

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiffs America Vasquez, Dina Ventura, and Sonia Buenrostro, (collectively “Plaintiffs”) and Defendant Westchase Mini Suites, LLC (“Defendant”) hereby enter into the following PAGA Settlement and Release Agreement (“Agreement”). Plaintiffs and Defendant shall collectively be referred to herein as the “Parties”.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging PAGA violations against Defendant Westchase Mini Suites, LLC bearing case no. 56-2021-00549314-CU-WT-VTA initiated on January 4, 2021 and pending in Superior Court of the State of California, County of Ventura.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” or “Aggrieved Employees” means a non-exempt person employed by Westchase Mini Suits, LLC dba Best Western Plus Thousand Oaks Inn in California who worked during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Westchase’s possession including the Aggrieved Employee’s name, last-known mailing address, last four digits of Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.6. “Approval” means the Court’s order granting approval of the PAGA Settlement.
- 1.7. “Approval Hearing” means the Court’s hearing on the Motion for Approval of the PAGA Settlement.
- 1.8. “Court means the Superior Court of California, County of Ventura.
- 1.9. “Defense Counsel” means Michael C. Murphy, Jr., Esq.

- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.11. “Gross Settlement Amount” \$75,000 which is the total amount Westchase agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and the Administrator’s Expenses.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Ramin R. Younessi and Samantha L. Ortiz of the Law Offices of Ramin R. Younessi, APLC.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Westchase for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from November 1, 2019 to January 1, 2025.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiffs’ October 20, 2020 letter to Westchase and the LWDA providing notice of the anticipated PAGA lawsuit pursuant to Labor Code section

2699.3, subd.(a).

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,950.00) and the 75% to LWDA (\$32,850.00) in settlement of PAGA claims.
- 1.24. “Plaintiffs” means Dina Ventura, Sonia Buenrostro, and America Vasquez, the named plaintiffs in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by Aggrieved Employees, Plaintiffs and PAGA Counsel as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Westchase and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Westchase” means Defendant Westchase Mini Suites, LLC dba Best Western Plus Thousand Oaks Inn.

2. RECITALS.

- 2.1. On January 4, 2021, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Westchase for violations of the Labor Code, including failure to pay wages, failure to provide meal and rest periods, failure to provide itemized wage and hour statements, waiting time penalties, failure to provide one day of rest for every workweek, PAGA penalties, unfair competition, and including alleged violations of Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197. On July 20, 2023, Plaintiffs filed a First Amended Complaint alleging the same causes of action against Westchase. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Westchase denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Westchase and the LWDA by sending the PAGA Notice.
- 2.3. On November 4, 2024, the Parties participated in an all-day mediation presided over by the Honorable Gregory Keosian which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through formal discovery and through notices to aggrieved employees pursuant to *Belaire-West Landscaping, Inc. v. Sup. Ct.*, (2007) 149 Cal.App.4th 554, documents, testimony and information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval and this PAGA

Settlement.

- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement with the exception of those claims presented in *Martinez Castano v. Westchase Mini Suites, LLC dba Best Western Plus Thousand Oaks*, Case No. 56-2023-00574462-CU-OE-VTA, which are being dismissed without prejudice prior to the Court's Approval of this PAGA Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided below, Westchase promises to pay \$75,000.00 and no more as the Gross Settlement Amount. Westchase has no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Westchase.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

3.2.1. To Plaintiffs: Plaintiffs hereby waive any and all representative service payments that might otherwise be paid to each of them and instead will only receive their Individual PAGA Payments like any other Aggrieved Employee.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$24,750.00 and PAGA Counsel Litigation Expenses Payment of not more than \$2,500.00. Westchase will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will apply for these payments in the Motion for Approval of PAGA Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Westchase harmless and indemnifies Westchase from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,950.00 except for a showing of good cause and as approved by the Court. To the

extent the Administration Expenses are less or the Court approves payment less than \$3,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$43,800.00 to be paid from the Gross Settlement Amount, with 75% (\$32,850.00) allocated to the LWDA PAGA Payment and 25% (\$10,950.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,950.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Westchase estimates there are approximately 110 Aggrieved Employees who worked a total of 4,800 PAGA Pay Periods.

4.2. Aggrieved Employee Data. No later than 15 days after the Court grants Preliminary Approval of the Settlement, Westchase will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet to the extent that the Microsoft Excel spreadsheet exists and if not, PDF copies will be provided based on the Aggrieved Employee Data. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Westchase has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Aggrieved Employee Data omitted identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Westchase must send the Aggrieved Employee Data to the Administrator, the parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Westchase shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Westchase funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede the disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Aggrieved Employees (including those for whom notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including those who qualify as Aggrieved Employees (including those for whom notice was returned undelivered). The Administrator may send a single check combining the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, PAGA Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the California Controller's Unclaimed Property Fund.

4.4.4. The payment of Individual PAGA Payments shall not obligate Westchase to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this

Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Westchase fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft of the proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid from the Administrator for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement no later than 30 days after the full execution of this Agreement and if necessary, obtaining a prompt hearing date for the Motion for Approval and appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement with the exception of those claims presented in *Martinez Castano v. Westchase Mini Suites, LLC dba Best Western Plus Thousand Oaks*, Case No. 56-2023-00574462-CU-OE-VTA, which are being dismissed without prejudice prior to the Court's Approval of this PAGA Settlement.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Approval of this Settlement or conditions its Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses.

The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES:** Based on its records, Westchase estimates that, as of the date of this Settlement Agreement, there are approximately 110 Aggrieved Employees who worked 4,800 Pay Periods during the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure section 664.6 over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. **WAIVER OF RIGHT TO APPEAL.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their responsive counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Westchase that any of the allegations in the Operative Complaint have merit or that Westchase has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Westchase’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement

only. If, for any reason the Court does not grant Approval of this Settlement, Westchase reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Westchase's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement)

- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Westchase, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Westchase nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will

be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Westchase in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to pay out all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Westchase unless, prior to the Administrator's payment of all Settlement Funds, Westchase makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Ramin R. Younessi, Esq. (ryounessi@younessilaw.com)
Samantha L. Ortiz, Esq. (sortiz@younessilaw.com)
Law Offices of Ramin R. Younessi, APLC
3435 Wilshire Blvd., Ste. 2200
Los Angeles, CA 90010
Phone: (213) 480-6200

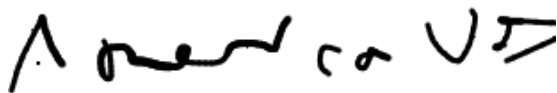
To Westchase:

Michael Murphy, Jr., Esq. (michael.jr@murphlaw.net)
Law Offices of Michael C. Murphy
2625 Townsgate Road, Ste. 330
Westlake Village, CA 91361
Phone: (818) 558-3718

11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

READ, ACCEPTED, & APPROVED:

By: 

Plaintiff, America Vasquez

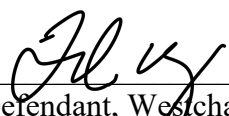
Dated: July 24, 2025

By: _____
Plaintiff, Dina Ventura

Dated: July _____, 2025

By: _____
Plaintiff, Sonia Buenrostro

Dated: July _____, 2025

By: 

Defendant, Westchase Mini Suites, LLC
Felix Wang, authorized representative

Dated: July 18, 2025

To Westchase:

Michael Murphy, Jr., Esq. (michael.jr@murphlaw.net)
Law Offices of Michael C. Murphy
2625 Townsgate Road, Ste. 330
Westlake Village, CA 91361
Phone: (818) 558-3718

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READ, ACCEPTED, & APPROVED:

By: _____
Plaintiff, America Vasquez

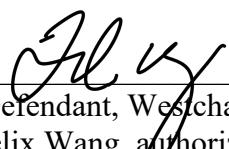
Dated: July _____, 2025

By:  _____
Plaintiff, Dina Ventura

Dated: July 29, 2025

By: _____
Plaintiff, Sonia Buenrostro

Dated: July _____, 2025

By:  _____
Defendant, Westchase Mini Suites, LLC
Felix Wang, authorized representative

Dated: July 18, 2025

To Westchase:

Michael Murphy, Jr., Esq. (michael.jr@murphlaw.net)
Law Offices of Michael C. Murphy
2625 Townsgate Road, Ste. 330
Westlake Village, CA 91361
Phone: (818) 558-3718

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READ, ACCEPTED, & APPROVED:

By: _____
Plaintiff, America Vasquez

Dated: July _____, 2025

By: _____
Plaintiff, Dina Ventura

Dated: July _____, 2025

By: Sonia Buenrostro
Plaintiff, Sonia Buenrostro

Dated: July 23, 2025

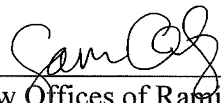
By: Felix Wang
Defendant, Westchase Mini Suites, LLC
Felix Wang, authorized representative

Dated: July 18, 2025

APPROVED AS TO FORM:

By: 
The Law Offices of Michael C. Murphy
Michael C. Murphy, Jr., Esq.,
Attorney for Defendant,
Westchase Mini Suites, LLC

Dated: July 23, 2025

By: 
Law Offices of Ramin R. Younessi, APC
Samantha Ortiz, Esq.
Attorney for Plaintiffs,
America Vasquez, Dina Ventura, and Senia Buenrostro

Dated: July 29, 2025