

PAGA SETTLEMENT AGREEMENT AND RELEASE

Raymundo Hernandez Martinez v. Little Beach House Malibu, LLC, et al.

IT IS STIPULATED AND AGREED by and among the undersigned Parties, subject to Court approval, that the settlement of the above-entitled action (the "Action") shall be effectuated upon and subject to the terms and conditions stated in this PAGA Settlement Agreement and Release (the "Agreement," "Settlement Agreement," or "Settlement").

This Agreement is made by and between Raymundo Hernandez Martinez ("Plaintiff"), for himself and in his capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, on the one hand, and Little Beach House Malibu, LLC and Soho House West Hollywood, LLC (collectively, "Defendants"), on the other. Plaintiff and Defendants are each a "Party" and sometimes collectively referred to as the "Parties." This Agreement is entered into by the Parties upon the last date on which it is signed by the Parties.

The Parties agree that the Action shall be and is, ended, settled, resolved, and concluded by this Agreement, subject to Court approval, which is intended to effect and complete settlement of the Action.

Article I.

Definitions

Section 1.01 Definitions.

Unless otherwise defined in this Agreement, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- i. "Action" means the civil action entitled *Raymundo Hernandez Martinez v. Little Beach House Malibu, LLC, et al.*, filed in the Superior Court for the County of Los Angeles on April 1, 2021, designated as Case No. 21STCV12279, removed to the United States District Court, Central District of California on May 4, 2021, designated as Case No. 2:21-cv-03787-DMG-JPRx, and remanded back to the Superior Court for the County of Los Angeles on December 15, 2022, designated as Case No. 21STCV12279.
- ii. "Agreement," "Settlement," or "Settlement Agreement" means this PAGA Settlement Agreement and Release.
- iii. "Allegedly Aggrieved Employees" means any and all individuals currently or formerly employed by Defendants in hourly or non-exempt positions in California at any time during the PAGA Period.
- iv. "Approval Order" means the order to be entered by the Court upon granting approval of the Settlement of the Action and, if applicable, disposing the Action by way of judgment (or, otherwise providing for later disposition of the Action by way of dismissal) that is binding upon the Parties and all Allegedly Aggrieved Employees.
- v. "Attorneys' Fee Amount" means the amount to be paid to Plaintiff's Counsel for its fees incurred in connection with the Action, as approved by the Court, not to exceed thirty-five

percent (35%) of the Settlement Sum. The Attorneys' Fee Amount shall be paid from the Settlement Sum.

- vi. "Complaint" means Plaintiff's First Amended Complaint filed in the United States District Court, Central District of California on June 16, 2021, which is the operative Complaint.
- vii. "Litigation Cost Amount" means the reimbursement of actual and reasonable expenses and costs of litigation incurred by Plaintiff's counsel in connection with the Action, as approved by the Court, \$10,000.00. The Litigation Cost Amount shall be paid from the Settlement Sum.
- viii. "Court" means the Superior Court for the State of California, County of Los Angeles.
- ix. "Cover Letter" means the Cover Letter, substantially in the form attached hereto as **"Exhibit A"**.
- x. "Defendants" mean Little Beach House Malibu, LLC and Soho House West Hollywood, LLC.
- xi. "Defense Counsel" or "Counsel for Defendants" is:

Shareef S. Farag
Vartan S. Madoyan
Jennifer F. Delarosa
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509

- xii. "Effective Date" means the date the Court enters the Approval Order.
- xiii. "Employee List" means the list of the Allegedly Aggrieved Employees that Defendants shall provide to the Settlement Administrator, which shall state the first name and last name for each Allegedly Aggrieved Employee, the last known home address and telephone number(s) for each Allegedly Aggrieved Employee, the social security number or tax identification number for each Allegedly Aggrieved Employee, and each Allegedly Aggrieved Employee's respective number of Pay Periods.
- xiv. "Enhancement Award" means the amount that the Court awards to Plaintiff for his services in connection with the Action, which will be up to \$10,000.00 and part of the Settlement Sum, subject to Court approval.
- xv. "Individual PAGA Payment" means an Allegedly Aggrieved Employee's *pro rata* share of the PAGA Employee Amount, based on his or her or their Pay Periods.
- xvi. "LWDA" means the California Labor & Workforce Development Agency.
- xvii. "LWDA Payment" means the amount of PAGA penalties to be paid to the LWDA, which will be 75% of the Net PAGA Amount, subject to Court approval.

- xxiii. "Net PAGA Amount" means the amount remaining from the Settlement Sum after the deduction of the Attorneys' Fee Amount, Litigation Cost Amount, Enhancement Award, and Settlement Administration Fee.
- xix. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*
- xx. "PAGA Employee Amount" means the amount of PAGA penalties to be paid to Allegedly Aggrieved Employees, which will be 25% of the Net PAGA Amount, subject to Court approval.
- xxi. "PAGA Period" means the time period from July 30, 2019 through January 17, 2023, or through the date that the Court grants approval of the Settlement, whichever is earlier.
- xxii. "PAGA Settlement Package" means the Cover Letter and Individual PAGA Payment, which shall be mailed to all Allegedly Aggrieved Employees by the Settlement Administrator.
- xxiii. "Pay Periods" means the number of pay periods each Allegedly Aggrieved Employee worked during the PAGA Period.
- xxiv. "PAGA Notice" means the letter submitted by Plaintiff to the LWDA and Defendants on January 25, 2021 of the specific provisions of the California Labor Code that were allegedly violated.
- xxv. "Plaintiff" means Raymundo Hernandez Martinez.
- xxvi. "Plaintiff's Counsel" are as follows:

Kaveh S. Elihu
Christopher J. DeClue
Karnit Braun
Saima Ali
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
3055 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90010

- xxvii. "Plaintiff's Counsel's Payment" means the Attorneys' Fee Amount and the Litigation Cost Amount, collectively.
- xxviii. "Released Claims" means any and all PAGA claims which were made or which could have been made against Defendants based on the allegations or PAGA cause of action in the Complaint, arising during the PAGA Period, which include but are not limited to, the failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to provide paid sick days, failure to reimburse necessary business-related expenses and costs, failure to permit inspection of personnel and payroll records, and for violations of California

Labor Code Sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698-2699.8, 2802, 2810.5, all applicable California Wage Orders, and all claims or allegations set forth in the PAGA Notice.

- xxix. "Released Parties" means Defendants and Defendants' present, former, and future parent, sister, subsidiary, affiliated, and related entities, and each of its/their present, former, and future trustees, officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other successors, assigns, or legal representatives.
- xxx. "Settlement Administrator" means the third-party settlement administration provider Rust Consulting, an Exela Technologies Brand.
- xxxi. "Settlement Administration Fee" means costs and expenses incurred by the Settlement Administrator in connection with the Agreement, whether foreseen or not, which are anticipated not to exceed \$20,000.00 and are part of the Settlement Sum.
- xxxii. "Settlement Sum" means the total sum of Two Hundred and Eighty-Five Thousand Dollars And Zero Cents (\$285,000.00), which Defendants have agreed to pay, subject to Court approval, pursuant to terms of this Agreement. In no circumstance will Defendants be required to pay greater than the Settlement Sum to resolve this Action, except as provided in Section 4.01.

Article II.

Background

- i. On January 25, 2021, Plaintiff gave written notice to the LWDA and Defendants of his intent to assert PAGA claims against Defendants (i.e., the PAGA Notice). More than 65 days have passed since the PAGA Notice was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the PAGA Notice.
- ii. On April 1, 2021, Plaintiff filed the Action, an individual wage and hour and representative PAGA action complaint, against Defendants in the Superior Court of Los Angeles, Case No. 21STCV12279. On May 4, 2021, Defendants removed the Action to the United States District Court, Central District of California, Case No. 2:21-cv-03787-DMG-JPRx. On June 16, 2021, Plaintiff filed the operative First Amended Complaint, alleging seven individual claims for violations of the California Labor Code, a representative PAGA action for these same alleged underlying Labor Code violations, an individual claim for unfair business practices in violation of the California Business and Professions Code, and an individual claim for failure to permit inspection of personnel and payroll records in violation of the California Labor Code. Defendants deny each and every claim and contention alleged in the Action, and have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.
- iii. On October 27, 2022, the Parties engaged in mediation with Steven J. Serratore, an experienced and reputable wage and hour and PAGA action mediator. The Parties were unable to resolve the Action at the conclusion of the full-day mediation. After the

mediation, Parties accepted the mediator's proposal and reached an agreement for settlement. This Agreement shall memorialize the terms of the Parties' settlement.

- iv. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the Complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of the case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability and manageability, and numerous potential appellate issues.
- v. This Agreement contemplates the (a) entry of the Approval Order approving the payment allocated for the Settlement Sum provided in this Agreement and entering judgment with respect to the Settlement of the Action; and (b) all Parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Non-Admission of Liability

Section 3.01 Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish manageability for purposes of PAGA, and the relative benefits to the Allegedly Aggrieved Employees of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Agreement are fair, reasonable, adequate and in the best interests of the Allegedly Aggrieved Employees.

Section 3.02 Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Agreement, nor any document referred to or contemplated in this Agreement, nor any action taken to carry out this Agreement, 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 that they have engaged in any unlawful or wrongful conduct towards Plaintiff or the Allegedly Aggrieved Employees.

Article IV.

Terms of Agreement

Section 4.01 Escalator Clause.

Defendants represent there are approximately 751 Allegedly Aggrieved Employees and 32,000 Pay Periods from July 30, 2019 to September 11, 2022. If the actual number of Pay Periods from July 30, 2019 to September 11, 2022 is more than twelve percent (12%) above 32,000 (i.e., if the Pay Periods from July 30, 2019 to September 11, 2022 exceed 35,840), then the Settlement Sum will be increased pro rata by the percentage that the actual number exceeds 35,840 (e.g. if the actual number of Pay Periods from July 30, 2019 to September 11, 2022 is 36,000, then the Settlement Sum will be increased by $160/35,840$, or 0.4464%).

Section 4.02 Settlement Sum.

Defendants agree to pay or cause to be paid the Settlement Sum as a full, complete and final settlement of the Action. The Settlement Sum includes all payments due by Defendants, including the following: (i) LWDA Payment; (ii) PAGA Employee Amount; (iii) Plaintiffs' Counsel's Payment; (iv) Enhancement Award; and (v) Settlement Administration Fee.

Section 4.03 Plaintiff's Counsel's Payment.

Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Settlement Sum (i.e., Attorneys' Fee Amount) and reimbursement of reasonable litigation costs and expenses not to exceed \$10,000.00 (i.e., Litigation Cost Amount) (the Attorneys' Fee Amount and Litigation Cost Amount are referred to, together, as Plaintiff's Counsel's Payment). Defendants will not oppose or object to Plaintiff's Counsel's application for the Plaintiff's Counsel's Payment. Any reduction in the amounts of the Attorneys' Fee Amount and/or Litigation Cost Amount by the Court is not grounds to void this Agreement and any funds requested but not awarded as Plaintiff's Counsel's Payment will be part of the Net PAGA Amount.

Section 4.04 Enhancement Award.

Plaintiff's Counsel shall request up to \$10,000.00 for Plaintiff (i.e., Enhancement Award). Any reduction in the amount of the Enhancement Award by the Court will be part of the Net PAGA Amount.

Section 4.05 Settlement Administration Fee.

Plaintiff's Counsel shall request up to \$20,000.00 as payment to the Settlement Administrator (i.e. Settlement Administration Fee). The Parties agree that the Settlement Administration Fee shall be paid from the Settlement Sum. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Agreement, to calculate payments to Allegedly Aggrieved Employees, and costs associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for Allegedly Aggrieved Employees, and any other related fees and costs. Any reductions by the Court or any unused amount shall be part of the Net PAGA Amount.

The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement.

Section 4.06 Net PAGA Amount - Allocation.

Seventy-five percent (75%) of the Net PAGA Amount will be paid to the LWDA as the LWDA Payment and twenty-five percent (25%) of the Net PAGA Amount will be paid to Allegedly Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the Net PAGA Amount directed by the Court shall not be a basis for either side to void the Agreement. One hundred percent (100%) of all Individual PAGA Payment are to be considered penalties and are reported on IRS Form 1099 (if required) that shall be issued to the Allegedly Aggrieved Employee by the Settlement Administrator. The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of Pay Periods each Allegedly Aggrieved Employee worked during the PAGA Period as follows: the PAGA Employee Amount shall be divided by the total Pay Periods of all Allegedly Aggrieved

Employees to yield the "Pay Period Value;" the Pay Period Value will then be multiplied by each Allegedly Aggrieved Employee's individual number of Pay Periods to arrive at each Allegedly Aggrieved Employee's Individual PAGA Payment.

Article V.

Approval and Implementation of Agreement

Section 5.01 Cooperation.

Upon the full execution of this Agreement signed by all Parties and their counsel, the Parties will cooperate in obtaining an Approval Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best reasonable efforts to expedite the preparation and submission of the Agreement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed with the Court in order to obtain approval of this Agreement. Plaintiff will file a motion for approval of this Settlement within thirty (30) calendar days of the State Court's acknowledgement of receipt of the Order of Remand issued by the District Court on December 15, 2022.

Section 5.02 Court Approval.

The Parties will seek to obtain the Court's approval of this Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel within thirty (30) calendar days of the State Court's acknowledgement of receipt of the Order of Remand issued by the District Court on December 15, 2022. The Court's approval of this Agreement shall be embodied in the Approval Order.

The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action pursuant to the Settlement (i.e., to terminate the Action by way of judgment or dismissal).

Section 5.03 Cover Letter to Allegedly Aggrieved Employees.

(a) Cover Letter.

The Cover Letter shall be provided to the Allegedly Aggrieved Employees in the following manner:

- (1) No later than thirty (30) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Employee List. The Employee List is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Allegedly Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. Defendants' records

shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to Allegedly Aggrieved Employees.

- (2) The Settlement Administrator shall conduct a National Change of Address ("NCOA") search for all Allegedly Aggrieved Employees identified on the Employee List. No later than ten (10) business days after its receipt of the Settlement Sum and Employee List, the Settlement Administrator shall mail the PAGA Settlement Package to all Allegedly Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Allegedly Aggrieved Employee. For each PAGA Settlement Package that is returned as undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address of the Allegedly Aggrieved Employee by conducting a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package to an alternative address if one is located.

Section 5.04 Settlement Payments.

(a) Settlement Sum

The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID number and calculate all settlement checks and withholdings required under the law based on the information that will be confidentially furnished by Defendants. There are no payroll deductions to be calculated under this Agreement, since no part of the Agreement will be classified as wages.

Within (15) calendar days after the Effective Date, Defendants shall deposit the Settlement Sum into the Qualified Settlement Fund established by the Settlement Administrator for administration of the Settlement.

(b) Plaintiff's Counsel's Payment, Enhancement Award, LWDA Payment, and Settlement Administration Costs.

Within ten (10) business days of its receipt of the Settlement Sum and Employee List, the Settlement Administrator shall pay the Court approved Plaintiff's Counsel Payment to Plaintiff's Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

(c) Uncashed Checks

and All Individual PAGA Payment checks will remain valid and negotiable for one hundred eighty (180) calendar days from the date of their mailing by the Settlement Administrator, and thereafter, shall be cancelled. Any funds remaining from the cancelled checks shall be distributed by the Settlement Administrator to California State Controller's Office Unclaimed Property Division, in the name of that Allegedly Aggrieved Employee and in the amount of his or her respective Individual PAGA Payment.

Section 5.05 LWDA Notice.

Pursuant to California Labor Code Section 2699(l), Plaintiff's Counsel will provide a copy of this Agreement to the LWDA concurrent with the filing of the motion for settlement approval. Plaintiff's Counsel will also file a proof of service in conjunction with the motion for settlement approval confirming that Plaintiff's Counsel has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, Plaintiff's Counsel shall submit to the LWDA a copy of the Court's Approval Order approving the Agreement within ten (10) calendar days after entry of the Approval Order.

Article VI.

Limitations On Use Of This Agreement

Section 6.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as admission by Defendants of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiff or any Allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 6.02 Nullification.

- (a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties and their counsel shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article VII.

Section 7.01 Release and Wavier of Claims.

- (a) It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims alleged in the Action. Upon the Effective Date and full funding of all Settlement Sums, the Allegedly Aggrieved Employees, and the State of California shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. As a result of this release, Allegedly Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims.

Section 7.02 **Tax Treatment and Tax Indemnification.** Allegedly Aggrieved Employees will assume any tax obligations or consequences which may arise from this Agreement, and will

indemnify and hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest as a result of the Agreement. Allegedly Aggrieved Employees release any and all claims that they have or may have for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement or any compensation provided at any time by Defendants or the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Allegedly Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Allegedly Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Allegedly Aggrieved Employee's share of any state or federal tax obligation. If an Allegedly Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

Article VIII.

Miscellaneous Provisions

Section 8.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 8.02 Parties' Authority.

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

Section 8.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Plaintiff's Counsel and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 8.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Allegedly Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and the Allegedly Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 8.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in

all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.

Section 8.06 Entire Agreement.

This Agreement (including any Exhibit) contains the entire understanding of the Parties regarding the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the PAGA Action.

Section 8.07 Joint Drafting Of Settlement Documents.

The Parties are each represented by competent counsel of their own choosing, with Plaintiff's Counsel and Defense Counsel having arrived at this Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by Plaintiff's Counsel and Defense Counsel. Therefore, in any construction or interpretation of this Agreement, the Agreement shall not be construed against any of the Parties.

Section 8.08 No Press Release Or Publicity Regarding The Terms Of The Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement. Plaintiff and Plaintiff's Counsel acknowledge that this confidentiality provision is important to Defendants and that any violation of this provision will be a material breach of this Agreement. Plaintiff and Plaintiff's Counsel agree and stipulate that because it would be difficult, if not impossible, to ascertain damages arising out of a breach of the confidentiality provision of this Agreement, liquidated damages in the amount of TEN THOUSAND DOLLARS (\$10,000.00) will be awarded to Defendants in the event of a breach. In any action to recover liquidated damages, the prevailing party will be entitled to recover reasonable legal fees and expenses incurred. This liquidated damages remedy is not intended to be exclusive and Defendants will have available all applicable remedies at law or equity to address any breach of this Agreement.

Section 8.09 Continuing Jurisdiction Of The Court.

Pursuant to California Code Of Civil Procedure Section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to monitor and enforce compliance of this Agreement and resolve any disputes over this Agreement or the administration of the benefits of this Agreement.

Section 8.10 Counterparts.

This Agreement, and any amendments to this Agreement, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts. A signature on a faxed or electronically transmitted

copy of the Settlement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

Section 8.11 Interim Stay of Proceedings.

The Parties agree to refrain from further litigation of this matter, except such proceedings as are necessary to implement and obtain an order granting approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if approval cannot be obtained for this Settlement from the Court.

Section 8.12 Communications.

All communications to be provided concerning this Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

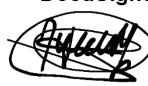
To Plaintiff: Kaveh S. Elihu, Christopher J. DeClue, Karnit Braun, and Saima Ali of Employee Justice Legal Group, P.C., 1001 Wilshire Boulevard, Los Angeles, CA 90017; Tel. (213) 382-2222; kelihu@ejlglaw.com; cdeclue@ejlglaw.com; kbraun@ejlglaw.com; sali@ejlglaw.com.

To Defendants: Shareef S. Farag, Vartan S. Madoyan, and Jennifer F. Delarosa of Baker & Hostetler, LLP, 11601 Wilshire Boulevard, Suite 1400, Los Angeles, California 90025; Tel. (310) 820-8800; sfarag@bakerlaw.com; vmadoyan@bakerlaw.com; jdelarosa@bakerlaw.com.

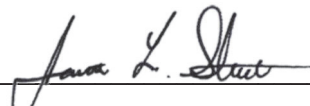
IN WITNESS WHEREOF, the Parties have executed this PAGA Settlement Agreement and Release on the dates set forth below.

APPROVED AND ACCEPTED

Dated: marzo 21, 2023, 2022

DocuSigned by:

By: 07D3A45CEB8749C...
RAYMUNDO HERNANDEZ MARTINEZ

Dated: March 23, 2022

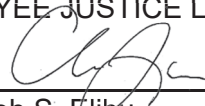
By: 
Title: COO, Americas

On Behalf of Little Beach House Malibu, LLC and
Soho House West Hollywood, LLC

APPROVED AS TO FORM

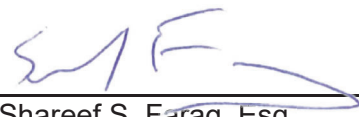
Dated: March 22, 2023, 2022

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

By: 
Kaveh S. Elihu
Christopher J. DeClue
Karnit Braun
Saima Ali
On Behalf Of Plaintiff and the Allegedly
Aggrieved Employees

Dated: March 23, 2023, ~~2022~~

BAKER & HOSTETLER LLP

By: 
Shareef S. Farag, Esq.
Vartan S. Madoyan, Esq.
Jennifer F. Delarosa, Esq.
On Behalf Of Little Beach House Malibu, LLC
and Soho House West Hollywood, LLC