

CLASS ACTION SETTLEMENT AGREEMENT

THIS CLASS ACTION SETTLEMENT AGREEMENT (hereinafter “Settlement Agreement” or “Agreement”) is entered into and effective upon its execution by all parties hereto, subject to final approval by the Court. It is entered into by and between Debra Lewis and Marlene Mendoza (“Plaintiffs”), on their own behalf and on behalf of all members of the “Settlement Class,” as defined in Paragraph 5(c) below, and as proxy for California’s Labor & Workforce Development Agency (“LWDA”), on the one hand, and Host International, Inc. (“Defendant”), on the other hand, with reference to the recitals and provisions set forth below.

RECITALS

A. Certain claims, demands and differences have existed between Plaintiffs and the Settlement Class (as defined below), on the one hand, and Defendant, on the other hand, including that Defendant allegedly: (1) violated the Los Angeles Living Wage Ordinance (“LWO”); (2) failed to pay the Settlement Class vested vacation time upon termination; (3) failed to pay the Settlement Class all wages due upon termination; (4) failed to provide accurate itemized wage statements to the Settlement Class; and (5) violated California’s Unfair Competition Law. Plaintiffs and other allegedly aggrieved employees also seek penalties against Defendant pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* (“PAGA”) based on the aforementioned claims (the “PAGA Group”). These claims, and supporting facts and allegations, were brought by Plaintiffs against Defendant in the matter of *Debra Lewis, et al. v. Host International, Inc.*, Case No. 2:21-CV-00075-JAK-SK, pending in United States District Court for the Central District of California (the “Lawsuit”). The operative complaint in the Lawsuit is the Second Amended Class Action and Representative Action Complaint for Damages, Restitution, and Injunctive Relief and Penalties filed by Plaintiffs on March 2, 2021 (the “SAC”).

B. Plaintiffs are represented in the Lawsuit by the following law firms (“Plaintiffs’ Counsel”):

**TEUKOLSKY LAW, APC
GILBERT & SACKMAN, A LAW CORPORATION
JEREMY BLASI, UNITE HERE LOCAL 11**

C. Defendant is represented in the Lawsuit by (“Defendant’s Counsel”):

HUNTON ANDREWS KURTH LLP

D. Plaintiffs and Defendant prepared for and engaged in a formal mediation on May 13, 2024. The mediation was presided over by Tripper Ortman, Esq., a mediator experienced in employment class and PAGA actions. The parties accepted the mediator’s proposal to resolve the Lawsuit after a full day of negotiations. The parties previously attended a settlement conference on February 8, 2023 with U.S. Magistrate Judge Steve Kim, but the case did not resolve at that time.

E. The parties hereto have conducted substantial formal discovery and informal investigation in connection with the claims and allegations asserted in the Lawsuit. The parties have conducted numerous depositions, propounded written discovery, and researched and briefed the relevant legal

and factual issues arising from all of the claims and facts that are alleged in, or could have been alleged in, the Lawsuit and SAC. The parties conducted the depositions of, among others, Debra Lewis and Marlene Mendoza, UNITE HERE Local 11, three of Defendant's corporate representatives pursuant to Fed. R. Civ. P. 30(b)(6), and two of Defendant's employees. The parties also have considered: (1) the relative merits of the case and the uncertainties of trial; (2) the benefits of settlement; (3) the costs, risks, and delays associated with litigating this Lawsuit; and (4) the likely appeals from any dispositive rulings. Based on these considerations, the parties agreed to completely settle this Lawsuit to avoid the costs of continued litigation and trial.

F. Defendant denies each and every allegation made by Plaintiffs. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed or used in the Lawsuit or in any other action or proceeding as an admission, concession or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

G. It is the intention of the parties to this Settlement Agreement to settle and dispose of, fully and completely, any and all claims, demands, and causes of action that are, or could have been, set forth in the Lawsuit based on the facts and causes of action alleged in the SAC.

PROVISIONS

1. COOPERATION BY THE PARTIES

The parties to this Settlement Agreement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement.

2. APPOINTMENT OF ADMINISTRATOR

The parties stipulate to and seek the Court's order appointing Phoenix Settlement Administrators to act as the Settlement Administrator (the "Settlement Administrator") for purposes of this settlement. The Settlement Administrator shall be responsible for, among other matters:

(a) Establishing a qualified settlement fund account; updating addresses with the U.S. Postal Service's National Change of Address ("NCOA") database; making commercially reasonable searches for new addresses for Settlement Class members whose Notices of Settlement (as defined below) are returned as undeliverable with no forwarding address; maintaining a manned and dedicated toll free number and email address for this settlement; determining the amount of payments allocated to each Settlement Class member in accordance with this Settlement Agreement; preparing and mailing settlement checks; distributing any approved service award and attorneys' fees and expenses; calculating and paying all appropriate taxes, if any, and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; depositing unclaimed funds with the State Controller's Office; and retaining and, upon request, providing a copy of the settlement checks to Defendant's Counsel.

(b) Mailing of the notice of settlement to members of the Settlement Class and receiving requests for exclusion ;

(c) Resolving any dispute by any member of the Settlement Class as to any factor or issue regarding the computation of that member of the Settlement Class's Individual Settlement Award (as defined below) as well as any similar issues regarding any member of the PAGA Group's Individual PAGA Payment (as defined below), and the Administrator's decision on any such issue or dispute shall be final, binding, and non-appealable;

(d) Resolving any disputes regarding membership in the Settlement Class (as defined below), including the PAGA Group (as defined below) and the Settlement Administrator's decision on any such issue or dispute shall be final, binding, and non-appealable;

(e) Issuing the Individual Settlement Awards, Individual PAGA Payments and payment to the LWDA of its share of the PAGA Allocation; and

(f) Providing Settlement Class Counsel (as defined below) and Defendant's Counsel with periodic reports of the administration process, including, but not limited to, the mailing of the Notice of Settlement, remailing of returned notices, settlement checks mailed, settlement checks cashed, and the number of opt outs.

3. SETTLEMENT CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL

Pursuant to the Court's Class Certification Order on October 13, 2022, Plaintiffs Debra Lewis and Marlene Mendoza were appointed to represent the Class and will continue to represent the Settlement Class ("Settlement Class Representatives"), and Lauren Teukolsky of Teukolsky Law, Joshua Young of Gilbert & Sackman, and Jeremy Blasi of Unite Here Local 11 were appointed Class counsel and will continue as "Settlement Class Counsel." In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision of the Settlement Agreement or the appointment of Settlement Class Representatives and/or Settlement Class Counsel for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

4. DEFINITION OF PAGA PERIOD

The parties agree that the "PAGA Period" will be from October 10, 2019 up to the date this settlement agreement receives preliminary approval from the court.

5. DEFINITION OF THE SETTLEMENT CLASS AND PAGA GROUP

(a) Class Definition

The parties agree that the "Class" consists of the three classes previously certified by the Court on October 13, 2022. The Class, as defined in the Court's October 13, 2022 Order, as amended by the Order dated June 3, 2024, are as follows:

- **LWO Class:** All employees of Host who worked at Los Angeles International Airport (“LAX”) from January 1, 2018 through July 1, 2019, were members of the bargaining unit represented by UNITE HERE Local 11, and who received less than the cash wage portion of the cash wage with health benefits amount under section 10.37.2(a)(2)(1) of the LWO (i.e., less than \$12.08 from January 1, 2018 through June 30, 2018 and less than \$13.75 from July 1, 2018 through July 1, 2019).
- **Vacation Time Class:** All employees of Host who worked at LAX and were members of the bargaining unit represented by UNITE HERE Local 11 and who were laid off or “furloughed” in March-April 2020 and were not paid out accrued but unused vacation at the time of the layoff/furlough.
- **Waiting Time Penalties Class:** Any member of the LWO Class and/or Vacation Time Class who was laid off or “furloughed” in March-April 2020.

(b) PAGA Group Definition

The parties agree that the “PAGA Group” is defined as follows:

All members of the Class who are or previously were employed by Defendant at the Los Angeles International Airport during the PAGA Period.

(c) Settlement Class Definition

The Class and PAGA Group will be referred to collectively as the “Settlement Class.”

(d) Persons Expressly Excluded From the Settlement Class

Any person who previously settled or released all of the claims covered by this Agreement shall not be a member of the Settlement Class.

6. CLASS MEMBERS’ RIGHT TO EXCLUDE THEMSELVES FROM THE CLASS

(a) Class members may exclude themselves from the Class (and, in turn, will not receive an Individual Settlement Award) by mailing a Request for Exclusion to the Settlement Administrator postmarked no later than forty-five (45) days after the Notice of Settlement (as defined below) is first mailed to Settlement Class members (the “Submission Date”) as set forth hereinafter, except that those Class members who receive the notice pursuant to the one skip trace (described in Paragraph 9(c) of this Settlement Agreement) shall be informed (via an insert in the notice) that their time to submit a Request for Exclusion to the Settlement Administrator shall be the longer of: (1) thirty (30) days from the date the notice is mailed to the updated address obtained as a result of the skip trace or (2) the Submission Date. A Request for Exclusion must be in writing from a member of the Class or his/her representative that reasonably communicates the Class member’s election to be excluded from the Class and includes the Class member’s name, address and email address or telephone number, last four digits of the Class member’s Social Security number or full employee ID with Defendant, and the Class member’s valid signature. Any Class

Member who does not provide the Settlement Administrator with a timely Request for Exclusion shall be bound by all the terms and conditions of this Settlement Agreement, including the release of identified claims set forth below. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a member of the Class and the Class member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof from the Class member. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(b) Notwithstanding anything to the contrary in this Settlement Agreement, members of the PAGA Group shall have no right to exclude themselves from the PAGA Group, because Plaintiffs are settling the PAGA claims as proxy for the LWDA on behalf of the State of California.

7. DEFENDANT'S RIGHT TO VOID SETTLEMENT DUE TO NUMBER OF REQUESTS FOR EXCLUSION RECEIVED

If the number of persons that submit a Request for Exclusion to the Settlement Administrator on a timely basis is equal to or in excess of ten percent (10%) of the Settlement Class members, Defendant shall have the option, in its sole and absolute discretion, within 30 calendar days after expiration of the opt-out period, to void this Settlement Agreement and the parties' settlement by notifying Settlement Class Counsel in writing of its intention to do so. The Settlement Agreement and the parties' settlement shall become void seven (7) days after the delivery of such written notification unless, during that period, the parties agree in writing to a mutually acceptable resolution and thereafter the Court approves such resolution. Should Defendant exercise its right under this paragraph, Defendant shall be solely responsible for all costs incurred by the Settlement Administrator to date.

8. CONSIDERATION BY DEFENDANT

In consideration for the releases and dismissals set forth in this Settlement Agreement, Defendant agrees to pay from the Maximum Settlement Amount: (a) payments to the individual Settlement Class members pursuant to the payment procedure as described herein and as approved by the Court; (b) payment of the PAGA Allocation, as defined below and as set forth herein and as approved by the Court; (c) payment of attorneys' fees, costs and expenses, as set forth herein and as awarded by the Court; (d) payment of service awards to the Settlement Class Representatives as set forth herein and as awarded by the Court; and (e) payment of the cost of administration of the settlement, including, without limitation, the fees of the Settlement Administrator, as set forth hereinafter.

(a) "Maximum Settlement Amount" to be Paid by Defendant

The "Maximum Settlement Amount" to be paid by Defendant is the total sum of One Million Seven Hundred Seventy Five Thousand Dollars and No Cents (\$1,775,000.00). This is a non-reversionary, "no claims made" settlement. No amount of the "Maximum Settlement Amount" shall be retained by Defendant. The Maximum Settlement Amount paid by Defendant

shall be “all inclusive,” meaning that it will include, under state and federal law, all wage and hour claims, rights, debts, demands, damages, liabilities and causes of action that were asserted or could have been asserted based on the factual allegations in the SAC, including all claims for violations of the Los Angeles Living Wage Ordinance, failure to pay out vacation time wages upon termination, waiting time penalties, wage statement penalties, civil penalties, and Defendant’s alleged unfair business practices stemming from these alleged violations (Cal. Bus. & Prof. Code § 17200 *et seq.*); claims for restitution, disgorgement, and other equitable relief, liquidated damages, or punitive damages; interest, attorneys’ fees, costs, and expenses, as approved by the Court; the fees, costs, and expenses of the Settlement Administrator in connection with settlement administration, including fees, costs, and expenses in connection with the notice, and the exclusion process; settlement payments; the PAGA Allocation; the service awards to the Settlement Class Representatives, as approved by the Court; and all other settlement-related payments and costs.

- (1) Under no condition will Defendant’s liability for payments exceed the Maximum Settlement Amount. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds. All attorneys’ fees, costs, service awards, the PAGA Allocation, and administration expenses shall be paid out of the Maximum Settlement Amount.
- (2) Defendant’s sole monetary obligations under this Settlement Agreement shall be the Maximum Settlement Amount.

(b) Attorneys’ fees and costs

Defendant understands that Settlement Class Counsel will file an application for an award of attorneys’ fees in an amount not to exceed \$443,750 (25% of the Maximum Settlement Amount) collectively and reimbursement of costs and expenses in an amount not to exceed \$40,000. Defendant agrees not to object to such application up to such amounts. Any such attorneys’ fees, costs, and expenses approved by the Court shall be paid from the Maximum Settlement Amount. If the Court awards attorneys’ fees in an amount that is less than 25% of the Maximum Settlement Amount, then the difference between 25% of the Maximum Settlement Amount and the amount of attorneys’ fees actually awarded by the Court shall become Net Settlement Amount within the meaning of Paragraph 10(b) of this Settlement Agreement. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision or the award of attorneys’ fees, costs, and expenses for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

(c) Service Awards

Settlement Class Counsel will file an application for approval of a service award for the Settlement Class Representatives in an amount not to exceed Ten Thousand Dollars (\$10,000) each. This award is in addition to the Settlement Class Representatives’ Individual Settlement Awards. Any such service award approved by the Court shall be paid from the Maximum Settlement Amount.

(d) PAGA Allocation; Payment to the California Workforce Development Agency

Plaintiffs shall apply to the Court for approval of payments under PAGA. The parties agree to allocate Ten Thousand Dollars (\$10,000) (the “PAGA Allocation”) from the Maximum Settlement Amount for PAGA penalties, of which seventy-five percent (75%) (the “LWDA Payment”) shall be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA allocation (the “PAGA Group Share”) shall be distributed equally among all members of the PAGA Group. In the event the Court rejects this allocation, the parties will meet and confer with the Court to reach a penalty allocation acceptable to all parties that does not increase the Maximum Settlement Amount hereunder. Plaintiffs will comply with all obligations under Sections 2698 – 2699.8 of the California Labor Code, including providing timely notice of the settlement to the LWDA.

9. NOTICE OF SETTLEMENT AND FUNDING OF QUALIFIED SETTLEMENT FUND

(a) Funding of Qualified Settlement Fund

After the Court grants final approval of the settlement, Defendant shall fund a qualified settlement fund established by the Settlement Administrator with a one-time payment in the amount of the Maximum Settlement Amount by the “Funding Deadline.” The Funding Deadline shall be: (1) 14 days after the date on which the time to challenge any aspect of this settlement by appeal has lapsed, provided that no such appeal has been filed (regardless of whether any objections to the settlement were made); or (2) if any such appeal is filed, 14 days after a final resolution of all appeals that result in the upholding of the parties’ settlement.

(b) Notice to Attorney General and LWDA of Settlement

The parties agree that Defendant will provide notice to the appropriate federal and state officials in accordance with the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The parties further agree that Plaintiffs will provide notice to the LWDA and all necessary PAGA documents pursuant to Cal. Labor Code sections 2699 and 2699.3.

(c) Notice to Class of Settlement

The parties agree that within thirty (30) calendar days of execution of the Court’s order granting preliminary approval, Defendant will provide the Settlement Class members’ contact information to the Settlement Administrator to the extent Defendant possesses such information and it has not already done so. The information will be provided to the Settlement Administrator subject to an administrator confidentiality agreement. Within 21 calendar days of receiving the Settlement Class members’ information, the Settlement Administrator will mail to the Settlement Class members via first class United States Mail, at their last known address, the Court-approved Notice of Settlement, setting forth the terms and conditions of this settlement in the form of a “Notice” agreed upon by the parties, approved by the Court, and in substantially the same form as Exhibit “A” attached hereto, which will also be translated into Spanish.

The Notice shall inform Settlement Class members:

- (1) of the terms of the settlement;
- (2) that any Class member may exclude themselves from the Class and any Class member who does not exclude themselves from the Class will release all claims they may have;
- (3) of the deadlines for submitting a Request for Exclusion, to the Settlement Administrator (*i.e.*, forty-five (45) days after the Notice is mailed (the “Submission Date”), except as to those Settlement Class members who receive the Notice pursuant to re-mailing, whose deadline shall be the later of: (a) thirty (30) days from the date the Notice is mailed to the updated address or (b) the Submission Date);
- (4) that any Request for Exclusion that is post-marked later than the deadline will not be considered timely;
- (5) of the name and address of the Settlement Administrator to which the Request for Exclusion must be returned;
- (6) that there is a toll-free number and email address to contact the Settlement Administrator; and
- (7) the date, time, and location of the Final Approval Hearing, as defined herein.

(d) Mailing of Notice

The Settlement Administrator shall send the Notice to all Settlement Class members who can reasonably be identified via first class United States Mail. Before the first mailing, the Settlement Administrator will perform a National Change of Address (“NCOA”) search. The Settlement Administrator shall perform one skip trace as to any Notices that are returned by the post office for invalid addresses within five (5) days of its receipt of such returned Notice. Those Settlement Class members who receive Notice pursuant to the one skip trace shall be informed (via an insert in the Notice) that his or her time to submit a Request For Exclusion to the Settlement Administrator shall be the longer of: (1) thirty (30) days from the date Notice is mailed to the updated address, or (2) the Submission Date. The Settlement Administrator shall notify Settlement Class Counsel and Defendant’s counsel of the identity of all Settlement Class members who were sent Notice as a result of a skip trace and whose Notice was again returned. The Settlement Administrator shall provide such notification within seven (7) days of its receipt of such returned Notice.

(e) Defective Request For Exclusion

Should the Settlement Administrator determine that a Request for Exclusion is defective because it failed to comply with one or more of the requirements set forth in Paragraph 6(a) above, the Settlement Administrator shall contact the Class member via first class mail (*i.e.*, provide a “Deficiency Notice”) and instruct the Class member as to the basis of the deficiency, and that he

or she has until the later of (1) thirty (30) days or (2) the Submission Date within which to correct the defective Request for Exclusion. The Settlement Administrator will send only one Deficiency Notice per member of the Class. If a valid Request for Exclusion is not received within said time frame or remains defective, the Request for Exclusion shall be considered defective and invalid for purposes of this settlement. The Settlement Administrator will provide the identity of Class members who submitted defective Requests for Exclusion to Settlement Class Counsel and Defendant's counsel at the same time a Class member is notified that his or her form is defective.

(f) Report by Settlement Administrator

On a weekly basis, the Settlement Administrator shall provide the parties with a report (the "Settlement Administration Report") setting forth the number of undeliverable Notices, the number of valid requests for exclusion received, and the number of Deficiency Notices and their resolution.

No later than forty-five (45) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall provide the parties with a declaration (the "Settlement Administration Declaration") setting forth the steps taken by the Settlement Administrator to provide notice to Settlement Class members, the number of undeliverable Notices, the number and substance of any objections, and the number of Requests for Exclusion, and the identity of Settlement Class members who excluded themselves from the settlement.

(g) Retention of Requests For Exclusion

The Settlement Administrator shall maintain the completed Requests For Exclusion throughout the administration of the settlement. The Settlement Administrator shall make the completed Requests For Exclusion available to Defendant upon a reasonable request for such forms.

10. PAYMENT TO SETTLEMENT CLASS MEMBERS AND PAGA GROUP

(a) Settlement Administrator's Role

The Settlement Administrator will calculate amounts to be paid to Settlement Class members as provided below.

(b) Net Settlement Amount

The "Net Settlement Amount" shall equal the Maximum Settlement Amount minus the total of: (1) Court-approved attorneys' fees; (2) Court-approved reimbursement of costs and expenses; (3) Court-approved service awards to Plaintiffs; (4) the PAGA Allocation; and (5) the fees, costs, and expenses of the Settlement Administrator in connection with the settlement administration including, without limitation, those connected with providing Notice to the Settlement Class members and making settlement distributions to Settlement Class members. Ten percent (10%) of the Net Settlement Amount shall be allocated to the "LWO Fund," and the remaining ninety percent (90%) shall be allocated to the "Waiting Time Fund."

(c) Individual Settlement Payments

- (1) Calculation of Individual Settlement Awards: Each Settlement Class member's "Individual Settlement Award" shall be calculated according to the following formulas:

- i. Each member of the LWO Class (as defined in Section 5(a) above) who does not exclude him or herself shall be entitled to a share of the LWO Fund equal to the LWO Class member's number of workweeks worked during the applicable LWO class period (*i.e.*, January 1, 2018 through July 1, 2019) divided by the total workweeks worked by all LWO Class members during the applicable class period, multiplied by the LWO Fund.

Example: If a member of the LWO Class worked 50 workweeks during the applicable class period, there are 5,000 total workweeks worked in the applicable class period, and the LWO Fund contains \$100,000, then that member of the LWO Class would be entitled to approximately \$1,000.

$$[(50 \text{ workweeks}) / (5,000 \text{ total workweeks})] \times \$100,000 = \$1,000$$

- ii. Regardless of whether a Settlement Class member is entitled to any share of the LWO Fund pursuant to Paragraph 10(c)(1)(i) above, each Settlement Class member who is a member of the Waiting Time Penalties Class and who does not exclude him or herself shall be entitled to a *pro rata* share of the Waiting Time Fund (*i.e.*, the Net Settlement Amount minus the LWO Fund).

Example: If the Waiting Time Fund contains \$1.1 million, and there are 1,597 Settlement Class members in the Waiting Time Penalties Class and no one has requested to exclude him or herself, then each Settlement Class member shall receive an equal share in the amount of approximately \$688.79.

- (2) For purposes of calculating Individual Settlement Awards, workweeks worked shall be determined by Defendant's records and shall mean the number of weeks that each member of the Settlement Class was employed by Defendant during the relevant period.
- (3) Calculation of PAGA Group Member's Individual PAGA Payment: In addition to any Individual Settlement Award allocated pursuant to

Paragraph 10(c)(1) above, each PAGA Group member shall be entitled to an equal share of the PAGA Group Share (*i.e.*, 25% of the PAGA Allocation). This sum shall be known as the “Individual PAGA Payment.”

- (4) The Administrator will pay all Individual Settlement Awards and all Individual PAGA Payments, out of a qualified settlement fund, on a confidential basis and issue IRS tax forms.
- (5) The Individual Settlement Awards and Individual PAGA Payments will be allocated as 100 percent (100%) to alleged non-wages/penalties, which will be reported to the IRS on Form 1099.

(d) Challenges to Settlement Calculations

Each Class member shall have 45 days after the Settlement Administrator mails the Notice to challenge their individual settlement calculation set forth in the Notice (the “Challenge Deadline”), except that those Class members who receive the Notice pursuant to the one skip trace (described in Paragraph 9(c) of this Settlement Agreement) shall be informed (via an insert in the Notice) that their time to submit a challenge to the Settlement Administrator shall be the longer of: (1) thirty (30) days from the date the Notice is mailed to the updated address obtained as a result of the skip trace or (2) the Challenge Deadline. The Class member may challenge any aspect of the calculation set forth in the Notice, including as follows: (1) whether the Class member is or is not a member of the LWO Class; (2) whether the Class member is or is not a member of the Waiting Time Class; and (3) LWO Class members may challenge the number of workweeks allocated to them from January 1, 2018 to July 1, 2019.

The Class member may challenge the calculation by telling the Settlement Administrator via fax, email or mail what part of the calculation they disagree with and why. The Settlement Administrator must encourage the challenging Class member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the data provided by Host is correct. The Settlement Administrator’s determination of each challenge shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to Host’s counsel and Class Counsel and the Settlement Administrator’s determination of the challenges.

(e) Tax Liability and Net Payments

Since Defendant previously paid any LWO wages and vacation pay to the Settlement Class outside the context of this settlement, the Individual Settlement Awards and Individual PAGA Payments payable to eligible Settlement Class members will be allocated as 100 percent (100%) to alleged non-wages/penalties for which Form 1099s will be issued by the Settlement Administrator. Settlement Class members shall hold Defendant and the Settlement Administrator harmless and indemnify them or it for any liabilities, costs and expenses, including attorneys’ fees, assessed or caused by any such taxing authority relating in any way to the tax treatment of the payments made pursuant to this Settlement Agreement.

(f) Payment of Settlement Funds Will Not Be Considered By Defendant As Having Any Effect on Any Employee Benefit Plan and Similar Plans

The payment to any Settlement Class member as provided for in this Settlement Agreement is not and shall not be deemed to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by the Defendant or any of its present or former parent corporations or affiliates or any jointly trustee benefit plans. Any such payment to any Settlement Class member shall not be considered to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of their present or former parent corporations or affiliates or any jointly trustee benefit plans. Defendant and each of its present and former parent corporations and affiliates retains the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trustee benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by Defendant as compensation or wages, or payments for “hours worked,” as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendant by reason of the settlement.

11. ADMINISTRATION OF MAXIMUM SETTLEMENT AMOUNT

(a) The Settlement Administrator shall calculate the Individual Settlement Awards and Individual PAGA Payments in accordance with the terms and provisions of this Settlement Agreement. Defendant’s counsel and Settlement Class Counsel will be provided access to all calculations and all data forming the basis for such determinations. The fees, costs, and expenses of the Settlement Administrator in connection with said verification and/or performance shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount. All of the fees, costs and expenses of the Settlement Administrator including but not limited to those in connection with printing, issuing and/or mailing settlement payments shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount, as provided herein. The Court shall retain jurisdiction over the correctness of such calculations and the amount of payments due, and the parties shall submit any disagreements regarding these issues to the Court for determination.

(b) No person shall have any claim against Defendant, Defendant’s counsel, Plaintiffs, the Settlement Class, Settlement Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

12. COURT’S PRELIMINARY APPROVAL

Plaintiffs shall seek preliminary approval of this settlement by the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit “B” attached hereto. Plaintiffs will prepare the motion for approval of this settlement and will give Defendant at least seven (7) calendar days to review prior to filing. As part of the preliminary approval process, the Court shall be asked to approve, among other matters, the terms of the settlement, the method of providing notice, the Notice, The Settlement Administrator’s fees, costs and expenses, the

procedure for the calculation of settlement distributions, the service award for the Settlement Class Representatives, and Settlement Class Counsel's fees, costs, and expenses as set forth herein.

13. FINAL APPROVAL HEARING

The Notice shall contain a date, time, and location for a "Final Approval Hearing." The Final Approval Hearing shall be held on a date approved by the Court no earlier than ten (10) days after the last day for Defendant to exercise its right to void this Settlement Agreement, as provided for in Paragraph 7 hereof. The exact date, time, and location of the Final Approval Hearing shall be set forth in the Notice. At the Final Approval Hearing, Settlement Class Counsel shall request the Court to grant final approval of the applications for attorneys' fees, costs, expenses, and service awards referred to in Paragraphs 8(b) and 8(c) of this Settlement Agreement.

14. PROCEDURE FOR OBJECTIONS TO SETTLEMENT

(a) Procedure for Objections to the Settlement

The Notice shall provide that Settlement Class members who wish to object to the settlement must file with the Court and serve on Settlement Class Counsel and Defendant's counsel a written statement objecting to the settlement. Such written statement must be filed with the Court and served on Settlement Class Counsel and Defendant's counsel no later than thirty (30) days prior to the Final Approval Hearing (the "Objection Deadline Date"). No Settlement Class member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the settlement, and no written objections or briefs submitted by any Settlement Class member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been filed with the Court and served on Settlement Class Counsel and Defendant's counsel on or before the Objection Deadline Date. Settlement Class members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement.

(b) Procedure for Objections to Settlement Class Counsel's Fee Request

Notwithstanding the procedure set forth in Paragraph 14(a), the Notice shall provide that Settlement Class members who wish to object to Settlement Class Counsel's application for attorneys' fees and costs must file with the Court and serve on Settlement Class Counsel and Defendant's counsel a written statement objecting to Settlement Class Counsel's application for attorneys' fees and costs. Such written statement must be filed with the Court and served on Settlement Class Counsel and Defendant's counsel no later than thirty days (30) days prior to the Final Approval Hearing ("Attorneys' Fees Objection Deadline Date"). Settlement Class Counsel shall file their fee request at least sixty (60) days before the Final Approval Hearing. No Settlement Class members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to object to Settlement Class Counsel's attorneys' fees application, and no written objections or briefs submitted by any Settlement Class Members shall be received

or considered by the Court at the Final Approval Hearing on this issue, unless written notice of the Settlement Class member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been filed with the Court and served on Settlement Class Counsel and Defendant's counsel on or before the Attorneys' Fees Objection Deadline Date. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to Settlement Class Counsel's attorneys' fee application.

15. [PROPOSED] FINAL APPROVAL ORDER, FINAL JUDGMENT AND ORDER OF DISMISSAL

Upon final approval of the settlement, the Court shall be requested to issue a [Proposed] Final Approval Order and Final Judgment ("Proposed Final Judgment"), which shall, *inter alia*:

(a) Enter judgment in accordance with Rule 23(e) of the Federal Rules of Civil Procedure.

(b) Dismiss without prejudice all claims asserted in the Second Amended Complaint on behalf of individuals employed by Defendant who are not Settlement Class Members and/or members of the PAGA Group, if any.

(c) With respect to the Settlement Class, grant final approval to the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Settlement Class, as a whole, and order the parties to carry out the provisions of this Settlement Agreement. With respect to the PAGA Group, approve the settlement as fair and reasonable and in the best interest of the PAGA Group and the State of California.

(d) Adjudge that all Settlement Class members are conclusively deemed to have released Defendant and the Released Parties (as defined below), of and from the Released Claims as defined in this Agreement.

(e) Adjudge that Defendant and the other Released Parties (as defined below) have been released from all PAGA claims that were set forth, or that could have been set forth based on the facts alleged, in the SAC.

(f) Bar and permanently enjoin each Settlement Class member from prosecuting against the Defendant and the Released Parties (as defined below), any and all of the Released Claims as defined in this Agreement.

(g) Bar and permanently enjoin each member of the PAGA Group from prosecuting any released PAGA claims against any of the Released Parties.

(h) Reserve continuing jurisdiction for purposes of enforcing and overseeing the implementation of this Agreement.

16. APPROVAL AND ADOPTION OF [PROPOSED] FINAL JUDGMENT BY COURT AND FINAL JUDGMENT

Plaintiffs shall seek final approval and adoption of this settlement from the Court for entry of the [Proposed] Final Judgment and the Final Approval Order, as well as an Attorneys' Fee Order and Service Award Order.

17. PAYMENT OF SETTLEMENT PROCEEDS

(a) Timing of Payments

Individual Settlement Awards (including any Court-approved service awards to Plaintiffs), the PAGA Allocation, payment to Settlement Class Counsel for Court-approved attorneys' fees, costs and expenses, and payment to the Settlement Administrator for all settlement administration expenses shall be made no later than twenty-one (21) days after Defendant funds the qualified settlement fund as set forth in Paragraph 9(a).

(b) Method of Payment

Defendant will fund a qualified settlement fund established by the Settlement Administrator who will be responsible for issuing the Individual Settlement Awards and Individual PAGA Payments. The expiration date on the settlement checks will be 180 calendar days from the date the settlement checks are issued. The dollar value of all settlement checks that remain uncashed for more than 180 calendar days will be submitted to the State Controller's Office as unclaimed property.

18. COSTS

Defendant shall bear its own costs, expenses, and attorneys' fees incurred in connection with or arising out of the lawsuit. The Settlement Class's attorneys' fees and costs, as approved by the court, shall be paid from the maximum settlement amount.

19. RELEASED CLAIMS

(a) Released Claims by Settlement Class Members

Upon entry of judgment and upon Defendant funding the qualified settlement fund with the Maximum Settlement Amount as set forth in Paragraph 9(a), all Class members (except those who submit a valid Request for Exclusion) and all PAGA Group members release Defendant (*i.e.*, Host International, Inc.) and each of its respective past, present and future owners, stockholders, parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the "Released Parties") from the "Released Claims" as defined below.

For purposes of this Settlement Agreement, the “Released Claims” are defined as: All wage and hour claims, rights, debts, demands, damages, liabilities and causes of action that were asserted or could have been asserted based on the factual allegations in the Second Amended Complaint, including all claims for violations of the Los Angeles Living Wage Ordinance, failure to pay out vacation time wages upon termination, waiting time penalties, wage statement penalties, and Defendant’s alleged unfair business practices stemming from these alleged violations (Bus. & Prof. Code § 17200 *et seq.*); claims for restitution, disgorgement, and other equitable relief, liquidated damages, or punitive damages; and attorneys’ fees and expenses.

This release shall include claims arising under the applicable California Industrial Welfare Commission Wage Order(s), California Code of Civil Procedure §1021.5, Los Angeles Living Wage Ordinance (L.A.A.C. § 10.37, *et seq.*), Los Angeles City Ordinance No. 185321, the Los Angeles Administrative Code §§ 10.37, *et seq.*, California Labor Code sections 201, 202, 203, 204, 210, 222, 223, 225.5, 226, 226.3, 227.3, 2698 *et seq.* and, as it relates to claims for failure to pay minimum wage under the Los Angeles Living Wage Ordinance or failure to payout vacation upon termination, California Labor Code sections 218.5, 218.6, 510, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

The release includes all Released Claims by the PAGA Group under the California Private Attorneys General Act (Cal. Lab. Code § 2698 *et seq.*), which occurred during the PAGA Period, that were alleged or could have been alleged based on the facts set forth in the Second Amended Complaint and/or Plaintiffs’ PAGA notices to the LWDA.

(b) Release by Named Plaintiffs. Plaintiffs have each executed a separate general release of all claims, both of which are attached hereto as **Exhibit “C.”**

(c) The parties hereto, including the Settlement Class, stipulate and agree that the consideration received by the Settlement Class members pursuant to this Settlement Agreement compensates the Settlement Class for all damages, all restitution, all penalties (including PAGA penalties), and all liability related to any compensation to which they may be entitled to as a result of the allegations that were, or could have been made, in the Lawsuit.

(d) By granting preliminary and final approval of the settlement, the Court will have reviewed this Settlement Agreement and concluded that the settlement is fair, reasonable, and adequate.

20. NO ADMISSION BY THE PARTIES

Defendant and the other Released Parties deny any and all claims alleged in the Lawsuit and deny all wrongdoing whatsoever. Defendant continues to assert, *inter alia*, that the Settlement Class members were properly paid all wages and other required payments in accordance with the law. This Settlement Agreement is neither a concession nor an admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Parties. Whether or not the settlement is finally approved, neither the settlement, nor any document, statement,

proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against Defendant or any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Settlement Agreement.

21. CONFIDENTIALITY

(a) This Settlement shall be kept confidential among the parties until the motion for preliminary approval is filed with the Court. Plaintiffs, Defendant, Settlement Class Counsel, and Defendant's counsel shall not: (i) initiate or cause the initiation of any communications concerning the settlement with any media organization; and/or (ii) respond to or cause a response to be made to any communications concerning the settlement with any media organization.

(b) As used in this paragraph, "media organization" shall include, without limitation, print, broadcast, television, satellite, internet and social media.

(c) The parties agree that if they are contacted by a media organization then they will only state that this matter has settled.

(d) Settlement Class Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will adhere to, the restriction against any media comment on the settlement and its terms.

(e) The Plaintiffs and Settlement Class Counsel will not make statements inconsistent with the no admission of liability clause or portray the settlement as a "win" for Plaintiffs or the union or a "loss" by Defendant.

(f) Plaintiffs shall instruct their attorneys not to use Defendant's name in marketing materials. Plaintiffs will not make, and Plaintiffs shall instruct their attorneys not to make, any posting on any website, instant message site, blog, or social networking site that uses Defendant's name and will not list or refer to the Lawsuit in any website, mailings, publicity, or other similar forums or materials.

(g) Notwithstanding these confidentiality obligations, nothing in this Agreement prevents or restricts Plaintiffs or the Settlement Class from disclosing factual information related to unlawful acts in the workplace or any other conduct that Plaintiffs or the Settlement Class have reason to believe is unlawful. Nothing in this provision is intended to prevent Plaintiffs from discussing this settlement with their spouses, attorneys, or tax advisors. Nothing in this provision is intended to prevent Settlement Class Counsel from citing publicly available information about

the case and the settlement as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Settlement Class Counsel to communicate with putative class members in this case or the court in which this action is pending.

(h) Also, nothing in this Agreement prevents Plaintiffs or the Settlement Class from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

22. NULLIFICATION OF AGREEMENT

In the event: (a) the Court does not enter the Preliminary Approval Order specified herein in substantially the same form as provided; (b) the Court does not finally approve the settlement as provided herein; (c) the Court does not issue a [Proposed] Final Judgment (as provided herein and in substantially the same form as provided) which becomes final and not subject to any appeals; or (d) the settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such event, the parties hereto and any funds to be awarded under this settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the parties shall proceed in all respects as if this Settlement Agreement had not been executed; however in this event, Plaintiffs shall separately pay for the cost charged by the Settlement Administrator directly to the Settlement Administrator.

23. RETURN OF DOCUMENTS AND INFORMATION

Plaintiffs, the Settlement Class, and Settlement Class Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Lawsuit. No later than five years after Settlement Class Counsel receives any Court-approved award of attorneys' fees, Plaintiffs and Settlement Class Counsel shall destroy or return to Defendant's counsel the original and all copies of any documents that Defendant produced or provided to Plaintiffs or Settlement Class Counsel during the Lawsuit. Should Settlement Class Counsel elect to destroy those documents, Settlement Class Counsel shall certify under penalty of perjury that such documents have been destroyed. Notwithstanding this provision, Settlement Class Counsel are entitled to retain an archival copy of all pleadings, motion papers, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product.

24. REPRESENTATIONS AND WARRANTIES

Each party to this Settlement Agreement represents and warrants that he, she or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that he, she, or it is fully entitled to compromise and settle same.

25. CALIFORNIA LAW

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

26. OWN COUNSEL

Each party hereto acknowledges that he, she, or it has been represented by counsel of his, her, or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

27. FURTHER ACTS AND DOCUMENTS

The parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

28. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective upon execution by all parties. Facsimile and electronic signatures shall be deemed original signatures for all purposes. If an electronic signature is used, an audit trail verifying the authentication of the signature must be provided.

29. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

30. ENTIRE AGREEMENT

This Settlement Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each of the parties covenants that he, she, or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any person. This Settlement Agreement may be amended only by an agreement in writing duly executed by all parties hereto.

31. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, assigns and successors-in-interest.

32. DRAFTING

Each party hereto has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party as drafter of this Settlement Agreement.

33. SEVERABILITY

In the event any covenant or other provision herein (except the releases set forth in Paragraph 19) is held to be invalid, void, or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision herein. If any covenant, condition, or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. INCORPORATION OF EXHIBITS

All exhibits attached to this Settlement Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Settlement Agreement. Any notice, order, judgment or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Settlement Agreement to become effective. Notwithstanding this paragraph, insubstantial changes to the attached exhibits shall not invalidate the Settlement Agreement.

35. AUTHORITY

Each party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

36. WAIVER OF RIGHT TO OBJECT

Plaintiffs agree to sign this Settlement Agreement and by signing this Settlement Agreement are bound by the terms herein stated and further agree not to request to be excluded from the Settlement Class and agree not to object to any of the terms of this Settlement Agreement. Non-compliance with this paragraph shall be void and of no force or effect. Any such request for exclusion or objection shall therefore be void and of no force or effect.

37. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE

The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Settlement Agreement as set forth herein.

38. NOTICE

All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement Agreement (other than the Notice to Settlement Class members) shall be provided by email and U.S. Mail to the following persons at their addresses set forth as follows:

Class Counsel:

Lauren Teukolsky
TEUKOLSKY LAW, APC
595 E. Colorado Blvd., Ste. 418
Pasadena, CA 91101
lauren@teuklaw.com

Joshua F. Young
GILBERT & SACKMAN
800 Wilshire Boulevard, Suite 1410
Los Angeles, CA 90017
jyoung@gslaw.org

Jeremy Blasi
UNITE HERE LOCAL 11
464 Lucas Ave. #201
Los Angeles, CA 90017
jblasi@unitehere11.org

Defendant's Counsel:

Emily Burkhardt Vicente, Esq.
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627
ebvicente@HuntonAK.com

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Settlement Class and PAGA Group, and Defendant, by its duly authorized agents or counsel, have executed this Settlement Agreement as of the dates set forth below.

Plaintiff Marlene Mendoza

Dated: August 23, 2024

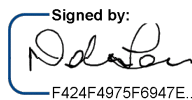
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Marlene Mendoza, as an individual and as a representative of the Settlement Class

Plaintiff Debra Lewis

Dated: August 22, 2024

Signed by:

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Debra Lewis, as an individual and as a representative of the Settlement Class

Defendant Host International, Inc.

Dated: August __, 2024

HOST INTERNATIONAL, INC.

By _____
Name: _____

Approval As To Form And Content By Counsel:

On Behalf of Plaintiffs and the Settlement Class:

Dated: August 22, 2024

TEUKOLSKY LAW, APC

By  _____
Lauren Teukolsky, Esq.

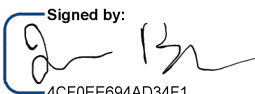
Dated: August 22, 2024

GILBERT & SACKMAN

By  _____
Joshua F. Young, Esq.

Dated: August 22, 2024

UNITE HERE LOCAL 11

By  _____
Jeremy Blasi, Esq.

On Behalf of Defendant:

Dated: August __, 2024

HUNTON ANDREWS KURTH LLP

By _____
Emily Burkhardt Vicente, Esq.

Defendant Host International, Inc.

August 23, 2024 | 10:48 AM EDT

Dated: August __, 2024

HOST INTERNATIONAL, INC.

Signed by:

By 46432EA1D20F417...
Name: Jason T. Crandlemire

Approval As To Form And Content By Counsel:

On Behalf of Plaintiffs and the Settlement Class:

Dated: August __, 2024

TEUKOLSKY LAW, APC

By _____
Lauren Teukolsky, Esq.

Dated: August __, 2024

GILBERT & SACKMAN

By _____
Joshua F. Young, Esq.

Dated: August __, 2024

UNITE HERE LOCAL 11

By _____
Jeremy Blasi, Esq.

On Behalf of Defendant:

Dated: August 23, 2024

HUNTON ANDREWS KURTH LLP

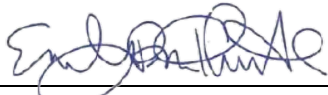
By 
Emily Burkhardt Vicente, Esq.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Lewis v. Host International, Inc., C.D. Cal. Case No. 2:21-cv-00075-JAK (SKx)

***The District Court for the Central District of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO A CLASS ACTION LAWSUIT IN WHICH YOU MAY BE A CLASS MEMBER. IF YOU ARE A CLASS MEMBER, YOU ARE ELIGIBLE FOR A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE WITHOUT THE NEED TO RETURN A CLAIM FORM. YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

This Notice is for all current or former employees of Host International, Inc. (“Host”) who worked for Host at the Los Angeles International Airport (“LAX”) and who were members of the UNITE HERE Local 11 (“Local 11”) bargaining unit and who fall into one of the Classes described below. This Notice is to inform you of your rights and options and the deadlines to exercise them.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING TO RECEIVE A PAYMENT	If you do nothing, you will remain a member of the Class (defined below), you will be bound by the Settlement Agreement, you will give up the claims that are released by the Settlement Agreement, and you will receive a cash payment. The estimated amount of your payment is listed in Section 8 below. YOU DO NOT NEED TO SUBMIT ANY PAPERWORK TO RECEIVE A CASH PAYMENT.
EXCLUDE YOURSELF	You are entitled to “opt out” of the Class by submitting a written request to be excluded from the Class in accordance with the procedure in Section 12 below. The request to be excluded must be postmarked and returned to the Settlement Administrator at the address provided below by no later than [INSERT: 45 days after notice] . Any person who properly requests to be excluded from the Class using this procedure will not receive a cash payment of an Individual Settlement Award from the Net Settlement Amount (as defined below), and will retain all of the claims that will be released by members of the Class. Note that if you are a member of the PAGA Group (as defined below), you may not request exclusion from the PAGA Group and you will receive your share of the PAGA Group Share (as defined below) and will release any PAGA claims you may have, even if you exclude yourself from the Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OBJECT	You may object to the settlement by filing a written statement with the Court stating your objections and serving it on the lawyers for the parties. Objections must be filed with the Court and served no later than [INSERT: 30 days prior to the Final Approval Hearing] .

BASIC INFORMATION

1. Why did I receive this Notice?

On October 13, 2022, the Court certified three groups of Host employees as classes for purposes of this lawsuit. This Notice refers to this group of employees as the “Class.” You received this Notice because company records show that you are a member of one or more groups of Employees that are part of the Class. The Class is defined as follows:

- **LWO Class:** All employees of Host who worked at Los Angeles International Airport (“LAX”) from January 1, 2018 through July 1, 2019, were members of the bargaining unit represented by UNITE HERE Local 11, and who received less than the cash wage portion of the cash wage with health benefits amount under section 10.37.2(a)(2)(1) of the LWO (*i.e.*, less than \$12.08 from January 1, 2018 through June 30, 2018 and less than \$13.75 from July 1, 2018 through July 1, 2019).
- **Vacation Time Class:** All employees of Host who worked at LAX and were members of the bargaining unit represented by UNITE HERE Local 11 and who were laid off or “furloughed” in March/April 2020 and were not paid out accrued but unused vacation at the time of the layoff/furlough.
- **Waiting Time Penalties Class:** Any member of the LWO Class and/or Vacation Time Class who was laid off or “furloughed” in March-April 2020.

The employees covered by the settlement, including members of the Class and members of the PAGA Group (as defined below) are referred to as members of the “Settlement Class.” A Court authorized this Notice because you have a right to know about the proposed settlement and your options before the Court decides whether to finally approve the settlement. This Notice explains the lawsuit, the settlement, your rights, the settlement payment you are eligible to receive under the terms of the settlement if you do not request to be excluded from the Class, and how to get the settlement payment.

2. What is a Class Action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people with allegedly similar claims. Plaintiffs Debra Lewis and Marlene Mendoza (“Plaintiffs”) are two Host employees at LAX who filed a lawsuit against Host on

October 13, 2020 (the “Lawsuit”), seeking to represent other Host employees who are members of Local 11 that they contend have similar claims. The group of people that they allege have similar claims is called a “Class.” Each person covered by the Class definition is a member of the “Class” and, for purposes of the settlement, a member of the “Settlement Class.” One court decides the issues for all members of the Class. In this Lawsuit, Judge John A. Kronstadt (“the Court”) is the judge assigned to adjudicate this Lawsuit.

3. What is this Lawsuit about?

Plaintiffs allege that: (1) Host paid LAX employees at rates below the minimum wage rates set by the Los Angeles Living Wage Ordinance (“LWO”) from January 1, 2018 to July 1, 2019; (2) Host failed to pay out accrued vacation in a timely manner to employees who Plaintiffs allege were laid off in March-April 2020 due to the COVID-19 pandemic; and (3) Host owes employees who Plaintiffs allege were laid off in March-April 2020 so-called “waiting time penalties” for allegedly not paying them final wages in a timely manner as California law requires.

Host denies all claims in the Lawsuit. With respect to the LWO claims, Host contends that it was not obligated to pay the minimum LWO rates because the LWO provisions were superseded by a collective bargaining agreement (“CBA”) between Host and Local 11. With respect to the vacation time claim, Host believed at the time of the COVID-19 pandemic that employees were not being terminated in March-April 2020 and no obligation was triggered under the California Labor Code to pay out accrued vacation. Host similarly believed that it was not obligated to pay final wages in March-April 2020 when it placed class members on furlough leave of absence because it did not terminate their employment at that time.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Host. Instead, both sides agreed to settle the Lawsuit (“Settlement”) to avoid the costs of continued litigation and trial. Under the proposed Settlement, which the Court must approve, members of the Class will receive compensation from the Settlement. Plaintiffs, who were appointed the Class Representatives by the Court and are now the “Settlement Class Representatives,” and their attorneys, believe the Settlement is best for all members of the Settlement Class.

5. Who are the Attorneys in the Case?

The Court appointed Lauren Teukolsky, Joshua F. Young and Jeremy Blasi as Class Counsel and they are now “Settlement Class Counsel.” Their information is as follows:

Lauren Teukolsky TEUKOLSKY LAW, APC 595 Colorado Blvd., Ste. 418 Pasadena, CA 91101 lauren@teuklaw.com Telephone: (626) 522-8982 Facsimile: (626) 522-8983	Joshua F. Young GILBERT & SACKMAN 800 Wilshire Blvd., Ste. 1410 Los Angeles, CA 90017 jyoung@gslaw.org Telephone: (323) 938-3000 Facsimile: (323) 937-9139	Jeremy Blasi UNITE HERE LOCAL 11 464 Lucas Ave. #201 Los Angeles, CA 90017 jblasi@unitehere11.org Telephone: (213) 481-8530 ext. 233 Facsimile: (213) 481-0352
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Host is represented by the law firm of Hunton Andrews Kurth LLP. Their information is as follows.

Emily Burkhardt Vicente, Esq.
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627
Telephone: (213) 543-2000
ebvicente@HuntonAK.com

6. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$1,775,000 (the “Maximum Settlement Amount”) to fully and finally resolve all claims in the Lawsuit. From that amount, Settlement Class Counsel will apply to the Court for: (1) attorneys’ fees not to exceed 25 percent of the Maximum Settlement Amount; (2) litigation costs not to exceed \$40,000; (3) service awards to Debra Lewis and Marlene Mendoza of \$10,000 each for serving as class representatives; (4) Settlement Administration expenses; and (5) a payment to the California Labor Workforce and Development Agency, under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) of \$7,500 (75% of a \$10,000 “PAGA Allocation,” as defined in the Settlement Agreement) to cover the State of California’s share of all applicable civil penalties implicated or raised by the allegations of the Lawsuit. The exact sum of attorneys’ fees and costs, service awards for settlement class representatives, and Settlement Administration expenses will be determined by the Court at a Final Approval hearing. In addition, \$2,500 (25% of the \$10,000 PAGA Allocation) will be distributed to a subset of the Class who were employed at any time between October 10, 2019 and the date the Settlement Agreement receives preliminary approval from the Court (the “PAGA Group”). Regardless of whether a member of the Class requests to be excluded from the Class, if he or she is a member of the PAGA Group, he or she will receive an equal share of the \$2,500.

The remaining balance (the “Net Settlement Amount”) will be apportioned and paid out to all members of the Class who do not request to be excluded from the Class. No portion of the Maximum Settlement Amount will return to Host under any circumstances.

7. How will Settlement Payments be Calculated?

Members of the Class who do not request to be excluded from the Class will receive their share of the Net Settlement Amount. Ten percent (10%) of the Net Settlement Amount shall be allocated to the “LWO Fund,” and the remaining ninety percent (90%) shall be allocated to the “Waiting Time Fund.” Each Settlement Class member’s “Individual Settlement Award” shall be calculated according to the following formulas:

- Each member of the LWO Class (as defined in Section 5(a) above) who does not exclude themselves shall be entitled to a share of the LWO Fund equal to the LWO Class member’s number of workweeks worked during the applicable LWO class period (*i.e.*, January 1, 2018 through July 1, 2019) divided by the total workweeks worked by all LWO Class members during the applicable class period, multiplied by the LWO Fund.

- Example: If a member of the LWO Class worked 50 workweeks during the applicable class period, there are 5,000 total workweeks worked in the applicable class period, and the LWO Fund contains \$100,000, then that member of the LWO Class would be entitled to approximately \$1,000. $[(50 \text{ workweeks}) / (5,000 \text{ total workweeks})] \times \$100,000 = \$1,000$.
- Regardless of whether a Class member is entitled to any share of the LWO Fund, each Class member who is a member of the Waiting Time Penalties Class and who does not exclude themselves, shall be entitled to an equal share of the Waiting Time Fund (*i.e.*, the Net Settlement Amount minus the LWO Fund). Example: If the Waiting Time Fund contains \$1.1 million, and there are 1,597 Settlement Class members in the Waiting Time Penalties Class, and no one has requested to exclude themselves, then each Class member shall receive an equal share in the amount of approximately \$688.79.

The settlement payment will be characterized 100 percent as payment of penalties, which will be reflected on IRS 1099 Forms issued to Class members. Class members should consult with their tax advisors concerning the tax consequences of the settlement payments received pursuant to the Settlement.

A subset of the Class, who are members of the PAGA Group, will receive an equal share of the \$2,500 (25% the \$10,000 PAGA Allocation) and will release all PAGA claims alleged in the Lawsuit regardless of whether they request exclusion from the Class.

8. How much will my settlement payment be?

Host's records reflect that you are a Class member. Host's records also show that you *are* **[or are not]** a Member of the PAGA Group.

Based on this information, your share of the Net Settlement Fund is estimated to be **\$** [redacted]. **Your settlement payment check will be mailed to you at the address on file with the Settlement Administrator.** The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

The above estimate is based on Host's records showing that you are **[or are not]** a member of the LWO Class and you worked [redacted] workweeks from January 1, 2018 to July 1, 2019. The above estimate is also based on Host's records showing that you are **[or are not]** a member of the Waiting Time Class because you were **[or were not]** furloughed in March-April 2020. If you believe this information is incorrect, you can submit a challenge by the deadline date.

You have until [+45 days after mailing of Class Notice] to submit a challenge. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax, describing what part of the calculation you disagree with and why. Sections 12 and 20 of this Notice have the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Host's calculations as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the

documents will not be returned to you. The Settlement Administrator will resolve all challenges based on your submission and on input from the attorneys for the parties. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my settlement payment?

You do not need to do anything to receive your settlement payment. **A claim form is not required.**

If the Court approves the Settlement at the scheduled Final Approval Hearing, your settlement payment will be mailed to the address this Notice was mailed to, unless you have updated your address with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address.**

10. When can I expect to receive my settlement payment?

If no Settlement Class member objects to the Settlement, and no appeal is sought, and the Court finally approves the Settlement, your share of the Settlement will be mailed to you no later than twenty-one (21) days after the date on which the time to challenge any aspect of this settlement by appeal has lapsed.

11. What am I giving up to get my settlement payment?

You will give up or "release" the following claims described below:

Released Claims: Settlement Class Members (those who do not return a request to be excluded from the Class) will release Defendant (*i.e.*, Host International, Inc.) and each of its respective past, present and future owners, stockholders, parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the "Released Parties") from the "Released Claims." The "Released Claims" are defined as: All wage and hour claims, rights, debts, demands, damages, liabilities and causes of action that were asserted or could have been asserted based on the factual allegations in the Second Amended Complaint, including all claims for violations of the Los Angeles Living Wage Ordinance, failure to pay out vacation time wages upon termination, waiting time penalties, wage statement penalties, and Defendant's alleged unfair business practices stemming from these alleged violations (Bus. & Prof. Code § 17200 *et seq.*); claims for restitution, disgorgement, and other equitable relief, liquidated damages, or punitive damages; and attorneys' fees and expenses. This release shall include claims arising under the applicable California Industrial Welfare Commission Wage Order(s), California Code of Civil Procedure §1021.5, Los Angeles Living Wage Ordinance (L.A.A.C. § 10.37, *et seq.*), Los Angeles City Ordinance No. 185321, the Los Angeles Administrative Code §§ 10.37, *et seq.*, California Labor Code sections

201, 202, 203, 204, 210, 222, 223, 225.5, 226, 226.3, 227.3, 2698 *et seq.* and, as it relates to claims for failure to pay minimum wage under the Los Angeles Living Wage Ordinance or failure to payout vacation upon termination, California Labor Code sections 218.5, 218.6, 510, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198. The release includes all Released Claims by the PAGA Group under the California Private Attorneys General Act (Cal. Lab. Code § 2698 *et seq.*), which occurred during the PAGA Period, that were alleged or could have been alleged based on the facts set forth in the Second Amended Complaint and/or Plaintiffs' PAGA notices to the LWDA.

Members of the Class who do not exclude themselves will be considered to have accepted the release and to have waived the Released Claims against the Released Parties. Members of the Class who successfully exclude themselves from the Class will not receive a share of the Net Settlement Amount, but will receive an equal share of the \$2,500 PAGA Allocation and will release only the claims alleged under PAGA.

EXCLUDING YOURSELF FROM THE SETTLEMENT?

12. How do I get out of the Class Action?

If you wish to pursue your own separate lawsuit for the claims alleged in the Lawsuit, or if you otherwise wish to not be in the Class or to participate in the Settlement of the Class claims for whatever reason, you should exclude yourself from the Class (and, in turn, will not receive an Individual Settlement Award). To exclude yourself from the Class you must send the Settlement Administrator a signed written Request for Exclusion. A Request for Exclusion must be in writing from a member of the Class or his/her representative that reasonably communicates the Class member's election to be excluded from the Class and includes the Class member's name, address and email address or telephone number, last four digits of the Class member's Social Security number or full employee ID with Defendant, and the Class member's valid signature.

Your Request for Exclusion must be mailed to the Settlement Administrator postmarked no later than , 2024 (45 days of mailing) in an envelope addressed to:

Lewis v. Host International, Inc. Class Action Administrator
c/o _____,
P.O. Box _____,
_____ California _____

13. If I do not exclude myself from the Class, can I sue Defendant Host International, Inc. for the same thing later?

No. Unless you exclude yourself from the Class, you give up any right to sue Host for the claims raised in this Lawsuit and which this Settlement resolves. ***If you have a claim or lawsuit already filed against Host International, Inc. you must speak to your lawyer in that case immediately.*** You may need to exclude yourself from the Class to continue your own lawsuit. Remember, the deadline to postmark a valid Request for Exclusion is , 2024 (45 days of mailing).

14. If I exclude myself from the Class, can I still get a settlement payment?

If you exclude yourself from the Class, you will not receive an Individual Settlement Award, but you still will receive a portion of the \$2,500 PAGA Allocation if you are a member of the PAGA Group.

OBJECTING TO THE SETTLEMENT

15. How do I object if I don't think the Settlement is fair?

You can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it. The Court will consider your views. But you must file a written statement objecting to the Settlement with the Court and you must serve that statement on Settlement Class Counsel and Host's counsel. And you must do all of this no later than thirty days (30) days before the Final Approval Hearing ("Objection Deadline Date"). Also, if you wish to appear and have your objection heard at the Final Approval Hearing, you must also file with the Court a written notice of your intention to appear and you must serve the written notice on Settlement Class Counsel and Host's counsel on or before the Objection Deadline Date.

16. How do I object if I don't think the Settlement Class Counsel's attorneys' fees are fair?

Settlement Class Counsel will file their fee request at least sixty (60) days before the Final Approval Hearing. You can object to the Settlement Class Counsel's application for attorneys' fees and costs, but you must also file a written statement objecting to the application for attorneys' fees and costs with the Court and you must serve that statement on Settlement Class Counsel and Host's counsel. And you must do all of this no later than thirty days (30) days before the Final Approval Hearing ("Attorneys' Fees Objection Deadline Date"). Also, if you wish to appear and be heard on this topic at the Final Approval Hearing, you must file with the Court a written notice of your intention to appear and you must serve the written notice on Settlement Class Counsel and Host's counsel on or before the Attorneys' Fees Objection Deadline Date.

If you do not follow the procedures above, you will **not** be entitled to object and be heard at the Final Approval Hearing. Also, you will be deemed to have waived any objections to the Settlement and Settlement Class Counsel's attorneys' fees and costs and shall forever be foreclosed from making any objection (whether by appeal or otherwise).

THE COURT'S FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing in Courtroom 10C of the United States District Court, Central District of California, Western Division located at 350 West First Street, Los Angeles, California 90012 on [REDACTED], 2024 at [REDACTED].m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Settlement Class Counsel's request for attorneys' fees and

litigation costs, the service award to the Settlement Class Representative, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. However, any Settlement Class Member who has submitted a written objection will be notified by Settlement Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

QUESTIONS

20. Who may I contact if I have questions about the Settlement?

This Notice is a summary of the basic terms of the Settlement. For more information, you may examine the Settlement Agreement, and other important documents filed in this Lawsuit online on the Public Access to Court Electronic Records located at: <https://pacer.uscourts.gov/> [insert instructions.] The documents filed in this case may be available to view at a minimal charge. You may also contact the Settlement Administrator by calling toll free at 1-[REDACTED] or via email at [REDACTED], or send a fax to [REDACTED] or view the documents pertaining to the Settlement of this Lawsuit on the Settlement Administrator's website located at [www.\[REDACTED\].com](http://www.[REDACTED].com).

You may also contact the attorneys for the Plaintiffs and the Settlement Class, whose contact information is included in Paragraph 5 above, for more information or if you have specific questions.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF HOST INTERNATIONAL, INC.'S MANAGERS, SUPERVISORS, HUMAN RESOURCES, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file. It is the address to which your settlement payment will be mailed.
- B. Settlement payment checks must be cashed soon after receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be sent to California's unclaimed property fund. If you lose or misplace a check, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DEBRA LEWIS and MARLENE
MENDOZA,

Plaintiffs,

v.

HOST INTERNATIONAL, INC. and
DOES 1 through 20, inclusive,

Defendants.

Case No. 2:21-cv-0075 JAK (SKx)

[Honorable John A. Kronstadt]

**[PROPOSED] ORDER FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
SETTING OF A FAIRNESS
DETERMINATION HEARING AND
APPROVAL OF NOTICE TO CLASS**

Complaint Filed: October 13, 2020

Trial Date: None Set

**[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
SETTING OF A FAIRNESS DETERMINATION HEARING AND APPROVAL OF NOTICE TO
CLASS**

1 The Court, having reviewed Plaintiffs' Notice of Motion and Motion for
2 Preliminary Approval of Class Action Settlement, the supporting Points and
3 Authorities, the Declaration of [REDACTED], the parties' Class Action Settlement
4 Agreement ("Settlement Agreement"), and the Notice of Class Action Settlement
5 ("Notice"), and in recognition of the Court's duty to make a preliminary determination
6 as to the reasonableness of any proposed class action settlement, and to ensure proper
7 notice is provided to members of the Settlement Class in accordance with due process
8 requirements; and to conduct a Final Approval Hearing as to the good faith, fairness,
9 adequacy, and reasonableness of any proposed settlement, THE COURT HEREBY
10 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 The parties previously stipulated to, and the Court entered an order on October
12 13, 2022 (as amended by the Order dated June 3, 2024) certifying the "Class" in this
13 case as follows:

14 • **LWO Class:** All employees of Host who worked at Los Angeles
15 International Airport ("LAX") from January 1, 2018 through July 1, 2019, were
16 members of the bargaining unit represented by UNITE HERE Local 11, and who
17 received less than the cash wage portion of the cash wage with health benefits amount
18 under section 10.37.2(a)(2)(1) of the LWO (i.e., less than \$12.08 from January 1, 2018
19 through June 30, 2018 and less than \$13.75 from July 1, 2018 through July 1, 2019).

20 • **Vacation Time Class:** All employees of Host who worked at LAX and
21 were members of the bargaining unit represented by UNITE HERE Local 11 and who
22 were laid off or "furloughed" in March-April 2020 and were not paid out accrued but
23 unused vacation at the time of the layoff/furlough.

24 • **Waiting Time Penalties Class:** Any member of the LWO Class and/or
25 Vacation Time Class who was laid off or "furloughed" in March-April 2020.

26 Pursuant to the Settlement Agreement, the Settlement Class consists of Class
27 members who fall within these definitions.

The Court finds, on a preliminary basis, that the Settlement Agreement, incorporated in full by this reference and made a part of this Order of Preliminary Approval, appears to be for an amount that is within the range of reasonableness of a settlement that ultimately could be given final approval by this Court. The Court notes that Defendant Host International, Inc. (“Defendant”) has agreed to pay the Maximum Settlement Amount of One Million Seven Hundred Seventy Five Thousand Dollars (\$1,775,000.00), which shall be distributed among the Settlement Class, the Settlement Class Representatives, Settlement Class Counsel, the Settlement Administrator, the PAGA Group, and the California Labor & Workforce Development Agency, in full satisfaction of the claims as more specifically described in the Settlement Agreement.¹

It further appears to the Court, on a preliminary basis, that the Settlement is fair and reasonable to the Settlement Class when balanced against the probable outcome of further litigation, of liability and damages issues, and potential appeals of rulings. It also appears that settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation.

It further appears to the Court that significant formal and informal discovery, investigation, research, and litigation has been conducted such that counsel for the parties at this time are able to evaluate their respective positions reasonably. It also appears that the proposed Settlement has been reached as the result of intensive, informed, and non-collusive negotiations between the parties.

ACCORDINGLY, GOOD CAUSE APPEARING THEREFOR, THE MOTION FOR ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, PURSUANT TO THE TERMS AND CONDITIONS CONTAINED IN THE SETTLEMENT AGREEMENT.

¹ Except as otherwise noted, the defined terms used in this Order shall have the same meaning as set forth in the parties’ Class Action Settlement Agreement.

The Court finds, on a preliminary basis, that Plaintiffs and Plaintiffs’ attorneys have fairly represented and protected the interests of the Settlement Class.

It further appears to the Court, on a preliminary basis, that Plaintiffs’ attorneys are experienced and capable of fairly and competently representing the interests of the Class.

It further appears to the Court that Phoenix Settlement Administrators is qualified to serve as the Settlement Administrator for purposes of this Settlement.

ACCORDINGLY, GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED AS FOLLOWS:

The Court hereby appoints Plaintiffs Debra Lewis and Marlene Mendoza as representatives of the Settlement Class (the “Settlement Class Representatives”);

The Court hereby appoints the following attorneys as counsel for the Settlement Class (“Settlement Class Counsel”):

Lauren Teukolsky
TEUKOLSKY LAW, APC
 595 E. Colorado Blvd., Ste. 418
 Pasadena, CA 91101

Joshua F. Young
GILBERT & SACKMAN
 800 Wilshire Boulevard, Suite 1410
 Los Angeles, CA 90017

Jeremy Blasi
UNITE HERE LOCAL 11
 464 Lucas Ave. #201
 Los Angeles, CA 90017

The Court hereby appoints Phoenix Settlement Administrators as the settlement administrator for purposes of this Settlement (the “Settlement Administrator”).

1 The Court finds, on a preliminary basis, that an award of attorneys' fees to
2 Settlement Class Counsel of twenty-five percent (25%) of the \$1,775,000.00 Maximum
3 Settlement Amount is fair, reasonable, and justified given the time and effort Settlement
4 Class Counsel has expended pursuing the Settlement Class's claims, as well as the
5 substantial benefit conferred upon the Settlement Class as a result of such time and
6 effort.

7 It further appears to the Court, on a preliminary basis, that reimbursement of
8 Settlement Class Counsel's costs and expenses in an amount not to exceed \$40,000.00
9 is fair, reasonable, and justified, subject to Settlement Class Counsel presenting at the
10 Final Approval Hearing evidence of the nature and amount of expenses actually
11 incurred and claimed.

12 It further appears to the Court, on a preliminary basis, that a service award of
13 \$10,000.00 each to the Settlement Class Representatives is fair, reasonable, and
14 justified given the amount of time and effort they each have expended during the course
15 of the litigation.

16 ACCORDINGLY, GOOD CAUSE APPEARING THEREFOR, THE COURT
17 PRELIMINARILY APPROVES THE APPLICATION BY SETTLEMENT CLASS
18 COUNSEL FOR ATTORNEYS' FEES AND COSTS AND FOR THE SERVICE
19 AWARDS TO THE SETTLEMENT CLASS REPRESENTATIVES.

20 The Court finds that the Notice adequately advises of the pendency of the Class
21 Action and of the proposed Settlement, of preliminary Court approval of the proposed
22 Settlement, opt-out timing and procedures, objection timing and procedures, and of the
23 Final Approval Hearing. These documents fairly and adequately advise Settlement
24 Class members of the terms of the proposed Settlement and the benefits available to
25 Settlement Class members thereunder, as well as their right to exclude themselves from
26 the Settlement and procedures for doing so, and of the right of Settlement Class
27 members to file documentation in support of or in opposition to the proposed
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1 Settlement, and their right to appear at the Final Approval Hearing; the Court further
2 finds that the Notice clearly comports with all constitutional requirements, including
3 those of due process.

4 ACCORDINGLY, GOOD CAUSE APPEARING THEREFOR, THE COURT
5 HEREBY APPROVES THE PROPOSED NOTICE TO CLASS MEMBERS.

6 The mailing to the present and/or last known addresses of the Settlement Class
7 members constitutes an effective method of notifying Settlement Class members of
8 their rights with respect to the Class Action and Settlement.

9 ACCORDINGLY, GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY
10 ORDERED AS FOLLOWS:

11 On or before _____, 2024 (30 calendar days after entry of Preliminary
12 Approval), Defendant will provide the Settlement Class members' information to the
13 Settlement Administrator to the extent Defendant has not already done so;

14 On or before _____, 2024 (21 days after receiving the Settlement Class
15 members' Information), the Settlement Administrator shall mail the appropriate Notice
16 to each member of the Settlement Class; and

17 All mailings shall be made to the present and/or last known mailing address of
18 the Settlement Class members based on Defendant's records, as well as addresses that
19 may be located by the Settlement Administrator, who will conduct standard address
20 searches in cases of returned mail. The Court finds that the mailing of notices to Class
21 Members as set forth in this paragraph is the best means practicable by which to reach
22 Class Members and is reasonable and adequate pursuant to all constitutional and
23 statutory requirements including all due process requirements.

24 IT IS FURTHER ORDERED that to be considered valid and timely any:

25 Request for Exclusion must be submitted, either by mail or by the website
26 established by the Settlement Agreement, to the Settlement Administrator within 45
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days, unless those deadlines are extended as a result of a re-mailing pursuant to a skip trace, as set forth in the Settlement Agreement; and

Objections, including objections to Settlement Class Counsel’s attorneys’ fee request, must be filed with the Court and served on Settlement Class Counsel and on counsel for Defendant 30 days prior to the Final Approval Hearing.

Given the Court’s preliminary approval of the Settlement at this time, IT IS FURTHER ORDERED THAT Defendant shall, if it has not already done so, provide notice of this Class Action Settlement to the Attorney General of the United States, the California Attorney General, and any other state attorneys general where Class Members reside within 10 days of the date of this Order, in accordance with the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the undersigned on _____, 2024 at _____ a.m. in Courtroom 10B of the First Street Courthouse, located at 350 W. First Street, Los Angeles, CA 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the application of Settlement Class Counsel for an award of reasonable attorneys’ fees, litigation expenses, incentive awards, and for costs of claims administration incurred.

IT IS FURTHER ORDERED that pending final determination of whether this proposed Settlement should be granted final approval, no Settlement Class member, either directly or representatively, or in any other capacity, shall commence or prosecute any action or proceeding asserting any of the Settlement Class members’ Released Claims, as defined in the Settlement Agreement, against Defendant in any court or tribunal.

IT IS FURTHER ORDERED that any party to this case, including Settlement Class members, may appear at the Final Approval Hearing in person or by counsel, and may be heard to the extent allowed by the Court, in support of or in opposition to the

1 settlement, to inform the Court's determination of the good faith, fairness,
2 reasonableness and adequacy of the proposed Settlement, the requested attorneys' fees
3 and litigation expenses, and any Order of Final Approval and Judgment regarding such
4 Settlement, fees and expenses; provided, however, that no person, except Settlement
5 Class Counsel and counsel for Defendant, shall be heard in opposition to such matters
6 unless such person has complied with the conditions set forth in the Notice of Class
7 Action Settlement, which conditions are incorporated herein.

8 IT IS FURTHER ORDERED that if, for any reason, the Court does not execute
9 and file an Order of Final Approval, or if the Settlement Agreement is not fully executed
10 for any reason whatsoever, the proposed Settlement Agreement and all evidence and
11 proceedings had in connection therewith, shall be without prejudice to the *status quo*
12 *ante* rights of the parties to the litigation as more specifically set forth in the Settlement
13 Agreement.

14 IT IS FURTHER ORDERED that, pending further order of this Court, all
15 proceedings in this matter except those contemplated herein and in the Settlement
16 Agreement are stayed.

17 IT IS FURTHER ORDERED that the Court will consider the fairness and
18 adequacy of the proposed settlement of the claim brought pursuant to the California
19 Labor Code Private Attorneys' General Act of 2004, Cal. Lab. Code §2698, *et seq.*
20 ("PAGA"), at the Final Approval Hearing, but finds on a preliminary basis that the
21 Settlement Agreement's allocation of settlement funds to the PAGA claim is fair and
22 adequate.

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1 The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time-to-time without further notice to the Settlement Class Members.

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4 **IT IS SO ORDERED.**

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7 DATED: _____

8 John A. Kronstadt
9 UNITED STATES DISTRICT COURT JUDGE
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EXHIBIT C

INDIVIDUAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Individual Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Plaintiff Debra Lewis (“Plaintiff”), on the one hand, and Host International, Inc. (“Defendant”), on the other hand, and is effective upon its execution by all Parties hereto. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

I.

RECITALS

WHEREAS, Plaintiff and Defendant are parties to *Debra Lewis, et al. v. Host International, Inc.*, C.D. Cal. Case No. 2:21-CV-00075-JAK-SK (the “Lawsuit”), pending in the United States District Court for the Central District of California (the “Court”);

WHEREAS, the Parties prepared for and engaged in formal mediation on May 13, 2024;

WHEREAS, Defendant, Plaintiff, and Plaintiff’s Counsel were able to reach an agreement on a settlement for the class claims;

WHEREAS, the terms of settlement of the class claims are set forth in a Class Action Settlement Agreement; and

WHEREAS, as a part of the Class Action Settlement Agreement, Plaintiff agreed to execute a separate individual release of her claims;

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Class Action Settlement Agreement, and for good consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

II.

AGREEMENT

1. Plaintiff’s Release and Waiver of All Individual Claims. In exchange for the consideration provided in the Class Action Settlement Agreement, Plaintiff agrees to settle, release and waive any and all claims she has or may have against Defendant and each of its respective past, present and future owners, stockholders, parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the “Released Parties”) for anything that has occurred up to the date of execution of this Agreement, including but not limited to, any and all claims resulting from Plaintiff’s employment with Defendant, and all “Released Claims,” as that term is defined in the Class Action Settlement Agreement. This includes all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,

whether known or unknown, whether in tort, contract, statute, rule, ordinance, order, regulation, or otherwise, including, without limitation, any claims arising under or based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*; 42 U.S.C. § 1981; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, *et seq.*; the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; the Fair Credit Reporting Act, 15 U.S.C. § 168, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the California Fair Employment and Housing Act (“FEHA”), California Government Code §12940, *et seq.*; the California Moore-Brown-Roberti Family Rights Act, California Government Code § 12945.1, *et seq.*; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Labor Code; the California Private Attorneys General Act of 2004 (“PAGA”) codified in California Labor Code § 2698, *et seq.*; California Business and Professions Code § 17200, *et seq.*; the California Industrial Welfare Commission Wage Orders; any federal or state constitutions; any and all claims pursuant to federal, state or local statute or ordinance; any and all claims pursuant to contract, quasi contract, common law or tort; and claims that are known or unknown, suspected or unsuspected, concealed or hidden, or whether developed or undeveloped, up through the date of Plaintiff’s execution of this Agreement.

2. Release of Rights and Claims Under the Age Discrimination in Employment Act. The following provisions apply notwithstanding anything to the contrary otherwise provided in this Agreement. Plaintiff acknowledges that she has been informed, pursuant to the Older Workers Benefit Protection Act of 1990, as follows:

- a. In exchange for the consideration provided as part of the Class Action Settlement Agreement, including the Service Award, Plaintiff specifically waives all existing rights and claims she may have against the Released Parties under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.* This waiver does not extend to rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed;
- b. Plaintiff has consulted with her attorney before signing this Agreement;
- c. Plaintiff has been given twenty-one (21) days within which to consider this agreement. Plaintiff knowingly and voluntarily waives the remainder of the 21-day consideration period, if any, following the date she signs this Agreement below. Plaintiff agrees that she has not been asked by Defendant to shorten her time-period for consideration of whether to sign this Agreement. Plaintiff agrees that Defendant has not threatened to withdraw or alter the benefits due to Plaintiff prior to the expiration of the 21-day period nor has Defendant provided different terms to Plaintiff because she has decided to sign this Agreement prior to the expiration of the 21-day consideration period. The parties agree that any modifications, material or otherwise, made to this Agreement, do not restart or affect in any manner this original 21-day consideration period;
- d. Plaintiff may, for a period of seven (7) days following the execution of this Agreement, revoke this Agreement and the Agreement will not be considered

effective until the revocation period has passed. Revocation must be made by delivering a written notice of revocation to Defendant's Counsel. For this revocation to be effective, written notice must be postmarked or it must be received electronically no later than 11:59 p.m. Pacific Standard Time on the seventh day after Plaintiff signs this Agreement;

- e. This Agreement is written in a manner in which Plaintiff fully understands and Plaintiff enters into this Agreement knowingly and voluntarily; and
- f. Plaintiff acknowledges that the consideration she is receiving as part of the Class Action Settlement Agreement, including the Service Award, constitutes independent consideration for this waiver under the Age Discrimination in Employment Act and is in addition to any consideration to which she is otherwise entitled.

3. California Civil Code Section 1542 Waiver. Plaintiff stipulates and agrees that, upon the Execution Date (defined below), she shall be deemed to 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 that purports to limit the scope of a general release. Section 1542 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 RELEASED PARTY.

4. Rescission of Agreement. Should the Class Action Settlement Agreement not be granted final approval for any reason whatsoever, or should Plaintiff not receive any service award as part of the Class Action Settlement, this Agreement shall be null and void.

5. No Admission of Liability. The Parties acknowledge and agree that this Agreement is a compromise and settlement of each Party's disputed claims and/or defenses and that neither the execution nor the terms hereof may be construed as an admission of liability on the part of any Party with respect to the disputed matters. Plaintiff agrees, promises, and covenants that she will not make statements inconsistent with the no admission of liability clause or portray the settlement as a "win" for Plaintiffs or the union or a loss by Defendant.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consent to Jurisdiction and Forum Selection. The Parties acknowledge and agree that any action or proceeding arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Los Angeles, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties

with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

8. Incorporation of Class Action Settlement Agreement. The Class Action Settlement Agreement is hereby incorporated by reference as though set forth fully herein and is a material part of this Agreement.

9. Entire Agreement. This Agreement, and the Class Action Settlement Agreement incorporated herein, constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties. The Parties and each of them acknowledge that no representations, inducements, promises, agreements or warranties have been made to them or by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance upon any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including but not limited to any purported supplements, modifications, waivers or terminations of this Agreement, shall be valid or binding unless executed in writing by each of the Parties to this Agreement.

10. Agreement to Be Construed Fairly. This Agreement is to be construed fairly and not in favor of or against either Party, regardless of which Party drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

11. No Assignment. Plaintiff represents and warrants that: (a) there has been no assignment or other transfer of any interest in the claims which she has or may have that are being released herein, and Plaintiff shall indemnify, hold harmless, and defend Defendant from any liability, claims, demands, damages, costs, expenses and reasonable outside attorneys' fees incurred by Defendant as a result of any such assignment or transfer contrary to the foregoing representation; and (b) Plaintiff owns all claims, demands, and causes of action which Plaintiff releases by this Agreement, which release is free and clear from all liens, claims, and encumbrances.

12. Authority to Enter into Agreement. Each of the Parties represents and warrants that any person executing this Agreement on her/its behalf has the full right and authority to enter into this Agreement on behalf of said Party, and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement. Each of the persons signing this Agreement on behalf of the Parties hereto makes the same warranties referred to herein.

13. Successors and Assigns. The terms of this Agreement shall be binding upon the Parties and their agents, employees, successors, assigns and insurers.

14. Consultation with Counsel. Each of the Parties to the Agreement represents and warrants that this Agreement has been voluntarily and knowingly executed by the Parties after having had the opportunity to consult with legal counsel. The Parties declare that they know and understand the contents of this Agreement, and that they have executed it voluntarily.

15. Headings. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement or any provision of it.

16. Severability. If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one in the same instrument, and will be effective upon execution by all Parties. Facsimile signatures shall be deemed original signatures for all purposes.

18. Notice. Any notices required under this Agreement shall be served upon the Parties via U.S. Mail as follows:

Plaintiff's Counsel/Class Counsel:

Lauren Teukolsky
TEUKOLSKY LAW, APC
595 E. Colorado Blvd., Ste. 418
Pasadena, CA 91101

Joshua F. Young
GILBERT & SACKMAN
800 Wilshire Boulevard, Suite 1410
Los Angeles, CA 90017

Jeremy Blasi
UNITE HERE LOCAL 11
464 Lucas Ave. #201
Los Angeles, CA 90017

Defendant's Counsel:

Emily Burkhardt Vicente
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

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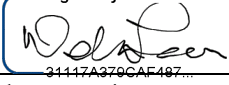
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19. Execution Date. The terms of this Agreement as between the Parties are binding upon Final Approval of the Class Action Settlement Agreement. The Parties have executed this Agreement as of the last date set forth below.

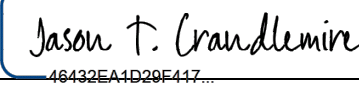
Plaintiff Debra Lewis

Dated: 8/21/2024

Signed by:

31117A279CAF487...
Debra Lewis

Defendant Host International, Inc.

Dated: August 23, 2024 | 9:50 AM EDT

Signed by:

46432EA1D28F417...
By _____

INDIVIDUAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Individual Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Plaintiff Marlene Mendoza (“Plaintiff”), on the one hand, and Host International, Inc. (“Defendant”), on the other hand, and is effective upon its execution by all Parties hereto. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

I.

RECITALS

WHEREAS, Plaintiff and Defendant are parties to *Debra Lewis, et al. v. Host International, Inc.*, C.D. Cal. Case No. 2:21-CV-00075-JAK-SK (the “Lawsuit”), pending in the United States District Court for the Central District of California (the “Court”);

WHEREAS, the Parties prepared for and engaged in formal mediation on May 13, 2024;

WHEREAS, Defendant, Plaintiff, and Plaintiff’s Counsel were able to reach an agreement on a settlement for the class claims;

WHEREAS, the terms of settlement of the class claims are set forth in a Class Action Settlement Agreement; and

WHEREAS, as a part of the Class Action Settlement Agreement, Plaintiff agreed to execute a separate individual release of her claims;

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Class Action Settlement Agreement, and for good consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

II.

AGREEMENT

1. **Plaintiff’s Release and Waiver of All Individual Claims.** In exchange for the consideration provided in the Class Action Settlement Agreement, Plaintiff agrees to settle, release and waive any and all claims she has or may have against Defendant and each of its respective past, present and future owners, stockholders, parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the “Released Parties”) for anything that has occurred up to the date of execution of this Agreement, including but not limited to, any and all claims resulting from Plaintiff’s employment with Defendant, and all “Released Claims,” as that term is defined in the Class Action Settlement Agreement. This includes all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,

whether known or unknown, whether in tort, contract, statute, rule, ordinance, order, regulation, or otherwise, including, without limitation, any claims arising under or based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*; 42 U.S.C. § 1981; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, *et seq.*; the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; the Fair Credit Reporting Act, 15 U.S.C. § 168, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the California Fair Employment and Housing Act (“FEHA”), California Government Code §12940, *et seq.*; the California Moore-Brown-Roberti Family Rights Act, California Government Code § 12945.1, *et seq.*; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Labor Code; the California Private Attorneys General Act of 2004 (“PAGA”) codified in California Labor Code § 2698, *et seq.*; California Business and Professions Code § 17200, *et seq.*; the California Industrial Welfare Commission Wage Orders; any federal or state constitutions; any and all claims pursuant to federal, state or local statute or ordinance; any and all claims pursuant to contract, quasi contract, common law or tort; and claims that are known or unknown, suspected or unsuspected, concealed or hidden, or whether developed or undeveloped, up through the date of Plaintiff’s execution of this Agreement.

2. Release of Rights and Claims Under the Age Discrimination in Employment Act. The following provisions apply notwithstanding anything to the contrary otherwise provided in this Agreement. Plaintiff acknowledges that she has been informed, pursuant to the Older Workers Benefit Protection Act of 1990, as follows:

- a. In exchange for the consideration provided as part of the Class Action Settlement Agreement, including the Service Award, Plaintiff specifically waives all existing rights and claims she may have against the Released Parties under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.* This waiver does not extend to rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed;
- b. Plaintiff has consulted with her attorney before signing this Agreement;
- c. Plaintiff has been given twenty-one (21) days within which to consider this agreement. Plaintiff knowingly and voluntarily waives the remainder of the 21-day consideration period, if any, following the date she signs this Agreement below. Plaintiff agrees that she has not been asked by Defendant to shorten her time-period for consideration of whether to sign this Agreement. Plaintiff agrees that Defendant has not threatened to withdraw or alter the benefits due to Plaintiff prior to the expiration of the 21-day period nor has Defendant provided different terms to Plaintiff because she has decided to sign this Agreement prior to the expiration of the 21-day consideration period. The parties agree that any modifications, material or otherwise, made to this Agreement, do not restart or affect in any manner this original 21-day consideration period;
- d. Plaintiff may, for a period of seven (7) days following the execution of this Agreement, revoke this Agreement and the Agreement will not be considered

effective until the revocation period has passed. Revocation must be made by delivering a written notice of revocation to Defendant's Counsel. For this revocation to be effective, written notice must be postmarked or it must be received electronically no later than 11:59 p.m. Pacific Standard Time on the seventh day after Plaintiff signs this Agreement;

- e. This Agreement is written in a manner in which Plaintiff fully understands and Plaintiff enters into this Agreement knowingly and voluntarily; and
- f. Plaintiff acknowledges that the consideration she is receiving as part of the Class Action Settlement Agreement, including the Service Award, constitutes independent consideration for this waiver under the Age Discrimination in Employment Act and is in addition to any consideration to which she is otherwise entitled.

3. California Civil Code Section 1542 Waiver. Plaintiff stipulates and agrees that, upon the Execution Date (defined below), she shall be deemed to 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 that purports to limit the scope of a general release. Section 1542 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 RELEASED PARTY.

4. Rescission of Agreement. Should the Class Action Settlement Agreement not be granted final approval for any reason whatsoever, or should Plaintiff not receive any service award as part of the Class Action Settlement, this Agreement shall be null and void.

5. No Admission of Liability. The Parties acknowledge and agree that this Agreement is a compromise and settlement of each Party's disputed claims and/or defenses and that neither the execution nor the terms hereof may be construed as an admission of liability on the part of any Party with respect to the disputed matters. Plaintiff agrees, promises, and covenants that she will not make statements inconsistent with the no admission of liability clause or portray the settlement as a "win" for Plaintiffs or the union or a loss by Defendant.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consent to Jurisdiction and Forum Selection. The Parties acknowledge and agree that any action or proceeding arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Los Angeles, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties

with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

8. Incorporation of Class Action Settlement Agreement. The Class Action Settlement Agreement is hereby incorporated by reference as though set forth fully herein and is a material part of this Agreement.

9. Entire Agreement. This Agreement, and the Class Action Settlement Agreement incorporated herein, constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties. The Parties and each of them acknowledge that no representations, inducements, promises, agreements or warranties have been made to them or by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance upon any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including but not limited to any purported supplements, modifications, waivers or terminations of this Agreement, shall be valid or binding unless executed in writing by each of the Parties to this Agreement.

10. Agreement to Be Construed Fairly. This Agreement is to be construed fairly and not in favor of or against either Party, regardless of which Party drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

11. No Assignment. Plaintiff represents and warrants that: (a) there has been no assignment or other transfer of any interest in the claims which she has or may have that are being released herein, and Plaintiff shall indemnify, hold harmless, and defend Defendant from any liability, claims, demands, damages, costs, expenses and reasonable outside attorneys' fees incurred by Defendant as a result of any such assignment or transfer contrary to the foregoing representation; and (b) Plaintiff owns all claims, demands, and causes of action which Plaintiff releases by this Agreement, which release is free and clear from all liens, claims, and encumbrances.

12. Authority to Enter into Agreement. Each of the Parties represents and warrants that any person executing this Agreement on her/its behalf has the full right and authority to enter into this Agreement on behalf of said Party, and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement. Each of the persons signing this Agreement on behalf of the Parties hereto makes the same warranties referred to herein.

13. Successors and Assigns. The terms of this Agreement shall be binding upon the Parties and their agents, employees, successors, assigns and insurers.

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18. Notice. Any notices required under this Agreement shall be served upon the Parties via U.S. Mail as follows:

Plaintiff's Counsel/Class Counsel:

Lauren Teukolsky
TEUKOLSKY LAW, APC
595 E. Colorado Blvd., Ste. 418
Pasadena, CA 91101

Joshua F. Young
GILBERT & SACKMAN
800 Wilshire Boulevard, Suite 1410
Los Angeles, CA 90017

Jeremy Blasi
UNITE HERE LOCAL 11
464 Lucas Ave. #201
Los Angeles, CA 90017

Defendant's Counsel:

Emily Burkhardt Vicente
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

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19. Execution Date. The terms of this Agreement as between the Parties are binding upon Final Approval of the Class Action Settlement Agreement. The Parties have executed this Agreement as of the last date set forth below.

Plaintiff Marlene Mendoza

Dated: 8/16/2024

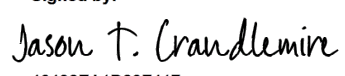
DocuSigned by:

7760A149D3A7456...

Marlene Mendoza

Defendant Host International, Inc.

Dated: August 23, 2024 | 9:48 AM EDT

Signed by:

40432EA1D29F417...
By _____