

HUNTER PYLE (SBN 191125)
TANYA TAMBLING (SBN 262979)
KATIE FIESTER (SBN 301316)
HUNTER PYLE LAW
505 14TH STREET, SUITE 600
Oakland, CA 94612-2622
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
hunter@hunterpylelaw.com
ttambling@hunterpylelaw.com
kfiester@hunterpylelaw.com

Attorneys for Plaintiff
CHANDRA SWENSON

MARIE TRIMBLE HOLVICK (SBN: 257891)
mholvick@grsm.com
NICHOLAS A. DEMING (SBN: 287917)
ndeming@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Telephone: (415) 875-4242
Facsimile: (415) 986-8054

Attorneys for Defendants
2020 FILLMORE LP, LANDMARK HOSPITALITY INC.,
RICHARD HOWARD, AND GEORGE KARAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CHANDRA SWENSON, an individual	)	CASE NO. CGC-21-593787
	)	
Plaintiff,	)	SETTLEMENT AGREEMENT AND
	)	RELEASE OF PAGA CLAIMS
v.	)	
	)	
2020 FILLMORE LP, a California Limited	)	
Partnership, LANDMARK HOSPITALITY	)	
INC., a California corporation, RICHARD	)	
HOWARD, an individual, GEORGE	)	
KARAS, an individual, and DOES 1 through	)	
20, inclusive,	)	Complaint Filed: July 9, 2021
	)	
Defendants.	)	
	)	

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff CHANDRA SWENSON (“Plaintiff”), individually and in her capacity as a
3 representative of the State of California on behalf of other aggrieved employees, and Defendants 2020
4 FILLMORE LP, LANDMARK HOSPITALITY, INC., GEORGE KARAS, AND RICHARD
5 HOWARD (collectively the “Defendants,” and together with Plaintiff. the “Parties”), hereby enter into
6 this Settlement Agreement and Release of PAGA Claims (“Settlement”) as follows:

7 **I. DEFINITIONS**

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

9 1. **“Action”** shall refer only to Plaintiff’s Fourteenth (14th) Cause of Action for penalties
10 pursuant to the Private Attorneys General Act (“PAGA”) in the lawsuit entitled *Chandra Swenson v.*
11 *2020 Fillmore LP, et al.*, filed in the Superior Court for the County of San Francisco on July 9, 2021,
12 designated as Case No. CGC-21-593787. For purposes of this Settlement Agreement, the Action
13 specifically does not include any of Plaintiff’s individual claims that were filed in the Superior Court for
14 the County of San Francisco on July 9, 2021, Case No. CGC-21-593787.

15 2. **“Defendants”** shall mean Defendants 2020 Fillmore LP; Landmark Hospitality, Inc.;;
16 George Karas, and Richard Howard.

17 3. **“Defense Counsel”** shall mean GORDON REES SCULLY MANSUKHANI, LLP.

18 4. **“Effective Date”** refers to the date upon which both of the following have occurred:
19 (i) approval of the Settlement is granted by the Superior Court of California for the County of San
20 Francisco, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving
21 the Settlement becomes Final. The Court’s Judgment approving the Settlement becomes Final on the
22 later of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an
23 order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is
24 filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review
25 of the decision passes and no further review is requested; (3) if an appeal is filed and further review of
26 the decision affirming the Approval Order is requested, the day after the request for review is denied with
27 prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day
28 after the United States or California Supreme Court affirms the Settlement.

1 5. **“LWDA”** refers to the California Labor & Workforce Development Agency.

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

4 7. **“PAGA Period”** shall mean February 10, 2020, through February 21, 2023.

5 8. **“PAGA Pay Periods”** shall mean the number of pay periods during which the PAGA
6 Settlement Members worked during the PAGA Period. Defendants and Plaintiff agree that there are 1233
7 PAGA Pay Periods.

8 9. **“PAGA Settlement Members”** shall mean all individuals who are or previously were
9 employed by Defendants in California, who are or were classified as hourly, non-exempt employees, at
10 any time during the PAGA Period. Based on the records, the Parties have determined and agree that
11 there are 72 PAGA Settlement Members during the PAGA Period.

12 10. **“PAGA Fund”** shall mean the Total Settlement Payment, less Plaintiff’s Counsel
13 Payment and the Settlement Administration Costs.

14 11. **“Plaintiff”** refers to Chandra Swenson individually and in her capacity as representative
15 of the State of California on behalf of other aggrieved employees.

16 12. **“Plaintiff’s Counsel”** refers to HUNTER PYLE LAW.

17 13. **“Parties”** collectively refers to Plaintiff and Defendants.

18 14. **“Released Claims”** shall mean any and all claims to recover civil penalties pursuant to
19 PAGA for any alleged violations by Defendants that were asserted in the Action including California
20 Labor Code §§ 98.6, 201-204, 210, 216, , 223, 226, 226.3, 226.6, 226.7, 245, 246, 246.5, 247, 247.5,
21 256, 432, 510, 512, 558, 558.1, 1033, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and any
22 related applicable IWC Wage Order-5 provision for the PAGA Period that were asserted in the Action,
23 and any other PAGA violations that could have been alleged in the Action based on the facts alleged in
24 the Action during the PAGA Period.

25 15. **“Released Parties”** shall mean Defendants (and Owl Tree Partners LP) and their past,
26 present and/or future, direct and/or indirect, officers, directors, owners, partners, vendors, employees,
27 representatives, administrators, attorneys, agents, parent companies, management companies,
28 subsidiaries, and their entities, consultants, shareholders, joint ventures, insurers, re-insurers,

predecessors, successors, and assigns, whether in their individual or official capacities.

16. “**Settlement Administrator**” refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Phoenix Settlement Administrators to administer the Settlement, at an estimated cost not to exceed Two Thousand Six Hundred Dollars (\$2,600.00).

II. RECITALS

17. On February 10, 2021, Plaintiff sent a letter to the LWDA on behalf of herself, in compliance with California Labor Code section 2699.3, which she subsequently amended on July 8, 2021. Plaintiff served her PAGA letter and amended PAGA letter on Defendants by certified mail. The LWDA assigned Case No. LWDA-CM-821268-21 to Plaintiff’s PAGA claim notice. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

18. On July 9, 2021, Plaintiff filed the Action. The Action seeks civil penalties and an award of reasonable attorneys’ fees and costs.

19. Plaintiff and Plaintiff’s Counsel engaged in investigation along with formal written discovery from Defendant relating to the Action. Defendants provided Plaintiff with information including but not limited to, all relevant written policies, a list of PAGA Settlement Members with hire and termination dates, and significant time and pay records for PAGA Settlement Members during the PAGA Period.

20. The Parties attended mediation with Honorable Bonnie Sabraw (Ret.) on December 1, 2022. That mediation was unsuccessful.

21. After mediation, Defendants produced additional time and pay records for PAGA Settlement Members during the PAGA Period.

22. The Parties then reached a settlement after extensive arms-length negotiations.

23. Plaintiff’s Counsel has thoroughly investigated the facts relating to the claims alleged in the operative 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 this case, Plaintiff’s Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and

1 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding
2 liability, and numerous potential appellate issues.

3 24. The Parties enter into this Settlement Agreement on a conditional basis. In the event the
4 Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
5 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
6 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

7 25. Defendants deny, and continue to deny, each and every claim and contention alleged in
8 the Action, and have always maintained that they never engaged in any unlawful acts regarding any of
9 the matters alleged in the Action. Defendants do not waive, but rather expressly reserve, all rights to
10 challenge all such claims and allegations upon all legal, procedural and factual grounds should this
11 Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to
12 end litigation.

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

19 27. The Parties stipulate and agree to the following terms of this Settlement Agreement with
20 the intent that this Agreement finally disposes of the Action with prejudice.

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

23 **III. NON-ADMISSION OF LIABILITY**

24 28. By entering into this Settlement, Defendants deny any liability for any of the claims in
25 the Action. Neither this Settlement, nor any document referred to or contemplated herein, nor any action
26 taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession,
27 or indication by or against Defendants or any Released Parties of any unlawful conduct, fault,
28 wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any

unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total PAGA Settlement Payment

29. Defendants shall make a settlement payment in the total amount of One Hundred and Five Thousand Dollars (\$105,000.00) (the “Total Settlement Payment”). This is the maximum required payment under this Settlement Agreement subject to the paragraph immediately below. The Total Settlement Payment includes the PAGA Fund, Settlement Administration Costs, and Plaintiff’s Counsel Payment.

30. The Total Settlement Payment is conditioned on representations made concerning the number of PAGA Settlement Members in the PAGA Period. Specifically, based on a review of the records, the Parties have determined that there are 72 PAGA Settlement Members who worked a total of 1,233 PAGA Pay Periods during the PAGA Period. Should the actual number of PAGA Pay Periods worked by the PAGA Members exceed 1,233 by more than 10% greater than this figure (i.e., if there are 1356 or more total PAGA Pay Periods), the Total Settlement Amount will increase pro rata per additional PAGA Pay Period.

B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs

31. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees not to exceed one-third (1/3) of the Total Settlement Payment, and Plaintiff’s Counsel will also seek reimbursement of reasonable litigation costs (attorneys’ fees and reasonable litigation costs are referred to as “Plaintiff’s Counsel Payment”). Attorneys’ fees shall not exceed one-third (1/3) of the Total Settlement Payment, and reasonable litigation costs and expenses (exclusive of the Settlement Administration Costs which are detailed below) are estimated not to exceed \$10,000.00.

32. Defendants will not oppose or object to Plaintiff’s Counsels’ application for attorneys’ fees, not to exceed one-third (1/3) of the Total Settlement Payment, plus all documented and reasonable litigation costs and expenses.

33. Plaintiff’s Counsel’s fees and costs payments shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the PAGA Fund.

1 **C. Settlement Administration Costs**

2 34. Settlement administration shall be done by a qualified, third-party settlement
3 administrator agreed to by the Parties and approved by the Court. The Parties agree to use Phoenix
4 Settlement Administrators to administer the Settlement. . The Parties agree that the Settlement
5 Administrative Costs shall be paid from the Total Settlement Payment. This includes all costs for
6 postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement
7 Administrator to implement and complete the settlement process according to the terms of this
8 Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the
9 escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax
10 documents for PAGA Settlement Members, and any other related fees and costs (the “Settlement
11 Administration Costs”). The Settlement Administration Costs are estimated to not exceed Two Thousand
12 Six Hundred Dollars (\$2,600.00).

13 35. The Settlement Administration Costs shall be paid from the Total Settlement Payment.
14 Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

15 **D. PAGA Fund**

16 36. After deducting the Plaintiff’s Counsel Payment and Settlement Administration Costs,
17 the PAGA Fund shall be allocated toward payment to the LWDA and PAGA Settlement Members.

18 37. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-
19 five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based
20 on their proportionate share of the PAGA Pay Periods worked during the PAGA Period.

21 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

22 **A. Deposit of Total Settlement Payment**

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

39. Defendants shall deposit the Total Settlement Payment with the Settlement Administrator within twenty-one (21) calendar days of the Effective Date.

B. Formula for Calculating Share of PAGA Fund

40. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of PAGA Pay Periods worked by each PAGA Settlement Member during the PAGA Period.
- (b) The amount to be paid per PAGA Pay Period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of PAGA Pay Periods worked by all PAGA Settlement Members during the PAGA Period.
- (c) Defendants' records shall be determinative for purposes of calculating the number of PAGA Pay Periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

41. Within fourteen (14) days after the Court issues an Order approving the Settlement, Defendants shall provide the Settlement Administrator with a list of the names, last known addresses, social security numbers, of all the PAGA Settlement Members and the number of PAGA Pay Periods each PAGA Settlement Member worked. The contact information 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 PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

42. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

43. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

44. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment and approved litigation costs.

45. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same form as Exhibit A hereto.

46. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

47. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

48. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the California State Controller's Office

1 in the name of the PAGA Settlement Member who did not cash his or her check.

2 49. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA
3 Settlement Members who received a payment.

4 **D. Settlement Administration Payment**

5 50. Within seven (7) days after Total Settlement Payment is fully funded, the Settlement
6 Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

7 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

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

9 51. Upon the date of entry of an order by the Court in this Action approving this Settlement,
10 and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members,
11 including Plaintiff, fully release and forever discharge the Released Parties from any and all Released
12 Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under,
13 or recover in any other claim brought under, the California Private Attorneys General Act, California
14 Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA
15 Period.

16 **B. Tax Treatment**

17 52. The Parties make no representation as to the tax treatment or legal effect of the payments
18 called for hereunder, and the Parties are not relying on any statement, representation, or calculation by
19 any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that
20 she will be solely responsible for the payment of any taxes and penalties assessed on the payments made
21 to Plaintiff described herein and will hold Plaintiff's Counsel, Defendants, the Released Parties, Defense
22 Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from
23 treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this
24 section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the
25 Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this
26 Settlement, and no written communication or disclosure between or among the Parties or their attorneys
27 and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or
28 be construed or be relied upon as, tax advice within the meaning of United States Treasury Department

Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendants, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

53. Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement. Defendants agree not to oppose Plaintiff's Motion for Approval of PAGA Settlement.

B. Parties' Authority

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

C. Binding Nature of the Settlement

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

1 and the PAGA Settlement Members.

2 56. This Settlement may be amended or modified only by a written instrument. No rights
3 under this Settlement may be waived except in writing.

4 57. Paragraph titles or captions contained herein are inserted as a matter of convenience and
5 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
6 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

7 **D. Joint Drafting of Settlement Documents**

8 58. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
9 series of arm's-length negotiations, taking into account all relevant factors, present and potential.

10 59. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
11 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
12 any of the Parties.

13 **E. Execution of the Settlement**

14 60. This Settlement may be executed in one or more counterparts and by facsimile. All
15 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
16 be as legally binding and enforceable as the original.

17 **F. Continuing Jurisdiction of the Court**

18 61. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
19 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
20 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
21 administration of the benefits of this Settlement.

22 **G. Representations by Plaintiff**

23 62. Plaintiff acknowledges the following:

- 24 (a) Plaintiff has carefully read and fully understand all of the provisions of this
25 Settlement;
- 26 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
27 Settlement and has not been coerced, threatened, or intimidated into executing
28 this Settlement;

(c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with her attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

H. Representations by Defendants

63. 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 and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorney 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 this action.

///

Paragraph 64 on next page

///

///

///

64. This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement other than the representations, warranties and covenants contained and memorialized in such documents.

CHANDRA SWENSON, individually and on behalf
of other aggrieved employees

Chad

2020 FILLMORE LP

By:

DATE: _____

By:

DATE: _____

DATE: _____

1 **I. Entire Agreement**

2 64. This Settlement constitutes the entire agreement between Plaintiff and Defendants
3 relating to the settlement of the PAGA cause of action alleged in this Action. All prior or
4 contemporaneous agreements, understandings and statements, whether oral or written, whether express
5 or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral
6 or written representations, warranties or inducements have been made to any party concerning this
7 Settlement other than the representations, warranties and covenants contained and memorialized in such
8 documents.

9 AGREED TO BY PLAINTIFF:

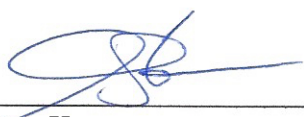
CHANDRA SWENSON, individually and on behalf
of other aggrieved employees

11 DATE: _____

12 AGREED TO BY DEFENDANTS:

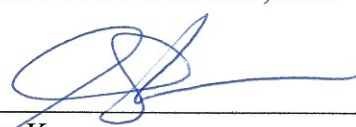
2020 FILLMORE LP

14 DATE: August 8, 2023

By: 
George Karas

LANDMARK HOSPITALITY, INC.

18 DATE: August 8, 2023

By: 
George Karas

GEORGE KARAS

22 DATE: August 8, 2023


RICHARD HOWARD

26 DATE: _____

64. This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement other than the representations, warranties and covenants contained and memorialized in such documents.

CHANDRA SWENSON, individually and on behalf
of other aggrieved employees

2020 FILLMORE LP

By: _____

LANDMARK HOSPITALITY, INC.

By: _____

GEORGE KARAS

RICHARD HOWARD

Ritornel