

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiffs Francisco Mora, Jesus Gil Maldonado, Homero Ochoa, Ismael Morales, and Jesus Prieto, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees (collectively “Plaintiffs”), and Defendants Excel Hotel Services, Inc., Landmark Restoration Ltd., David Regy Westbrook, and Stephen David Pavone; and Frank Thomas, President of Landmark Restoration Ltd (collectively “Defendants”) hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims and General Release of all Plaintiffs’ Claims (“Agreement”) as follows:

I. DEFINITIONS

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

A. “Action” shall mean the civil action entitled “*Francisco Mora, et al. v. Excel Hotel Services, Inc., et al.*,” filed in the United States District Court for the Northern District of California, on or about October 26, 2020, designated as Case No. 20-cv-7512.

B. “Approval Order” refers to the signed [Proposed] Order Granting the Parties’ Joint Application for Approval of PAGA Settlement.

C. “Defendants” shall collectively mean Excel Hotel Services, Inc., Landmark Restoration Ltd., David Regy Westbrook, Stephen David Pavone, and their parent companies, affiliates, divisions, subsidiaries, holding companies, joint venturers, employees, agents, and each of its successors and assigns. Further the term “Defendants” also specifically includes Frank Thomas, President of Landmark Restoration Ltd. The term “Defendants” does not include and specifically excludes Abel Curiales, Constellation Rehabilitation Services, LLC, or any individuals who were partners, officers, or employees of Abel Curiales and/or Constellation Rehabilitation Services, LLC.

D. “Defense Counsel” shall mean John K. Rubiner and Elizabeth Felmeth of Freeman, Mathis, & Gary, LLP.

E. “Effective Date” of the Settlement refers to the date upon which the Settlement is approved by the United States District Court for the Northern District of California, or other court assuming jurisdiction of this matter.

F. “Funding Dates” shall mean the dates after the Effective Date in which funds will be distributed to the various settlement funds. Based on the eighteen-month payment plan, certain funds will be released at various times as described herein.

G. “LWDA” refers to the California Labor & Workforce Development Agency.

H. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

I. “PAGA Period” shall mean the period from April 6, 2019, to the present measured as one year prior to the the period beginning one year prior to the August 19, 2020 PAGA letter to the LWDA plus tolling based on the Amended Emergency Rule 9.

J. “PAGA Settlement Members” shall mean all non-exempt personnel employed as laborers by non-party Constellation Rehab Services to have worked for Defendants at the Kimpton Alton Hotel in San Francisco, California and the Embassy Suites Hilton San Francisco Airport Waterfront in Burlingame, California, and against whom one or more violations is alleged to have been committed. Defendants represent that the total number of PAGA Settlement Members is no more than 25 individuals inclusive of named Plaintiffs.

K. “Plaintiffs” refers to Francisco Mora, Jesus Gil Maldonado, Homero Ochoa, Ismael Morales, and Jesus Prieto, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees.

L. “Plaintiffs’ Counsel” collectively refers to Tomas E. Margain, Justice at Work Group, LLP, and Alexander S. Rusnak, Rusnak Law Office

M. “Parties” collectively refers to Plaintiffs and Defendants.

N. “Released Claims” shall mean any and all claims that were pled in the Action and Plaintiffs’ Counsel’s’ August 19, 2020 letter to the Labor Workforce and Development Agency

(“LWDA”) or PAGA penalty claims which could have been pled by Plaintiffs, the State of California, or any PAGA Settlement Member based on the factual allegations alleged therein, whether known or unknown, to recover civil penalties for any alleged violations of the Federal Fair Labor Standards Act, 29 U.S.C. sections 207, 216(B), and 255(A), California Labor Code sections 98.6, 204, 226.7, 558, 1197.5, 2698 *et seq.*, and 2802, and San Francisco Administrative Code 12W and 14, which Plaintiffs and/or any of the PAGA Settlement Members have or had during the PAGA Period against any of the Released Parties. Except as otherwise stated in this Agreement, this release does not extend to any individual or class claims of the PAGA Settlement Members based on those same Labor Code sections or FLSA as alleged in the Action. It should be noted that nothing in the Action expanded the Statute of limitations of PAGA Settlement Members and nothing in this agreement shall expand or revive the passage of the statute of limitations applicable to them.

O. “Released Parties” shall mean Defendants, and all of their parent and subsidiary companies, affiliates, holding companies, predecessors, successors, assigns, employees, officers, directors, agents, insurers, and re-insurers excluding Abel Curiales, Constellation Rehabilitation Services, LLC or any individuals who were partners, officers or employees of Abel Curiales and/or Constellation Rehabilitation Services, LLC.

P. “Settlement Administrator” means Phoenix Settlement Administrators, or a similar Third Party Administrator based on the results of at least two bids, who will perform the duties of (i) conducting address traces to locate PAGA Settlement Members as necessary; (ii) preparing and mailing the Notice Settlement, (iii) tracking requests for exclusion; (iv) responding to PAGA Settlement inquiries; (v) distributing all payments required by the Settlement; (vi) tax

reporting in connection with the Settlement; (vii) posting notice of the final judgment on its website; and (viii) any other duties necessary for administration of the Settlement.

II. RECITALS

A. Plaintiffs were employed by Constellation as laborers to perform all types of construction work at the Kimpton Alton Hotel in San Francisco, California and the Embassy Suites Hilton San Francisco Airport Waterfront in Burlingame, California from approximately March 2020 until August 2020.

B. On August 19, 2020, Plaintiffs' Counsel sent a letter to the LWDA on behalf of Plaintiffs, pursuant to California Labor Code section 2699.3. Plaintiffs seek to represent themselves and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA never indicated that it intends to investigate the alleged violations referenced in the letter.

C. On or about October 26, 2020, Plaintiffs filed a Complaint against Defendants in the United States District Court for the Northern District of California, Case No. 20-cv-07512, alleging causes of action for failure to pay overtime and for all hours worked under the federal Fair Labor Standards Act, failure to pay minimum wage and all wages owed, failure to pay overtime wages for all hours worked, failure to provide accurate wage statements, waiting time penalties, violations of San Francisco Administrative Code 14 and 12W, violations of the Private Attorney Generals Act and unfair business practices

D. In September and October 2021, the Parties engaged in extensive settlement negotiations, which involved substantive offers and counteroffers between the Parties. Prior to their settlement negotiations, the Parties engaged in discovery. Ultimately, negotiations resulted in this Settlement.

E. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaints and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation

and evaluation of this case, Plaintiffs' Counsel has concluded that the settlement is fair, reasonable, and adequate considering all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

F. After a reasonable inquiry, each Party is unaware of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals who would also be considered aggrieved employees in this action.

G. Defendants deny, and continue to deny, each and every claim and contention alleged in the Action and have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.

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

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish manageability for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on violations under state or federal law. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants or any of the Released Parties of any unlawful conduct, fault, wrongdoing, or liability whatsoever. Defendants

specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiffs or the PAGA Settlement Members. This Agreement may be used by Defendants or any of the Released Parties to establish that a PAGA Settlement Member has resolved his or her claims released through this Agreement.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

Defendants shall pay a settlement payment in a total amount not to exceed one hundred ninety thousand (\$190,000.00) (the “Total Settlement Payment”) to the Settlement Administrator.

From the Total Settlement Payment, the sum of Forty-Six Thousand Seven Hundred Thirty (\$46,730.00) has been apportioned for PAGA penalties and shall be paid to the LWDA and PAGA Settlement Members and pay the costs of utilizing a Third Party Administrator.

The Total Settlement Payment shall include attorney fees and costs, service award, and consideration for Plaintiffs’ general release of all claims, as defined below. Payroll taxes will be deducted from the Total Settlement Payment in the event such taxes will be required for payment.

Defendants will pay the settlement pursuant to the following schedule:

- Initial payment upon court approval -- \$75,000
- 3 months after initial payment -- \$20,000
- 6 months after initial payment -- \$20,000
- 9 months after initial payment -- \$20,000
- 12 months after initial payment -- \$20,000
- 15 months after initial payment -- \$20,000
- 18 months after initial payment -- \$15,000

B. Settlement Administration

Settlement administration shall be done by Settlement Administrator. The Parties agree that the settlement administrative fees and costs shall be paid from the Total Settlement Payment. The settlement administrative fees and costs include all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Administrator to implement and complete the settlement process according to the terms of this Agreement, to calculate payments to individual PAGA Settlement Members, the reasonable cost associated with the escheatment process for any uncashed or undeliverable settlement checks, and to prepare any necessary tax documents for PAGA Settlement Members.

C. Attorney Fees and Costs

The Parties agree that costs and fees incurred by Plaintiffs' counsel in prosecuting the litigation, \$5,000 in costs and 33 % of the Total Settlement or Sixty-Three Thousand Two Hundred Seventy (\$63,270.00) in fees, shall be paid from the Total Settlement Payment. To the extent costs are less than \$5,000 at the time of approval or the Court approves a lesser amount for fees or costs, then the remainder will be allocated to the PAGA Settlement Fund. Thus, the current total amount to be deducted is \$68,270.00 in fees and costs.

No PAGA Settlement Members (including, but not limited to, Plaintiffs) or Plaintiffs' Counsel or any other attorney acting for any PAGA Settlement Member may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Total Settlement Amount in relation to the subject matter of this Agreement except as expressly provided herein.

D. Consideration for Plaintiffs' General Release of All Claims.

The Parties agree that named Plaintiffs will receive \$75,000.00 in exchange for the Plaintiffs' settlement agreement which included a general release of all known and unknown claims against the Released Parties for the period October 26, 2016 through the date of entry of an order by the Court in this Action approving this Agreement, including a waiver of all rights and benefits afforded by California Civil Code section 1542.

E. Net PAGA Settlement Fund

1. After deducting the attorney's fees and costs, the service award, and the consideration for Plaintiffs' general release of all claims, the remainder of the Total Settlement Payment shall be allocated toward payment to the LWDA and PAGA Settlement Members ("Net PAGA Settlement Fund"). The Net PAGA Settlement Fund, subject to Court approval, is estimated to be \$46,673.00

3. A total of seventy-five percent (75%) of the Net PAGA Settlement Fund shall be paid to the California Labor & Workforce Development Agency ("LWDA PAGA Payment"), which is \$35,004.75. The remaining twenty-five percent (25%) of the Net PAGA Settlement Fund, which is \$11,668.25, shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Fund"). Each PAGA Settlement Member shall receive a pro rata share of this amount as further detailed in Section V.A below.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT AMOUNT

A. Formula for Calculating Distribution

Because the settlement contemplates an eighteen-month payment schedule, the funds shall be distributed as follows:

1. The first \$75,000.00 payment shall be distributed \$50,000.00 as payment to Plaintiffs and \$25,000.00 as payment for fees and costs.
2. The second \$20,000.00 payment shall be distributed \$10,000.00 as payment to Plaintiffs and \$10,000.00 as payment for fees and costs.
3. The third \$20,000.00 payment shall be \$10,000.00 as payment for fees and costs and \$10,000 as payment to Plaintiffs.
4. The fourth \$20,000.00 payment shall be distributed \$5,000.00 as payment to Plaintiffs and \$15,000 to the third-Party Administrator. At that point, the Third-party Administrator will release the contemplated \$11,668.25 in funds to the PAGA Settlement Members

5. The fifth \$20,000.00 payment shall be distributed as \$20,000 payment shall be distributed as fees and costs.
6. The sixth \$20,000.00 payment shall be distributed as \$3,327.00 as payment for fees and costs and \$16,673.00 to the third-Party Administrator.
7. The seventh and final payment of \$15,000.00 shall be distributed to the third-Party Administrator. At that point, the administrator will transmit \$35,004.75 to the state of California.

B. Delivery of Payments

All payments, except for those allocated to the settlement of the PAGA claims, shall be sent to Justice at Work Law Group, LLP 1550 The Alameda, Suite 302, San Jose, California, 95126. Checks shall be made payable to “Justice at Work Law Group Trust Account.” Tax ID No. 61-1632605. All payments allocated to the settlement of the PAGA claims shall be delivered to the Settlement Administrator at the address provided by the Settlement Administrator.

C. Formula for Calculating Share of PAGA Settlement Member Fund

Each PAGA Settlement Member shall be sent a pro rata share of the PAGA Settlement Member Fund (“Individual Settlement Shares”) based on the number of pay periods that he or she claims to have worked for Defendants in the State of California during the PAGA Period (“Qualifying Pay Periods”). The Individual Settlement Shares will consist of a pro rata share of the PAGA Settlement Member Fund in the amount of \$11,668.25, which shall be calculated as follows:

1. Each PAGA Settlement Member’s number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members, and the resulting figure will be referred to as the “Multiplier.”
2. Each PAGA Settlement Member’s Multiplier will be applied to the PAGA Settlement Member Fund to calculate each Settlement Member’s Individual Settlement Share.

C. Distribution of PAGA Fund

1. Within thirty (30) days after the fourth Payment Date, the Administrator shall distribute to PAGA Settlement Members their individual portion of the “PAGA Settlement Members’ Fund,” or as otherwise directed by the Court.

2. The Administrator will send the calculated “Individual Settlement Shares” to the PAGA Settlement Members by postmarked First Class U.S. Mail, enclosed with the Notice approved by the Court and the check.

3. To provide the best notice practicable, any Individual Payment returned to the Administrator as non-delivered shall be sent by post-marked First-Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Administrator shall use the best available technology accessible to Administrator to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Administrator. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Administrator, the Individual Payment for that individual will be deemed undeliverable.

4. The Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement 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.

5. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Administrator. After the 180-day period, from the date of their mailing by the Administrator, any uncashed checks will be void and escheat to the State of California State Controller's Unclaimed Property Fund in the names of the individuals

6. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment. One hundred percent (100%) of the PAGA Fund payable to PAGA Settlement Members will be considered 1099 income representing payment of penalties.

7. For any PAGA Settlement Members for whom the Individual Payment was deemed undeliverable, their portion of the PAGA Fund will be sent to the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 *et seq.* for the benefits of those Settlement Members who did not cash their checks until such time they claim their property.

8. The Administrator shall pay to the LWDA the "LWDA PAGA Payment", which is \$35,004.75, or as otherwise directed by the Court, within (30) days after the seventh Payment Date.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

Upon the Effective Date, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place between April 6, 2019 through the date of entry of an order by the Court in this Action approving this Agreement.

Moreover, notwithstanding the provisions of Section 1542 of the California Civil Code (below), and to implement a full and complete release and discharge of the Released Parties, Plaintiffs on behalf of themselves and the State of California, expressly acknowledges this Agreement is intended to include in its effect, without limitation, all PAGA claims Plaintiffs and the State of California on behalf of the PAGA Settlement Members, do not know or suspect to exist in their favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any and all known or unknown PAGA claims related to the claims being released.

B. Plaintiffs' General Release of All Claims

In light of the Consideration for the Plaintiffs' General Release of All Claims, Plaintiffs agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state, or municipal law against the Released Parties for the time period April 16, 2019⁶ through the date of entry of an order by the Court in this Action approving this Agreement. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

C. Inapplicability of California Labor Code Section 206.5

Plaintiffs and the PAGA Settlement Members shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them from the Action and constitute settlement of all PAGA claims set forth in the Complaint against Defendants. Plaintiffs and the PAGA Settlement Members shall be deemed to have acknowledged and

agreed that California Labor Code section 206.5 is not applicable to any such payments and that this is a settlement of disputed claims. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.” Each and every PAGA Settlement Members shall be deemed to have made the foregoing Release as if by manually signing it.

D. Retention of Rights

Nothing in this Agreement (including, but not limited to, Section VI.A [Claims Released by LWDA and PAGA Settlement Members]) is intended to or shall preclude Plaintiffs and PAGA Settlement Members from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and PAGA Settlement Members retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and PAGA Settlement Members, however, shall not be entitled to receive any civil penalties in connection with any complaint or charge brought against Defendants or any Released Party for Claims arising on or before the Effective Date of this Agreement, without regard as to who brought said complaint or charge.

E. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Agreement. PAGA Settlement Members release any and all claims that they have or may have against the Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries

related to any payments made under this Agreement or any compensation provided at any time by any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Agreement or any compensation provided at any time by any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her 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. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, such member should contact his or her accountant or tax preparer. The PAGA Settlement Members shall not contact any of the Released Parties or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Obtaining Approval

As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the cooperation of Defendants' Counsel as reasonably requested by Plaintiffs' Counsel, take all necessary steps to secure final and unconditional approval of the Agreement by the Court.

B. Entry of Judgment

The Court's order of final approval of the Agreement shall include a provision for entry of judgment in accordance with this Agreement, with each party to bear all of its own costs and attorneys' fees except as expressly set forth in this Agreement.

C. Voiding the Settlement

A failure of the Court to approve any material condition of this Agreement shall render the entire Agreement voidable and unenforceable as to Plaintiffs and Defendants.

D. Mutual Full Cooperation

Plaintiffs, Defendants, Plaintiffs' Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, 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 Agreement.

E. Parties' Authorities

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

F. Binding Nature of The Agreement

1. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiffs represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Agreement. This Agreement also shall be binding upon Plaintiffs and the PAGA Settlement Members.

2. This Agreement may be amended or modified only by a written instrument signed by Plaintiffs' Counsel and Plaintiff, as well as Defense Counsel and Defendants. No rights under this Agreement may be waived except in writing.

3. This Agreement and any attached exhibits constitute the entire agreement between Plaintiffs and Defendants relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Agreement are integrated herein. No oral or written representations, warranties or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of

this Agreement or any of its provisions. Each term of this Agreement is intended to be contractual and not merely a recital.

G. Joint Drafting of the Agreement Documents

1. Plaintiffs' Counsel and Defense Counsel have arrived at this Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Agreement has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Parties.

3. Plaintiffs and Plaintiffs' Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against any of the Released Parties.

H. Execution of the Agreement

This Agreement may be executed in one or more counterparts and by facsimile or electronic means. All executed copies of this Agreement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

I. Default and Acceleration of Payment of Total Settlement Payment

In the event that Defendants be in default of this agreement, all remaining amounts of the Total Settlement Payment shall be immediately due. Defendants shall be in default if payment is not received within the (3) three days of the dates outlined in Section IV.A. In the event of default, Plaintiffs may seek to recover any outstanding amounts from each and every Defendant, without preference.

J. Continuing Jurisdiction of the Court

Pursuant to Fed.R.Civ.P. 4, and related precedents, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to: (i) monitor and enforce compliance of this Agreement, and/or (ii) resolve any disputes over this Agreement or the administration of the benefits of this Agreement. The Parties agree to request that the Court retain jurisdiction to enforce this Agreement.

K. Attorneys' Fees.

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all its costs and expenses, including reasonable attorneys' fees, incurred in connection with such a suit.

L. Age Discrimination Waiver for Jesus Gil Maldonado

For Plaintiff Jesus Gil Maldonado only ("Maldonado"), the following provisions apply notwithstanding anything to the contrary otherwise provided in this Agreement:

(a) In consideration of the payment provided in Paragraph 3, Maldonado specifically waives all existing rights and claims he may have against the Releasees under the federal Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed.

(b) Maldonado acknowledges that \$100 of the total payment provided for in Paragraph A of this Agreement constitutes independent consideration for the said waiver and is in addition to any other payment to which he is entitled.

(c) Maldonado acknowledges that he has been advised to consult with an attorney of her own choosing before executing this Agreement.

(d) Maldonado acknowledges that under the Older Workers Benefit Protection Act, he has twenty-one (21) days from receipt of this Agreement to consider it before signing it.

(e) Maldonado has the right to revoke this Agreement within seven (7) days following his execution of the Agreement, and this Agreement shall not become effective until expiration of that seven (7) day period. To revoke this agreement, a written notice of revocation must be delivered within the seven (7) day period stated to:

John K. Rubiner, Esq.
Freeman Mathis & Gary, LLO
550 S. Hope Street

22nd Floor
Los Angeles, California 90071

M. Waiver of Right to Appeal

Provided that the Approval Order signed by the Court is consistent with the terms and conditions of this Agreement, the Parties hereby waive any and all rights to appeal from the Approval Order, including without limitation all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Approval Order therefore will become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. The Parties agree that notwithstanding any other provision of this Agreement, including, but not limited to, Section III.B [Non-Admission of Liability], this Agreement may be introduced and utilized as evidence to prove the waiver of appeal rights under this section.

AGREED TO BY PLAINTIFFS:

DATED: 11/30/2021

By: 
Francisco Mora

DATED: 11/30/2021

By: 
Jesus Gil Maldonado

DATED: 11/30/2021

By: 
Homero Ochoa

DATED: 11/30/2021

By: 
Ismael Morales

DATED: 11/30/2021

By: *Jesus Manuel Portillo Prieto*
Jesus Prieto

EXPIRATION OF SEVEN DAY REVOCATION PERIOD

Having signed this Agreement on the date above, Jesus Gil Maldonado acknowledges the revocation period expires on December 7, 2021.

DATED: 11/30/2021

Jesus R Gil Maldonado
JESUS GIL MALDONADO

AGREED TO BY DEFENDANTS:

DATED:

By: _____
Stephen David Pavone
President, Excel Hotel Services, Inc.

DATED:

By: _____
Frank Thomas
President, Landmark Restoration Ltd.

DATED:

By: _____
Jesus Prieto

EXPIRATION OF SEVEN DAY REVOCATION PERIOD

Having signed this Agreement on the date above, Jesus Gil Maldonado acknowledges the revocation period expires on __ ____, 2021.

DATED: _____

JESUS GIL MALDONADO

AGREED TO BY DEFENDANTS:

DATED: 12/13/2021

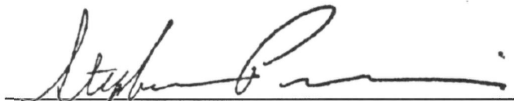
By: _____
Stephen David Pavone
President, Excel Hotel Services, Inc.

DATED:

November 30, 2021

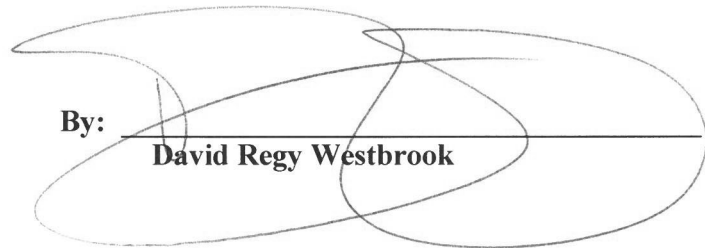
By: _____
Frank Thomas
President, Landmark Restoration Ltd.

DATED: 12/13/2021

By: 
Stephen David Pavone

DATED:

November 30, 2021

By: 
David Regy Westbrook

APPROVED AS TO FORM:

DATED: _____, 2021

Justice at Work Group, LLP
Rusnak Law Office

By _____
Tomas Margain, Esq.
Alexander Rusnak, Esq.
Attorneys for Plaintiffs

DATED: _____, 2021

Freeman, Mathis & Gary, LLP

By _____
John K. Rubiner, Esq.
Attorneys for Defendants