

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Plaintiffs Matilda Brooks, Stephen Ball, and Angelina Mojica (each a “Plaintiff,” and together, “Plaintiffs”), on behalf of themselves and, where applicable, Class Members and Aggrieved Employees (as those terms are defined below), and Defendants Hersha Hospitality Management, L.P. (“HHM”) and LL GP, LLC (“LL GP”) (together, “Defendants”), hereby enter into this Class Action and PAGA Settlement Agreement (the “Agreement”) as follows:

I. DEFINITIONS

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

- A. “Administrator” or “Settlement Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral third-party entity the Parties have agreed to appoint to administer the Settlement subject to Court approval.
- B. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.
- C. “Aggrieved Employees” means all persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties providing workers to Defendants in hourly or non-exempt positions in California at any time during the PAGA Period.
- D. “Brooks Payment” means the payment of \$30,000, subject to all applicable taxes and withholdings, to Plaintiff Brooks after and in exchange for a separate general release and waiver agreement of all claims asserted in the Brooks FEHA Lawsuit, attached as Exhibit D, all claims that could have been asserted in the Brooks FEHA Lawsuit, and any and all claims she might have, whether known or unknown, asserted against the Released Parties.
- E. “Class Counsel” means Larry Lee and Simon Yang of Diversity Law Group, P.C.; B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston; Shaun Setareh, Jose Patino, and Tyson Gibb of Setareh Law Group; Steven H. Kuhn of The Law Firm of Steven H. Kuhn; and Mark B. Plummer of Law Offices of Mark B. Plummer, PC
- F. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and costs, respectively, as and to the extent approved by the Court.
- G. “Class Data” or “Class and Aggrieved Employee Data” means the following identifying information for each Labor Code Class Member, Aggrieved Employee, and FCRA Class Member, if and as it exists in Defendants’ possession: the name; last-known mailing address; Social Security Number; dates of hire and, if applicable, termination of employment; for Labor Code Class Members, the number of Workweeks for each member; for Aggrieved Employees, the number of PAGA Pay

Periods for each Aggrieved Employee; and for FCRA Class Members, the date of the background check performed on the employee.

- H. “Class Members” means the individuals in the Labor Code Class and the FCRA Class.
- I. “Class Member Address Search” means the Administrator’s investigation and search for current Labor Code Class Members, Aggrieved Employees, and FCRA Class Members’ mailing addresses using the National Change of Address database.
- J. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation, attached as Exhibit A to this Agreement.
- K. “Class Representatives” means Matilda Brooks, Stephen Ball, and Angelina Mojica, who are the named Plaintiffs in the Lawsuits and who are seeking Court approval to serve as Class Representatives.
- L. “Consolidated Complaint” means the Second Amended Complaint that is to be filed and approved by the Court in the Brooks Class Action Lawsuit in accordance with Paragraph VIII.A herein, and which is intended to consolidate all of the claims and causes of action asserted by the Plaintiffs in the Lawsuits into the Brooks Class Action Lawsuit for purposes of this Settlement.
- M. “Court” means the Superior Court of California, County of Santa Clara.
- N. “Defendants” means Hersha Hospitality Management, L.P. and LL GP, LLC.
- O. “Defense Counsel” means Gerald L. Maatman, Jr., Jennifer A. Riley, Nick Baltaxe, and Nathan K. Norimoto of Duane Morris, LLP.
- P. “Defendant HHM” means Defendant Hersha Hospitality Management, L.P.
- Q. “Effective Date” means the later of 30 days after: (1) the Court’s final approval of the Settlement Agreement, if no objections have been lodged; (2) if an objection has been lodged, the time for an appeal has expired without the filing of any appeal; or (3) the final resolution of any appeal, writ, or challenge to the Settlement that has been lodged upholding the Settlement.
- R. “FCRA Allocated Amounts” means the portion of the Net Settlement Fund allocated to FCRA Class Members for their Individual FCRA Class Payments.
- S. “FCRA Class Members” or “FCRA Class” means all current, former, and prospective employees and applicants for employment who applied for a job with Defendants, collectively or separately, in California and on whom a background check was performed at any time during the FCRA Class Period.

- T. “FCRA Elected End Date” means the FCRA Class Period cutoff date determined by Defendants, defined in Paragraph XIII.C.
- U. “Final Approval” means entry of the Court’s order granting final approval of the Settlement and entering judgment in accordance with the terms of this Agreement.
- V. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to finally approve finally and implement the terms of this Agreement, grant final approval, and enter the Final Approval Order and Final Judgment.
- W. “Gross Settlement Fund” means Four Million Four Hundred and Twenty Thousand Dollars and Zero Cents (\$4,420,000.00), which is the maximum total amount to be paid by Defendants in connection with this Agreement. The Gross Settlement Amount will be used to pay all Service Awards, Plaintiffs’ attorneys’ fees and costs approved by the Court, all interest, all liquidated and/or multiple damages, all penalties, all payroll taxes, including all employer-side payroll taxes, the PAGA Settlement Payment, the Brooks Payment, and all costs including costs of administration of the settlement by the Settlement Administrator.
- X. “Individual Labor Code Class Payment” means the share of the Net Settlement Amount that each Labor Code Class Member receives.
- Y. “Individual FCRA Class Payment” means the share of the Net Settlement Amount that each Participating FCRA Class Member receives.
- Z. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Payment, defined in Paragraph IV.B.
- AA. “Lawsuits” collectively means the Plaintiffs’ Class Action and PAGA lawsuits alleging FCRA and wage and hour violations against Defendants and captioned: *Brooks, Matilda, et al. v. Hersha Hospitality Management, L.P.*, Case No.: 20-CV-373660 (Sup. Ct., Santa Clara Cty. Cal.) (the “Brooks Class Action Lawsuit”); *Brooks, Matilda, et al. v. Hersha Hospitality Management, L.P.*, Case No.: 20-CV-373661 (Sup. Ct., Santa Clara Cty. Cal.) (the “Brooks FCRA Lawsuit”); *Brooks, Matilda, et al. v. Hersha Hospitality Management, L.P.*, Case No.: C21-01921 (Sup. Ct., Contra Costa Cty. Cal.) (the “Brooks FEHA Lawsuit”); *Ball, Stephen, et al. v. Hersha Hospitality Management, L.P., et al.*, Case No.: 20-CV-003200 (Sup. Ct., Monterey Cty., Cal.) (the “Ball PAGA Lawsuit”); and *Angelina, Mojica, et al. v. LL GP, L.L.C., et al.*, Case No. 20-CV-370287 (Sup. Ct., Santa Clara Cty., Cal.) (the “Mojica Class Action Lawsuit”)
- BB. “Labor Code Allocated Amount” means the portion of the Net Settlement Fund allocated to Labor Code Class Members for their Individual Labor Code Class Payments.
- CC. “Labor Code Class Members” means all persons employed by Defendants collectively or separately, and/or any staffing agencies and/or any other third parties

providing workers to Defendants in hourly or non-exempt positions in California at any time during the Labor Code Class Period.

- DD. “Labor Code Class Period” means the period from September 3, 2016, through the date of Preliminary Approval, or, if applicable, the Labor Code Elected End Date.
- EE. “Labor Code Elected End Date” means the Labor Code Class Period cutoff date determined by Defendants, defined in Paragraph XIII.C.
- FF. “LWDA” refers to the California Labor & Workforce Development Agency.
- GG. “LWDA PAGA Payment” means the 75% of the PAGA Settlement Payment to be paid to the LWDA in accordance with Labor Code section 2699, subd. (i).
- HH. “Net Settlement Fund” means the amount of monies remaining from the Gross Settlement Fund after deducting the Service Awards approved by the Court, Plaintiffs’ attorneys’ fees and costs approved by the Court, payments made to the LWDA and Aggrieved Employees approved by the Court, and all Settlement Administrator costs approved by the Court.
- II. “Non-Participating Class Member” means a Labor Code Class Member and/or FCRA Class Member who opts out of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- JJ. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*
- KK. “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed worked for Defendants on at least one shift during the PAGA Period.
- LL. “PAGA Period” means the period from September 7, 2020, through the date of Preliminary Approval.
- MM. “PAGA Notice” means Plaintiff Ball’s November 20, 2020, letter to Defendant HHM and the LWDA, and Plaintiff Brooks’ November 25, 2020, letter to Defendant HHM and the LWDA, each of which was intended to provide notice pursuant to Labor Code section 2699.3, subd. (a).
- NN. “PAGA Settlement Payment” means Fifty Thousand Dollars (\$50,000), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, 75% of which is payable to the LWDA (\$37,500), and 25% of which shall be allocated among the Aggrieved Employees (\$12,500) in accordance with Paragraph IV.B.
- OO. “Participating Class Member” means Labor Code Class members and FCRA Class members who do not submit a valid and timely Request for Exclusion.

- PP. “Plaintiffs” collectively refers to Stephen Ball, Matilda Brooks, and Angelina Mojica, the named Plaintiffs in the Lawsuits.
- QQ. “Parties” collectively refers to Plaintiffs and Defendants.
- RR. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement which is attached as Exhibit B to this Agreement.
- SS. “Released Class Claims” means any and all claims that were or could have been alleged in the Lawsuits, including any and all suits, actions, causes of action, claims, or demands for unpaid wages (including overtime wages), damages, reimbursements, unpaid advances, civil and/or statutory penalties, liquidated damages, punitive damages, multiple damages, interest, attorneys’ fees, litigation costs, restitution, and/or equitable relief in any way growing out of their work for any Defendant(s) for any and all claims arising through Final Approval of the Settlement that were or could have been asserted in the Lawsuits based on or arising out of the facts alleged in the operative complaints filed in the Lawsuits, including without limitation any claims for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, FCRA violations, any claim for liquidated or multiple damages, PAGA penalties, waiting time penalties, civil penalties, restitution, interest, attorneys’ fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims, under the laws of the state of California and the United States. Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law.
- TT. “Released PAGA Claims” all claims for PAGA civil penalties that were or could have been alleged in the Lawsuits and Plaintiffs’ letters to the LWDA, including, without limitation, any and all suits, actions, causes of action, claims, or demands for PAGA penalties arising through Final Approval of the Settlement based on or arising from any and all claims that were or could have been asserted in the Lawsuits or based on or arising out of any or all of the facts alleged in any version of the complaints filed in the Lawsuits, including without limitation any claims for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, and statutory penalties based on the foregoing under PAGA (Lab. Code section 2698, *et seq.*). Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law.

- UU. “Released Claims” shall mean, collectively, the Released Class Claims and the Released PAGA Claims.
- VV. “Released Parties” shall mean (a) Defendants Hersha Hospitality Management, L.P., LL GP, LLC, Patrick Gleason, and Carlos Grande; (b) Defendants’ respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates; (c) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients (including, without limitation, owners of properties operated by Hersha Hospitality Management, L.P.), attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity which could be jointly liable with any of the foregoing.
- WW. “Request for Exclusion” means a Class Member’s timely and valid submission of a written request to be excluded from either the Labor Code Class Settlement, FCRA Class Settlement, or both the Labor Code Class Settlement and the FCRA Class Settlement, signed by the Class Member, as provided in this Agreement.
- XX. “Response Deadline” means the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement; or (b) submit an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after having been returned undeliverable to the Administrator shall have their Response Deadline extended an additional fourteen (14) days beyond the thirty (30) days otherwise provided in the Class Notice.
- YY. “Service Award” means a payment the Plaintiffs to be paid for their time and effort spent conferring with Class Counsel, pursuing the Lawsuits, in recovering wages on behalf of the Class Members and Aggrieved Employees, and in exchange for executing a General Release and Waiver.
- ZZ. “Settlement” means the resolution of the Lawsuits effected by this Agreement and the final judgment entered by the Court.
- AAA. “Settlement Class” means the Labor Code Class Members, FCRA Class Members, and Aggrieved Employees.
- BBB. “Workweek” means any week during the Class Period during which a Class Member worked for Defendants for at least one day.

II. RECITALS

- A. Plaintiff Brooks has filed three separate lawsuits against HHM.
1. On November 25, 2020, Brooks filed the Brooks Class Action Lawsuit in the Superior Court of California, County of Santa Clara alleging the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Wage Statements; (5) Failure to Timely Pay All Final Wages; and (6) Unfair Competition in Violation of California Business & Professions Code Section

17200 et seq. On June 11, 2021, Plaintiff Brooks filed a First Amended Complaint adding a seventh cause of action for penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) based on those same underlying Labor Code violations.

2. On November 25, 2020, Plaintiff Brooks filed the Brooks FCRA Lawsuit in the Superior Court of California, County of Santa Clara. In the Brooks FCRA Lawsuit, Plaintiff Brooks alleged that HHM: (1) utilized a disclosure form that violates the FCRA’s standalone disclosure requirement; and (2) failed to provide applicants with a summary of rights under the FCRA.
 3. On September 13, 2021, Plaintiff Brooks filed the Brooks FEHA Lawsuit in the Superior Court of California, County of Contra Costa alleging the following causes of action: (1) Harassment in Violation of the Fair Employment and Housing Act (“FEHA”); (2) Discrimination in Violation of FEHA; (3) Retaliation in Violation of FEHA; (4) Failure to Prevent Discrimination and Harassment in Violation of FEHA; (5) Retaliation in Violation of Labor Code section 1102.5; (6) Wrongful Termination in Violation of Public Policy; (7) Unfair Competition in Violation of California Business & Professions Code Section 17200 et seq.; (8) Intentional Infliction of Emotional Distress; and (9) Negligent Infliction of Emotional Distress.
- B. On November 25, 2020, Plaintiff Ball filed the Ball PAGA Lawsuit in the Superior Court of California, County of Monterey seeking penalties under PAGA for the following California Labor Code Violations: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Provide Accurate Wage Statements; and (4) Failure to Reimburse for Necessary Business Expenses. Plaintiff seeks penalties for “Defendants’ Labor Code violations committed against all aggrieved employees since May 31, 2019.”
- C. On September 3, 2020, Plaintiff Mojica filed the Mojica Class Action Lawsuit in the Superior Court of California, County of Santa Clara. Plaintiff Mojica alleged the following causes of action: (1) Failure to Pay Lawful Wages; (2) Failure to Provide Rest Periods; (3) Failure to Timely Pay Wages; (4) Failure to Provide Accurate Wage Statements; (5) Unfair Business Practices in Violation of California Business & Professions Code section 17200; (6) Failure to Provide Sick Leave; and (7) Failure to Ensure Employee Receives Tips.
- D. On September 11, 2023, the Parties participated in a mediation with Todd Smith, Esq., and through the mediator’s and the Parties’ efforts in mediation, the Parties reached a settlement of the Lawsuits, the terms of which have been formalized in this Agreement.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or will be construed as an admission by any Defendant that the claims in any of the Lawsuits by any of the Plaintiffs, the Class Members, or any Aggrieved Employees have merit or that any Defendant bears any

liability to Plaintiffs, the Class Members, or any Aggrieved Employees. The Parties agree to conditional certification of the Class for purposes of this Settlement only and Defendants retain all objections to class certification other than for purposes of settlement. If, for any reason, the Court does not grant Final Approval of the Settlement, the Class will no longer be conditionally certified and each Lawsuit will return back to its original state as if no settlement had been reached and this Settlement Agreement had not been entered. Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims and to class certification in the Lawsuits.

- F. Defendants specifically deny, and continue to deny, each and every claim and contention alleged in the Lawsuits and maintain that Defendants have not engaged in any unlawful acts regarding any of the matters alleged in the Lawsuits. Defendants further assert that the Lawsuits cannot manageably proceed to trial as a class or PAGA representative action.

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

III. NON-ADMISSION OF LIABILITY

- A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Lawsuits, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish class and PAGA representative actions for purposes of liability, and the relative benefits to the Class Members and Aggrieved Employees of an expeditious resolution of the Lawsuits, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Class Members and Aggrieved Employees.
- B. By entering into this Settlement, Defendants deny any liability for any of the claims in the Lawsuits, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny engaging in any unlawful or wrongful conduct against Plaintiffs, Class Members, and Aggrieved Employees. Rather, Defendants maintain they complied with, at all times, all applicable laws governing wages and hours of work for their employees and the workers in hourly or non-exempt positions that were provided to Defendants by staffing agencies and/or any other third parties.

IV. MONETARY TERMS OF THE SETTLEMENT

- A. Gross Settlement Fund: Defendants will pay no more than Four Million Four Hundred and Twenty Thousand Dollars and Zero Cents (\$4,420,000.00) in

connection with this Settlement. This amount is all-inclusive of all payments contemplated in this Settlement.

B. Payments from the Gross Settlement Fund: Subject to the terms and conditions of this Agreement, and subject to final approval by the Court, the Administrator will make the following payments out of the Gross Settlement Fund, in the amounts specified by the Court in its order granting Final Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the Settlement.

1. To Plaintiffs: Subject to the Court's approval, each Plaintiff, will receive a payment from the Gross Settlement Fund in the amount of \$10,000 for a Service Award (in addition to his or her individual pro rata settlement share of the Net Settlement Fund and PAGA Settlement Payment). Such payment is contingent upon each Plaintiff executing a general release of all claims against Defendants and/or any Released Party arising out of his or her employment, in the form attached as Exhibit C, as described in Paragraph VII.C ("General Release and Waiver"), and delivery of such executed general release to Defendants is a condition precedent to payment of the Service Award. Defendants shall not oppose each Plaintiff's application for a Service Award up to \$10,000 as stated herein consistent with applicable law, and each Plaintiff shall not seek a Service Award greater than \$10,000. The Plaintiffs, and each of them, agree to accept whatever Service Award the Court orders, even if it is less than \$10,000. If the Court approves a Service Award of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Fund. The Settlement Administrator will issue appropriate tax forms to the Plaintiffs reflecting the payments of the Service Awards. The Administrator will report any Service Award to Plaintiffs using an IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Service Award.
2. To Class Counsel: Subject to the Court's approval, the Settlement Administrator will pay to Class Counsel fees of not more than one-third (1/3) of the Gross Settlement Fund, which is currently estimated to be \$1,473,333.33, and expenses of not more than \$60,000 for their actual out-of-pocket costs and expenses. The Class Counsel Fees Payment awarded by the Court shall be apportioned in the amount of 31.875% to Diversity Law Group, P.C. and Fitzpatrick & Swanston; 53.125% to Setareh Law Group; 8.25% Law Firm of Steven H. Kuhn; and 6.75% to Law Offices of Mark B. Plummer, PC. Defendants take no position on the requests for these payments provided they do not exceed these amounts and/or exceed Class Counsel's actual costs, whichever is less, consistent with applicable law. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment not later than twenty-one (21) calendar days prior to the Final Approval Hearing. The

Plaintiffs and Class Counsel, and each of them, agree to accept whatever amounts the Court orders, even if they total less than the amounts set forth above. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. This Settlement is not contingent on the award of Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division, taxation, or sharing of any of these payments.

3. To the Administrator: Subject to the Court's approval, the Settlement Administrator will receive an Administration Expenses Payment not to exceed \$35,000 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an Administration Expenses Payment less than \$35,000, the Administrator will allocate the remainder to the Net Settlement Amount.
4. To the LWDA and Aggrieved Employees: The Settlement Administrator will pay from the Gross Settlement Fund the PAGA Settlement Payment in the amount of \$50,000, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
5. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Payment (\$12,500) 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 respective PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
6. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required.
7. To Each Participating Labor Code Class Member: The Settlement Administrator will allocate 85% of the Net Settlement Fund for the Labor Code Allocated Amount. The Settlement Administrator will divide the

Labor Code Allocated Amount by the total number of workweeks to determine a workweek value amount. Then, to determine the Individual Labor Code Class Payment for each Participating Labor Code Class Member, the Administrator will multiply the workweek value amount by the total number of workweeks worked by each Participating Labor Code Class Member during the Labor Code Class Period.

8. For tax purposes, an Individual Labor Code Class Payment issued from the Net Settlement Fund shall be treated as follows: (1) 20% shall be treated as wages, subject to applicable withholdings, for which an IRS Form W-2 will be issued; and (2) 80% will be treated as non-wages, including penalties and interest, for which the Settlement Administrator will issue an IRS Form 1099.
 9. To Each Participating FCRA Class Member: To determine the FCRA Allocated Amounts, the Settlement Administrator shall allocate the remaining portion of the Net Settlement in equal, *pro rata* shares among Participating FCRA Class Members.
 10. For tax purposes, an Individual FCRA Class Payment issued from the Net Settlement Fund shall be treated as liquidated damages and/or penalties, for which an IRS Form 1099 shall be issued.
 11. Effect of Non-Participating Labor Code Class Members and Non-Participating FCRA Class Members on Calculation of Individual Labor Code Class Payments and Individual FCRA Class Payments: Non-Participating Labor Code Class Members and Non-Participating FCRA Class Members will not receive any Individual Labor Code Class Payment or Individual FCRA Class Payment, respectively.
- C. Tax Treatment and Tax Indemnification: Participating Class Members and Aggrieved Employees, including Plaintiffs, will assume any tax obligations or consequences which may arise from this Settlement. Participating Class Members and Aggrieved Employees, including Plaintiffs, release any and all claims that they have or may have against Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Participating Class Member or Aggrieved Employee, including Plaintiffs, for his or her individual share of taxes related to any payment made under this Settlement or any compensation provided at any time by any Defendant or any of the Released Parties, each Participating Class Member or Aggrieved Employee, including Plaintiffs, shall be responsible for his or her own defense of and any payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Participating Class Member's or Aggrieved Employee's, including Plaintiffs, share of any state or federal tax obligation. Participating Class Members

and Aggrieved Employees, including Plaintiffs, agree to hold Defendants and any of the Released Parties harmless and to fully indemnify Defendants and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendants and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the IRS, the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the Participating Class Members and Aggrieved Employees, including Plaintiffs, if any, to such authority or agency as a result of the tax treatment of the payments described above. If a Participating Class Member or Aggrieved Employee has questions about any liability to any state or federal taxing authority, he or she shall contact the Settlement Administrator. The Participating Class Members and Aggrieved Employees, including Plaintiffs, shall not contact Defendants or any of the Released Parties regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

V. SETTLEMENT FUNDING

- A. Based on records kept in the ordinary course of business, Defendants' records show that Labor Code Class Members employed by Defendants worked approximately 221,000 Workweeks during the period of September 3, 2016, through September 11, 2023. The records further show that there were approximately 5,215 FCRA Class Members from November 25, 2015, through September 11, 2023.
- B. Not later than forty-five (45) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver information sufficient to identify the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. For clarity, Defendants may provide hire and termination dates from which the Administrator may calculate total Workweeks or PAGA Pay Periods in lieu of making that calculation. To protect Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Defendants and Administrator employees who need access to the Class Data to effect and perform their duties under this Agreement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members and Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with Class Counsel.
- C. Defendants shall fund a Qualified Settlement Fund with twenty-five percent (25%) of the Gross Settlement Fund within 30 days after preliminary approval of the Parties' Settlement by the Court. Defendants will fund the additional portions of the Gross Settlement Fund within 30 days after the Effective Date.

- D. Any amounts paid by Defendants, including those for Administration Expenses Payment but not used by the Administrator to make payments required by this Agreement, including by way of example in the event that Final Approval is not granted (or is reversed on appeal), shall be returned to Defendants.

VI. PAYMENTS FROM THE GROSS SETTLEMENT FUND

- A. Within fourteen (14) days after Defendants completes funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will mail checks for all Individual Labor Code Class Payments, all Individual FCRA Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Service Award, and the Brooks Payment in accordance with this Agreement.
- B. The Administrator will issue checks for the Individual Labor Code Class Payments, Individual FCRA Class Payments, and/or Individual PAGA Payments and send them to Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date,” which is one hundred and eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Labor Code Class Payments and/or Individual FCRA Class Payments to all Participating Class Members to the most updated address available to the Administrator. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including any Non-Participating Class Members who qualify as Aggrieved Employees, to the most updated address available to the Administrator. The Administrator may send Participating Class Members a single check combining the Individual Labor Code Class Payment, Individual FCRA Class Payment, and the Individual PAGA Payment.
- C. The Administrator shall deduct and withhold the employee’s share of any applicable payroll taxes from the portion of each Individual Labor Code Class Payment allocated to wages. The Settlement Administrator shall not withhold any taxes from the Individual FCRA Class Payment and Individual PAGA Payment.
- D. The Administrator shall be responsible for deducting and withholding the employer’s share of all required income, payroll, and other taxes and for remitting all necessary taxes and withholdings to the appropriate governmental agencies. The Administrator shall determine the employer’s share of payroll employment taxes on the Individual Labor Code Class Payments and shall communicate such amount to Defendants with a detailed explanation of the calculations. The Administrator shall thereafter remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis. The Administrator will issue the appropriate tax reporting documentation within the same tax year that the Settlement is paid to the Participating Class Members and Aggrieved Employees.

- E. The Administrator must conduct a Class Member Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the void date.
- F. For any Individual Labor Code Class Payment check, Individual FCRA Class Payment check, or Individual PAGA Payment check that 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 individual, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

VII. RELEASE OF CLAIMS

- A. General Release by Plaintiffs: In addition to the Released Claims, as of the date of approval, Plaintiffs fully and finally release and discharge Defendants and the Released Parties from all claims that were or could have been alleged in the Lawsuits based on or arising out of the facts alleged in any version of the complaints filed in the Lawsuits, including any claims for alleged failure to pay minimum wages or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay unpaid wages (including premiums), failure to reimburse for business expenses, failure to provide reporting time pay, failure to timely pay wages during employment, failure to maintain requisite pay records, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, violation of California's Unfair Competition Law on the preceding claims, any claim for liquidated or multiple damages based on the preceding claims, waiting time penalties, civil penalties, punitive damages, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims alleged in the Lawsuits. Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2810); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; PAGA; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3294, and 3336; 12 C.C.R. § 11040; 8 C.C.R. § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiffs' Released Claims also include

all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred.

- B. Plaintiffs' Waiver of Rights Under Civil Code Section 1542: For purposes of Plaintiffs' Released Claims, Plaintiffs 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.

Plaintiffs expressly waive and relinquish the protection of Section 1542. Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiffs expressly acknowledge that the release in this Paragraph is intended to include in its effect, without limitation, all claims Plaintiffs did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such claims.

Plaintiffs represent and affirm that they do not have any pending court actions, arbitrations, or other legal proceedings against Defendants other than the Lawsuits.

Class Counsel represent and affirm that they do not have any pending court actions, arbitrations, or other legal proceedings against Defendants other than the Lawsuits. As of the date of this Agreement, Class Counsel represent and affirm that they do not represent any individuals intending to pursue any claims or actions arising out of the same or similar subject matter as the Lawsuits.

- C. Plaintiffs' General Release and Waiver of All Claims: To be eligible for a Service Award, Plaintiffs will execute a General Release and Waiver of all claims against the

Released Parties. A copy of the General Release and Waiver is included as Exhibit C to this Agreement. Such settlement instruments must be executed and returned to the Administrator for the Plaintiffs to be eligible for a Service Award.

- D. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all of the Released Class Claims.
- E. Release of PAGA Claims: All Aggrieved Employees and the LWDA 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 of the Released PAGA Claims.

VIII. FILING OF THE CONSOLIDATED COMPLAINT

- A. Amended Complaint: Prior to the filing of the motion for preliminary approval of the Settlement, the Parties will stipulate to the filing of the Consolidated Complaint in the Brooks Class Action Lawsuit. The Consolidated Complaint will amend the Brooks Class Action Lawsuit to include all Plaintiffs, claims, and allegations in the Lawsuits, and in any PAGA letters submitted by Plaintiffs to the LWDA. Plaintiffs shall present a draft Consolidated Complaint to Defendants for their review and approval at the same time Plaintiffs provide the proposed motion for preliminary approval to Defendants. A true and correct copy of the proposed Consolidated Complaint that the Parties will stipulate to filing is attached hereto as Exhibit E. The Court's approval of the Parties' stipulation to file the attached Consolidated Complaint is a material term of this Agreement. If, despite the Parties' best efforts, the Court does not grant leave to file the Consolidated Complaint, the Parties will cooperate in an attempt to reach an alternative resolution to effectuate the settlement of this action. Defendants' stipulation to the filing of the Consolidated Complaint is for the purposes of this Settlement only. If this Settlement is not effectuated for any reason, the Parties further stipulate that the Consolidated Complaint will be void and the Parties will return their prior positions as if the Consolidated Complaint had not been filed.

IX. MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND FOR APPROVAL OF PAGA SETTLEMENT

- A. Motion for Preliminary Approval: Plaintiffs shall prepare and file a motion for preliminary approval of the class action and PAGA settlement that complies with the Court's procedures and instructions and this Agreement. Plaintiffs shall present such proposed motion for preliminary approval to Defendants for their review and approval at least 14 days before it is due to the Court.
- B. Plaintiffs' Responsibilities: Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for moving the Court for Preliminary Approval of the Settlement at least two (2) weeks prior to the deadline to file such documents with the Court, including, to the extent required: (i) the notice of motion and memorandum in

support; (ii) a declaration to be signed by the Administrator in support of the Motion for Final Approval; and (iii) any declarations to be signed by Class Counsel in support of the Motion for Preliminary Approval; and (vi) the proposed Order granting Preliminary Approval, in the form attached hereto as Exhibit B.

- C. Responsibilities of Counsel: Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Class Counsel and Defense Counsel for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- D. Duty to Cooperate: If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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. Class Counsel agrees to timely consider and incorporate Defense Counsel's reasonable revisions to the Motion for Preliminary Approval. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 attempt to reach agreement on modifications to this Agreement to satisfy the Court's concerns.

X. SETTLEMENT ADMINISTRATION

- A. Selection of the Administrator: The Parties have jointly selected Phoenix to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, Phoenix 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 Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member and Aggrieved Employees addresses before mailing the Class Notice; re-mailing the Class Notices that are returned as undeliverable to the Class Member's new address; setting up or identifying a toll-free telephone number and email and a fax number to receive communications from Class Members and Aggrieved Employees; receiving and reviewing Requests for Exclusion to determine their validity in terms of their completeness and timeliness; providing the Parties with weekly status reports about the delivery of the Class Notice and receipt of Requests for Exclusion, objections, and disputes; providing copies of Requests for Exclusion and objections to Class Counsel and Defense Counsel; calculating Individual Labor Code Class Payments, Individual FCRA Class Payments, and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; calculating, withholding, remitting, and reporting each Participating Class Member's and Aggrieved Employee's share of applicable payroll

taxes (including, without limitation, federal state and local income tax withholding, FICA, Medicare, and any state or local employment taxes); satisfying all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund; satisfy out of the Qualified Settlement Fund all taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the Qualified Settlement Fund; satisfying any fees, expenses, and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund; and otherwise administering the Settlement pursuant to this Agreement. 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.

- B. 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.
- C. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- D. Notice to Class Members:
 - 1. Fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 2. Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to any more current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 3. The deadlines for Class Members' written objections and Requests for Exclusion will be extended an additional fourteen (14) days beyond the thirty (30) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

4. If the Administrator, the Parties, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, Defendants shall be notified and may elect whether to include them as Class Members. If Defendants so elect, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

E. Requests For Exclusion (Opt-Outs):

1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion not later than thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded by stating "I hereby request exclusion from the HHM Class Settlement" and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, e-mailed, or postmarked by the Response Deadline.
2. The Administrator shall reject a Request for Exclusion as invalid if it fails to contain all the information specified in the Class Notice or if it is not timely submitted or if the Administrator cannot determine that it was timely submitted. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph I.RR of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive either an Individual Labor Code Class Payment, Individual FCRA Class Payment, or both, and shall not have the right to object to the class portions of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph I.SS of this Agreement and are eligible for an Individual PAGA Payment.

5. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- F. Challenges to Calculation of Workweeks: Each Class Member shall have thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.
- G. Objections to Settlement:
1. Only Participating Class Members may object to the class portions of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Service Award Payment. Neither Class Members nor Aggrieved employees may object to their Individual PAGA Payment.
 2. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than thirty (30) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). No Participating 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 Participating Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Participating Class Member's intention to appear at the Final Approval Hearing (if such Participating Class Member does intend to appear either personally or through counsel), and/or copies of any written objections or briefs, have been mailed to the Clerk of the Court and the Administrator on or before the Response Deadline. Any objection to the Settlement must be in writing, and must include at least the following: (i) the words "I object to the *Matilda Brooks et al. v. Hersha Hospitality Management, L.P. et al.* settlement"; (ii) a statement of the objection(s) being asserted and a description of each objection; (iii) if the objector intends to appear at the Final Approval Hearing, the words "I intend to appear at the Final Approval Hearing"; (iv) a list of any witnesses who may be called to testify at the Final Approval Hearing, whether in person, by deposition, or affidavit; and (v) a list of any exhibits, and copies of

same, that the objector may offer at the Final Approval Hearing. Written objections must also state the case name, the Participating Class Member's full name and address, and the calendar year(s) during which the Participating Class Member performed work for Defendants. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection to the Settlement has been timely submitted. No later than two (2) days after receiving an objection, the Administrator shall furnish to Class Counsel and Defense Counsel copies of objections received from Participating Class Members. Participating Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

H. The Administrator's 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.

1. Email Address and Toll-Free Number: The Administrator will maintain and monitor an e-mail address and a toll-free telephone number to receive Class Member calls, faxes, and e-mails.
2. Qualified Settlement Fund: Establish and maintain a Qualified Settlement Fund for this Settlement.
3. Request for Exclusion (Opt-Outs) and Exclusion List: The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
4. Objections: Provide copies of any objections received by the Administrator to Class Counsel and Defense Counsel immediately upon receipt.
5. Workweek and/or Pay Period Challenges: The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. In the event of a discrepancy between a Class Member's claimed

Workweeks and/or Pay Periods and the information shown in Defendants records, Defendants records shall control. The Administrator's decision shall be final.

6. Weekly Reports: The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Labor Code Class Payments, Individual FCRA Class Payments, and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
7. The Administrator's Declaration: Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
8. General Release and Waiver Signed by Plaintiffs: In exchange for a General Release and Waiver executed by each Plaintiff, the Settlement Administrator shall pay the Plaintiffs a Service Award approved by the Court and their Settlement Payments from the Net Settlement Fund. The Administrator shall provide Defense Counsel with copies of General Releases consistent with the terms of this Paragraph executed by the Plaintiffs within three (3) days after their execution and prior to issuing the Service Awards.
9. Final Report by the Administrator: Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before

any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

XI. DEFENDANTS' RIGHT TO WITHDRAW

- A. The Parties agree that if more than five percent (5%) of the total Class Members exercise their right to opt-out of the Settlement, then Defendants will have the unilateral right to declare the Settlement void in its entirety upon notice to Class Counsel. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, if Defendants void the Settlement, it will be responsible for all settlement administration costs incurred up to the date of voidance. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after Defense Counsel receives the final Exclusion List from the Administrator. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- B. Class Counsel agrees that it will not in any way encourage Class Members to opt-out of the agreement. If the agreement is voided by Defendants and Class Counsel encouraged opt-outs, then the parties will split the costs of settlement administration incurred up to the date of voidance. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

XII. MOTION FOR FINAL APPROVAL AND RESPONSE TO OBJECTIONS

- A. Motion for Final Approval: Unless otherwise ordered by the Court, not later than twenty-one (21) days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and Final Judgment. Plaintiffs shall provide drafts of these documents to Defense Counsel not later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- B. Proposed Final Approval Order and Final Judgment: In the proposed order granting final approval, and at the Final Approval Hearing, the Parties will request that the Court, among other things, enter a Final Approval Order and Final Judgment that:
 - 1. states that there is a bona fide legal dispute between the Parties as to whether Plaintiffs, Class Members, and Aggrieved Employees were properly compensated;
 - 2. approves the Settlement and adjudicates the terms thereof to be a final, fair, reasonable, adequate, and binding resolution of all claims as set forth in this Agreement by all Plaintiffs, Participating Class Members, and Aggrieved Employees;

3. approves the Agreement as final, fair, reasonable, adequate, and binding, and directs consummation of its terms and provisions;
 4. dismisses Patrick Gleason and Carlos Grande with prejudice from the Lawsuits;
 5. dismisses the Lawsuits with prejudice and permanently bars and enjoins all Class Members who have not submitted a timely Request for Exclusion from filing or prosecuting against Released Parties any individual or class or representative claims released herein;
 6. dismisses the Lawsuits with prejudice and permanently bars and enjoins all Plaintiffs, Participating Class Members, and Aggrieved Employees from filing or prosecuting against Released Parties any individual or class or representative claims released herein; and
 7. retains jurisdiction in connection with the Settlement.
- C. Response to Objections: Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- D. Duty to Cooperate: If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or the scope of the PAGA release), the Parties will expeditiously work together in good faith to address the Court's concerns by revising this Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Service Award Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.
- E. Continuing Jurisdiction of the Court: The Parties agree that, after entry of final judgment, the Court will retain jurisdiction over the Parties, the Lawsuits, and the Settlement under C.C.P. section 664.6 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.
- F. Waiver of the Right to Appeal: Provided the judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

- G. Denial of Final Approval or Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment: In the event that the Court does not grant final approval, or if the Court grants final approval and a reviewing Court vacates, reverses, or modifies the judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the Court or the appellate court's concerns and to obtain Final Approval and entry of judgment. An order by the Court awarding Service Award Payments or any payments to Class Counsel less than the amounts contemplated by this Agreement, or an appellate decision to vacate, reverse, or modify the Court's award of any of the Service Awards or any payments to Class Counsel shall not constitute a material modification of the judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.
- H. Effect on Effective Date: In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable, and each Party shall retain each of its respective rights as they existed as of the date of the mediation on September 11, 2023, and neither this Agreement, nor any of its accompanying exhibits, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Lawsuits or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.

XIII. ADDITIONAL PROVISIONS

- A. Confidentiality: Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved, subject to court approval" or words to that effect. This paragraph does not restrict (1) Class Counsel's communications with Plaintiffs in accordance with Class Counsel's ethical obligations owed to Plaintiffs; or (2) Defendants' ability to disclose the Settlement in filings that it is required to make

with the IRS, including IRS Form 990 filings, or in other disclosures. This paragraph will also apply after the Motion for Preliminary Approval of Settlement is filed and continue to apply after the Court grants final approval.

- B. No Solicitation: The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Class Counsel specifically agree that they will not make any public statement regarding the Settlement or post the Settlement on their website(s) or in social media.
- C. Escalator Clause:
1. This Settlement is based on Defendants' estimate that, as of September 11, 2023, Labor Code Class Members worked approximately 221,000 workweeks during the period from September 3, 2016, forward. For purposes of defining membership in the Settlement Class, the Parties agree that Labor Code Class Members include those persons who worked up to 254,150 workweeks from September 3, 2016, forward (*i.e.*, $221,000 + (221,000 * 15.0\%) = 254,150$).
 2. In the event Labor Code Class Members worked more than 254,150 workweeks prior to Preliminary Approval, Defendants at their option may elect to expand the group of Labor Code Class Members to include additional persons who worked through Preliminary Approval or a specific date at any time prior to Preliminary Approval (the "Labor Code Elected End Date"), by increasing the Labor Code Allocated Amount on a proportional basis. For example, if Defendants elect to expand the Labor Code Class to include persons who worked from September 3, 2016, through July 31, 2024, and such persons worked 257,465 workweeks during such period, this would represent an increase of 1.5%, and Defendants would be required to increase the Labor Code Allocated Amount by 1.5%. Defendants must notify Plaintiffs of such election within 14 days after the Court grants Preliminary Approval of the Settlement.
 3. This Settlement is based on Defendants' estimate that, as of September 11, 2023, there were approximately 5,215 FCRA Class Members. For purposes of defining membership in the Settlement Class, the parties agree that there will be up to 5,997 persons who are FCRA Class Members ($5,215 + (5,215 * 15.0\%) = 5,997.25$).
 4. In the event there are more than 5,997 FCRA Class Members at the time of Preliminary Approval, Defendants at their option may elect to expand the group of FCRA Class Members to include additional persons who applied through Preliminary Approval or a specific date at any time prior to Preliminary Approval (the "FCRA Elected End Date"), by increasing the FCRA Allocated Amount on a proportional basis. For example, if Defendants elect to expand the amount of FCRA Class Members to include persons who applied from November 25, 2015,

through July 31, 2024, and there were 6,075 such individuals, this would represent an increase of 1.5%, and Defendants would be required to increase the FCRA Allocated Amount by 1.5%. Defendants must notify Plaintiffs of such election within 14 days after the Court grants Preliminary Approval of the Settlement.

- D. 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 prior or contemporaneous agreements, understandings, representations, statements warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.
- E. Attorney Authorization: Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.
- F. 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.
- G. Tax Advice: Neither Class Counsel, Defendants, 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.
- H. 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 legal representatives.
- I. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- J. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- K. 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.

- L. 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.
- M. Use and Return of Class Data: Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data or other documentation or information provided to Class Counsel by Defendants 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 ninety (90) days after the date when the Administrator provides a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data or other documentation or information received from Defendants and verify to Defense Counsel that such destruction has been completed.
- N. 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.
- O. 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 court day thereafter.
- P. 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 and the Class

SETAREH LAW GROUP
Shaun Setareh (State Bar No. 204514)
Jose Maria D. Patino, Jr. (State Bar No. 270194)
Tyson Gibb (State Bar No. 339154)
420 North Camden Drive
Beverly Hills, California 90210
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
shaun@setarehlaw.com
jose@setarehlaw.com
tyson@setarehlaw.com

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
Simon L. Yang (State Bar No. 260286)
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071

Telephone: (213) 488-6555
Facsimile: (213) 488-6554
lwlee@diversitylaw.com
sly@diversitylaw.com

FITZPATRICK & SWANSTON
B. James Fitzpatrick (State Bar No. 129056)
Laura L. Franklin (State Bar No. 282642)
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555 South Main Street
Salinas, California 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319
bjfitzpatrick@fandslegal.com

The Law Firm of Steven H. Kuhn
Steven H. Kuhn (State Bar No. 278999)
1954 Mountain Blvd #13052
Oakland, CA 94611
Telephone: (415) 937-7358
steven@kuhn-lawfirm.com

LAW OFFICES OF MARK B. PLUMMER, PC
Mark B. Plummer (State Bar No. 120098)
18552 Oriente Drive
Yorba Linda, CA 92886
Telephone: (714) 970-3 1 31
Facsimile: (714) 970-3 1 30
lombp.law@gmail.com

To Defendant:

Nick Baltaxe (State Bar No. 329751)
DUANE MORRIS LLP
865 South Figueroa Street, Suite 3100
Los Angeles, CA 90017-5450
nbaltaxe@duanemorris.com

Nathan K. Norimoto (State Bar No. 334835)
DUANE MORRIS LLP
Spear Tower
One Market Plaza, Suite 2200
San Francisco, CA 94105-1127
nnorimoto@duanemorris.com

Gerald L. Maatman, Jr. (*pro hac vice*)
Jennifer A. Riley (*pro hac vice*)
DUANE MORRIS LLP
190 South LaSalle Street, Suite 3700
Chicago, Illinois 60603-3433

Telephone: (312) 499-6700
Facsimile: (312) 279-6780
gmaatman@duanemorris.com
jariley@duanemorris.com

- Q. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or e-mail 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 executed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- R. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation of the Lawsuits shall remain stayed and that they will exercise all reasonable efforts to maintain the stays of the Lawsuits, except to effectuate the terms of this Agreement.
- S. Fair Settlement: The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.
- T. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement.
- U. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
- V. Representations by Plaintiffs:
1. Plaintiffs acknowledge the following:
 - (a) Plaintiffs, and each of them, have carefully read and fully understand all of the provisions of this Settlement;
 - (b) Plaintiffs, and each of them, knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
 - (c) Plaintiffs, and each of them, were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

W. Representations by Defendants:

1. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

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

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

STEPHEN BALL

DATED: _____

MATILDA BROOKS

DATED: _____

ANGELINA MOJICA

DATED: _____

- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

W. Representations by Defendants:

1. Defendants acknowledge the following:

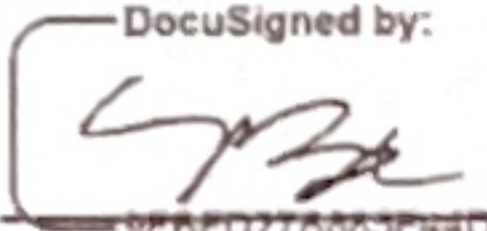
- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

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

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

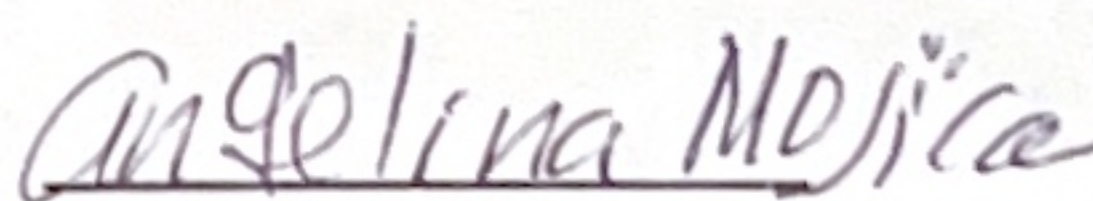
STEPHEN BALL

DATED: 1/31/2025

DocuSigned by:

9F6FD276863F44D...

MATILDA BROOKS

DATED: 2-24-25



ANGELINA MOJICA

DATED: _____

Setareh Law Group

DATED: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff Matilda Brooks

The Law Firm of Steven H. Kuhn

DATED: _____

Steven H. Kuhn
Attorney for Plaintiff Angelina Mojica

Law Offices of Mark B. Plummer, PC

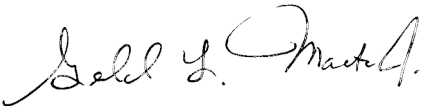
DATED: _____

Mark B. Plummer
Attorney for Plaintiff Angelina Mojica

APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

DUANE MORRIS LLP

DATED: February 26, 2025



Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Nathan K. Norimoto
Attorneys for Defendant
Hersha Hospitality Management, L.P.

- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

W. Representations by Defendants:

1. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

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

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

STEPHEN BALL

DATED: _____

MATILDA BROOKS

DATED: 2/25/2025

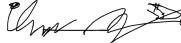
Matilda S. Brooks
ID DAX8YEzox1qEVmV9yD6x91Tq

ANGELINA MOJICA

DATED: _____

Setareh Law Group

DATED: 2/25/2025 _____


ID jYs8iRUuDzvAdcza86TEtJUe

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff Matilda Brooks

The Law Firm of Steven H. Kuhn

DATED: _____

Steven H. Kuhn
Attorney for Plaintiff Angelina Mojica

Law Offices of Mark B. Plummer, PC

DATED: _____

Mark B. Plummer
Attorney for Plaintiff Angelina Mojica

APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

DUANE MORRIS LLP

DATED: _____

Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Nathan K. Norimoto
Attorneys for Defendant
Hersha Hospitality Management, L.P.

AGREED TO BY DEFENDANTS AS TO FORM AND CONTENT:

HERSHA HOSPITALITY MANAGEMENT, L.P.

DATED: _____


Naveen Kakarla (Jan 28, 2025 14:20 PST)

By: Naveen Kakarla

Title: President

LL GP, LLC

DATED: _____



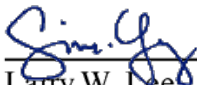
By: Benjamin Rosenbaum

Title: Authorized Signatory

AGREED TO BY CLASS COUNSEL:

Diversity Law Group, A P.C.

DATED: 1/31/2025



Larry W. Lee
Simon L. Yang
Attorneys for Stephen Ball

Fitzpatrick & Swanston

DATED: 2/1/2025



B. James Fitzpatrick
Laura L. Franklin
Attorneys for Stephen Ball

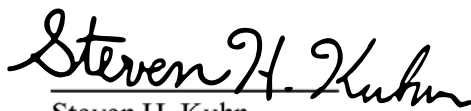
Setareh Law Group

DATED: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff Matilda Brooks

The Law Firm of Steven H. Kuhn

DATED: February 25, 2025



Steven H. Kuhn
Attorney for Plaintiff Angelina Mojica

Law Offices of Mark B. Plummer, PC

DATED: _____

Mark B. Plummer
Attorney for Plaintiff Angelina Mojica

APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

DUANE MORRIS LLP

DATED: _____

Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Nathan K. Norimoto
Attorneys for Defendant
Hersha Hospitality Management, L.P.

Setareh Law Group

DATED: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Attorneys for Plaintiff Matilda Brooks

The Law Firm of Steven H. Kuhn

DATED: _____

Steven H. Kuhn
Attorney for Plaintiff Angelina Mojica

Law Offices of Mark B. Plummer, PC

DATED: 01/31/25



Mark B. Plummer
Attorney for Plaintiff Angelina Mojica

APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

DUANE MORRIS LLP

DATED: _____

Gerald L. Maatman, Jr.
Jennifer A. Riley
Nick Baltaxe
Nathan K. Norimoto
Attorneys for Defendant
Hersha Hospitality Management, L.P.