemnification

52. PAGA Members, including Plaintiff, will assume any tax obligations or consequences which may arise from this Settlement. PAGA Members, including Plaintiff, release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Members, including Plaintiff, for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Member, including Plaintiff, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. PAGA Members agree to hold Defendant and any of the Released Parties harmless and fully indemnify Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the I.R.S., the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the PAGA Member, if any, to such authority or agency as a result of the tax treatment of the payment described above. If a PAGA Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Members, including Plaintiff, shall not contact Defendant, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

53. Any payment to PAGA Members pursuant to this Settlement will not result in additional benefit payments, such as 401(k) or bonus payments.

VII. MISCELLANEOUS PROVISIONS

A. Nullification of Settlement Agreement.

54. In the event that: (a) the Court does not approve the Settlement as provided herein; (b) the Court strikes, modifies, or does not approve any material term of this Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. The Parties' agreement to a representative PAGA Member group is for purposes of Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a representative action. Should such a nullification occur each of the Parties shall be referred to her, his, its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Agreement. If this Agreement is not approved or does not become Effective (as defined by the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152.

B. Mutual Full Cooperation

55. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

56. The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

57. This Settlement shall be binding upon, and inure to the benefit of, the successors or

1 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or
2 indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights
3 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff,
4 the PAGA Members, the State of California, and the LWDA.

5 58. This Settlement may be amended or modified only by a written instrument. No rights
6 under this Settlement may be waived except in writing.

7 59. This Settlement constitutes the entire agreement between Plaintiff and Defendant
8 relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and
9 statements, whether oral or written, whether express or implied, and whether by a party or its counsel,
10 concerning this Settlement are merged herein. No oral or written representations, warranties or
11 inducements have been made to any party concerning this Settlement or its exhibits other than the
12 representations, warranties and covenants contained and memorialized in such documents.

13 60. Paragraph titles or captions contained herein are inserted as a matter of convenience and
14 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
15 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

16 ***E. Joint Drafting of Settlement Documents***

17 61. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
18 series of arm's-length negotiations, including a full-day mediation with experienced wage and hour
19 mediator Hon. Thierry P. Colaw (Ret.), and counsel have taken into account all relevant factors, present
20 and potential risks with ongoing litigation.

21 62. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel
22 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
23 against any of the Parties.

24 ***F. Execution of the Settlement***

25 63. This Agreement may be executed in any number of counterparts, any of which shall be
26 deemed to be the original if fully executed by both Parties. This Agreement may be executed and
27 delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies
28 thereof shall be legally binding and enforceable as the original. If an electronic signature is utilized by

1 any signatory to this Agreement the Party and/or our counsel utilizing the electronic signature
2 acknowledge that the electronic signature is binding pursuant to California Civil Code section 1633.1, *et*
3 *seq.* (the "Uniform Electronic Transactions Act") and that it was obtained by the person for whom it
4 appears, and appropriate measures were taken to protect the security and authenticity of the signatory.

5 ***G. Continuing Jurisdiction of the Court***

6 64. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
7 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
8 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
9 administration of the benefits of this Settlement.

10 ***H. Invalidity of Any Provision***

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

14 ***I. No Collateral Attack***

15 66. This Agreement shall not be subject to collateral attack by any PAGA Member after the
16 Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the
17 PAGA Member failed for any reason to receive notice of the settlement and/or her or his Individual
18 Payment. PAGA Members do not have the right to object or opt out of the Settlement.

19 ***J. Notifications to the LWDA***

20 67. Plaintiff's Counsel shall notify the LWDA of the Settlement at the same time that it is
21 submitted to the Court and take all other steps required to effectuate the Settlement under Labor Code
22 Section 2699(I).

23 ***K. Representations by Plaintiff***

24 68. Plaintiff acknowledges the following:

25 (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;

26 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement
27 and have not been coerced, threatened, or intimidated into executing this Settlement;

28 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this

Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Actions.

L. Representations by Defendant

69. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understand all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of this Action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:
7/28/2022

DATED: July __, 2022 Maria Zamora, individually and on behalf of other aggrieved employees

DocuSigned by:
Maria Zamora
0DEFB4GAD971447...

DATED: July __, 2022 Martin Resorts, Inc.

By:
Title:

1 APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

2 FINKEL LAW

3 7/28/2022

4 DATED: July __, 2022

DocuSigned by:

Jake Finkel

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Jake Finkel

Attorney for Plaintiff and the Aggrieved Employees

6 BOKHOUR LAW GROUP, P.C.

7 7/28/2022

8 DATED: July __, 2022

DocuSigned by:

Mehrdad Bokhour

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Mehrdad Bokhour

Attorney for Plaintiff and the Aggrieved Employees

10 APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

12 PALMER KAZANJIAN WOHL HODSON LLP

13 DATED: July 29, 2022

Larry Kazanjian, Esq.

Attorneys for Defendant Martin Resorts, Inc.

