

JOINT STIPULATION OF INDIVIDUAL SETTLEMENT AND RELEASE

This Joint Stipulation of Individual Settlement and Release (“Agreement” or “Settlement”) is made by and between Plaintiff Jill Gardner (“Plaintiff”) and Defendant Vacation Resorts International (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” means Plaintiff’s Superior Court Action and Arbitration Action, as defined.

1.2. “Arbitration Action” means Plaintiff’s arbitration *Gardner v. Vacation Resorts International, et al.* pending in Judicate West Case No A301255 (“Individual Arbitration”).

1.3. “Court” means the Superior Court of California, County of Orange.

1.4. “Defendant” means Vacation Resorts International, a named defendant in the Actions.

1.5. “Defense Counsel” or “Defendant’s Counsel” means Mark D. Kemple and Benjamin F. Fraser of Greenberg Traurig, LLP.

1.6. “Settlement Amount” means \$30,000.00 (Thirty Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the PAGA Penalties, Plaintiff, and Plaintiff’s Counsel.

1.7. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to penalties, under Labor Code section 2699, subd. (i).

1.8. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.9. “Plaintiff’s Counsel” means Mark Yablonovich, Monica Balderrama, and Tony Roberts of the Law Offices of Mark Yablonovich.

1.10. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.11. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.12. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Plaintiff and the 75% to LWDA.

1.13. “Plaintiff” means Jill Gardner the named Plaintiff in the Actions.

1.14. “Released Parties” or “Released Party” means: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant. San Clemente Inn Vacation Plan Owners Association is not a Released Party and is excluded from this settlement and the definition of Released Parties.

1.15 “San Clemente Inn” means San Clemente Inn Vacation Plan Owners Association, a named defendant in the Actions, but not a party or beneficiary to this agreement.

1.16. “Superior Court Action” means Plaintiff’s lawsuit *Gardner v. Vacation Resorts International, et al.* pending in the Superior Court of California in the County of Orange, Case No. 30-2021-01229216-CU-OE-CXC (“Orange County PAGA Action”).

2. RECITALS.

2.1. On November 1, 2021, Plaintiff commenced this action by filing a Complaint in Orange County Superior Court alleging a cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* against Vacation Resorts International and San Clemente Inn. On January 18, 2022, Plaintiff filed a First Amended Complaint (“FAC”).

2.2 On October 26, 2022, the court in the Superior Court Action issued an order compelling Plaintiff to arbitrate her individual PAGA claim and staying the balance of the action.

2.3 Defendant denies the allegations in Plaintiff’s FAC, denies any employment relationship alleged in Plaintiff’s FAC, denies any failure to comply with the laws identified in Plaintiff’s FAC, and denies any and all liability for the causes of action alleged.

2.4. To provide PAGA Notice per Labor Code section 2699.3, subd. (a), Plaintiff wrote to Defendant and the LWDA on August 27, 2021.

3. MONETARY TERMS

3.1. Settlement Amount. Defendant promises to pay \$30,000.00 (Thirty Thousand Dollars) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.1 of this Agreement.

3.2. Payments from the Gross Settlement Amount. Defendant will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To the LWDA and Plaintiff: PAGA Penalties in the amount of \$1,000.00 to be paid from the Gross Settlement Amount, with 75% (to be \$750.00) allocated to the LWDA PAGA Payment and 25% (to be \$250.00) allocated to the Individual PAGA Payment to Plaintiff.

3.2.2. To Plaintiff for non-wages: Compensation for alleged non-wage damages including but not limited to compensatory, statutory and punitive damages and/or penalties in the amount of Fourteen Thousand Five Hundred Dollars (\$14,500.00) payable to “Jill Gardner” and for which amount Plaintiff will receive an IRS Form 1099. Plaintiff will be provided a single check that includes both the \$14,500.00 for non-wages and \$250.00 for the Individual PAGA Payment for a total of \$14,750.

3.2.3. To Plaintiff’s Counsel: Compensation for the services rendered in the prosecution of these Actions, Fourteen Thousand Five Hundred Dollars (\$14,500.00) payable to “Law Offices of Mark Yablonovich” for attorneys’ fees and costs, for which amount Plaintiff’s counsel will receive an IRS Form 1099.

4. CONDITIONS PRECEDENT TO PAYMENT / SETTLEMENT PAYMENTS.

4.1 Conditions Precedent to Payment: Plaintiff acknowledges, understands, and agrees that Plaintiff has had the opportunity to consult with counsel to review and consider this Agreement, as expressed in Section 8.3. Defendant is not obligated to deliver settlement funds until each of the following have been completed: (1) Plaintiff signs the Agreement and causes it to be delivered to Defendant, through its counsel at the email address specified below; (2) Plaintiff provides copies of IRS Forms 1099-MISC for Jill Gardner and IRS Form W-9 for Law Offices of Mark Yablonovich; (3) the Arbitrator approves and enters the order attached as Exhibit A, or enters an order substantively identical to the order attached as Exhibit A; (4) the Court approves settlement of the Superior Court Action and enters the order and judgment attached as Exhibit B, or enters an order substantively identical to the order and judgment attached as Exhibit B; (5) Defendant is dismissed entirely and with prejudice from both the Superior Court Action and the Arbitration Action, within twenty-one (21) calendar days of the Court’s enter of the order and judgment attached as Exhibit B.

4.2 Timing of Payment: Within fourteen (14) calendar days of the completion of all Conditions Precedent to Payment, as outlined in Section 4.1, Defendant will cause to be delivered at the address of Plaintiff’s Counsel, three checks in the combined amount of \$30,000, in the manner outlined in Section 3.2 above. Upon receipt, Plaintiff’s Counsel and Plaintiff shall cash their respective checks within five (5) calendar days of receipt and the date on which Plaintiff’s check clears shall be deemed the “Effective Date” as used in this agreement.

5. RELEASES OF CLAIMS.

Plaintiff releases claims against all Released Parties through the Effective Date as follows:

5.1 Plaintiff’s Release. In exchange for all compensation discussed in Section 3, Plaintiff on behalf of herself and any past, present, and/or future heir, spouse, executor, administrator or agent of hers, to the fullest extent permitted by law, hereby releases and discharges Defendant and all Released Parties of and from any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiff has or may have, known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time

before the time of execution of this Agreement by all Parties to it, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to all Parties' execution of this Agreement, and any and all claims that Plaintiff has actually alleged or could have alleged to date, any and all claims arising out of her alleged work for Defendant and/or employment status, any and all claims for wage and hour violations, claims for indemnification or business expense reimbursement, any and all claims based on a failure to provide written notice of material terms of employment, any and all claims for breach of any express or implied agreement, any claims related to any FMLA or CFRA leave, any claims that Plaintiff was wrongfully terminated, or that Plaintiff's privacy has been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *California Fair Employment and Housing Act* ("FEHA"), the *Americans with Disabilities Act*, Title VII of the *Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor - Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Rehabilitation Act of 1973*, as amended, *the Equal Pay Act*, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA," codified at Labor Code section 2698, *et seq.*), and *the California Wage Orders*, including but not limited to all claims pending in *Gardner v. Vacation Resorts International, et al.* Case No. 30-2021-01229216-CU-OE-CXC or *Gardner v. Vacation Resorts International, et al.* Judicate West Case No A301255. Plaintiff's release of Defendant and Released Parties is a necessary condition of this settlement. Plaintiff's release specifically excludes and is not intended in any way or manner to release Plaintiff's claims asserted against San Clemente Inn.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges the existence of and, with respect to the releases given hereinabove, expressly waives and relinquishes any and all rights and benefits Plaintiff has or may have under California Civil Code Section 1542 which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.3 Limitation on Release and Waiver: Notwithstanding anything to the contrary in this Agreement, the release of claims and waiver do not include any claims that Plaintiff cannot lawfully waive or release. Additionally, the release of claims and waiver in this Agreement,

including Section 5, do not include any claims that Plaintiff has or may claim to have against San Clemente Inn, which is not a Releasee or included in the Released Parties. Additional limitations are set forth in Section 7.

5.4 Bona Fide Dispute. Defendant and the Released Parties deny, and do not concede to, owing any wages or any other form of relief to Plaintiff and, therefore, in exchange for the Settlement Payment, Plaintiff hereby settles and releases the Released Claims which the Parties agree are in dispute.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), FAC (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)). In dismissal briefing and/or declaration(s), the Court will be informed that Plaintiff is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's 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 seek to reach agreement to modify the Agreement and otherwise satisfy the Court's concerns.

7. PROTECTED RIGHTS; NON-INTERFERENCE.

7.1 Notwithstanding the above, the release of claims in Section 5 do not include any claim for vested and accrued benefits under any benefit plan governed by the Employment Retirement Income Security Act of 1974, as amended (ERISA); any claim for unemployment or state disability insurance benefits, worker compensation benefits, or health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA); any claim of breach of the terms of

this Agreement; or claims that may arise after the Effective Date of the release given by this Agreement.

7.2 Additionally, nothing in this Agreement is intended to or shall interfere with or be interpreted as a waiver of Plaintiff's right to file a charge, cooperate or participate in an investigation or proceeding conducted by an administrative agency, such as the Equal Employment Opportunity Commission or the California Department of Fair Employment, to file an unfair labor practice charge under the National Labor Relations Act or engage in protected concerted activity, to make disclosures that are required by law or protected under the whistleblower provisions of any law, or to testify truthfully, without prior notice to Defendant, in any civil action against Defendant or in any administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment, when required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Nothing in this Agreement shall be interpreted to prohibit or prevent Plaintiff from recovering an award or filing or participating in any whistleblower complaint filed with the Securities and Exchange Commission. Additionally, any Confidentiality/Non-disclosure provision in this Agreement does not prohibit or restrict Plaintiff from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding this release or its underlying facts or circumstances. Any cooperation provision in this Agreement does not require Plaintiff to contact Defendant regarding the subject matter of any such communications before engaging in such communications.

8. OTHER PROMISES AND ACKNOWLEDGMENTS.

8.1 No Other Filings. Plaintiff represents and warrants that Plaintiff has not filed any complaints, charges, or any other proceedings against Defendant, or any of its agents, officers, executives or employees, with any agency, court, administrative body, or in any other forum, including private entities, in connection with the claims released herein other than the Actions.

8.2 No Medicare Beneficiary. Plaintiff declares and expressly warrants that Plaintiff is not a Medicare beneficiary as of the execution of this Agreement and therefore no conditional payments have been made by Medicare. Further, Plaintiff will indemnify, defend, and hold Defendant and its affiliated entities harmless from any and all damages (including multiple damages), claims, liens, Medicare conditional payments, and rights to payment, including any attorneys' fees sought, known or unknown. Plaintiff and Defendant: (a) are entering into this Agreement in compliance with both state and federal law; (b) have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395(b); and (c) made every effort to adequately protect Medicare's interest and incorporate such into this Agreement's terms.

8.3 Plaintiff's Acknowledgment. Plaintiff acknowledges that Plaintiff has carefully read and fully understands all of the provisions of this Agreement and the attachments to it, is fully aware of its legal effect, and have entered into it knowingly and voluntarily based on Plaintiff's own judgment and/or Plaintiff's attorney's advice, and Plaintiff represents Plaintiff has consulted with or has had an opportunity to consult with an independent attorney of Plaintiff's choosing before signing this Agreement, and have been advised in writing to do so by Defendant.

9. CONFIDENTIALITY OF AGREEMENT.

Except to make any statements and disclosures necessary to obtain approval of this settlement and file the motion for approval discussed above, for Plaintiff to inform the LWDA of the settlement, and for Plaintiff to continue the Actions against the remaining defendant, the Parties agree to keep confidential, and to not divulge or cause or allow to be divulged in any manner, including but not limited to verbally, in writing or via social media: (1) the terms of this Agreement; (2) the amount of the Settlement Payment described above in Section 3 or the other terms of the consideration for this Agreement; or (3) the existence of or the factual basis for any claims relating to the events or facts giving rise or related to the Actions, to any person or organization, including but not limited to, current or former employees of Defendant or the Releasees, members of the press and/or media, or any other members of the public.

9.1 Spousal Exception. Notwithstanding the foregoing, Plaintiff may permissibly disclose the existence and terms of this Agreement as necessary to the Parties' attorney(s) in these Actions and to Plaintiff's spouse (if any); provided that Plaintiff agree that Plaintiff's spouse shall be deemed bound to the confidentiality provisions set forth in this Section, and that if Plaintiff's spouse divulges the existence and terms of this Agreement, its negotiation, its execution, and/or its implementation to any person or organization, including, but not limited to, employees or former employees of Defendant or the Releasees, members of the press and/or media, or other members of the public, such divulgence shall be imputed to Plaintiff and shall constitute a breach of this Section by Plaintiff.

9.2 No Marketing. Plaintiff agrees to specifically instruct Plaintiff's counsel to not utilize and/or disclose this settlement or its terms outside the parameters of attorney-client confidentiality for any purpose other than for settlement arbitrator/court approval, including refraining from use or disclosure in course of marketing or publicity.

9.3 Tax Exception. This Section shall not prohibit the Parties or the Parties' attorney(s), if any, from disclosing the terms of this Agreement to the Parties' tax advisor(s) or accountants to the extent necessary to prepare the Parties' relevant tax returns and to represent the Parties in connection with any proceedings relating thereto, or from advising a governmental taxing authority of the consideration being paid to Plaintiff, or of the existence of this Agreement in response to a question or questions posed by such taxing authority; provided that the Parties shall instruct the Parties' tax advisors that they are to keep confidential their knowledge of the settlement and its terms and that any breach of that confidence by them will be attributed and imputed to the Parties.

10. CONTINUING JURISDICTION OF THE COURT.

10.1 Continuing Jurisdiction. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement, dismissal order, and/or Judgment, and (ii) addressing such post-Judgment and/or dismissal order matters as permitted by law.

10.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals; except, however, that Plaintiff's Counsel may appeal any reduction to the Attorneys' Fees and Costs set forth in Section 3.2.3 that they request from the Court, and either party may appeal any court order regarding this Settlement that materially alters the Settlement Agreement's terms. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the FAC have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, promises, or inducements made to or by any Party.

11.3 Attorney Authorization. Plaintiff's Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.5 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.10 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.11 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.12 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 on the same business day as the day sent by email, addressed as follows:

To Plaintiff:

1. Mark Yablonovich, Law Offices of Mark Yablonovich, 9595 Wilshire Blvd., Suite 900 Beverly Hills, California 90212, Mark@Yablonovichlaw.com;
2. Monica Balderrama, Law Offices of Mark Yablonovich, , 9595 Wilshire Blvd., Suite 900 Beverly Hills, California 90212, Monica@Yablonovichlaw.com;
3. Tony Roberts, Law Offices of Mark Yablonovich, 9595 Wilshire Blvd., Suite 900 Beverly Hills, California 90212, Tony@Yablonovichlaw.com

To Defendant:

1. Mark D. Kemple, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, kemplem@gtlaw.com
2. Benjamin F. Fraser, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, ben.fraser@gtlaw.com

11.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one

and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.14 Exhibit A. The Parties agree to all provisions in the Arbitrator's [Proposed] Order re: Settlement and Remand of Claims Against Respondent Vacation Resorts International to State Court.

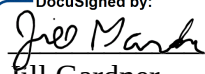
11.15 Exhibit B. The Parties agree to all provisions in the Superior Court's [Proposed] Order Approving the Joint Stipulation of Individual Settlement and Release in State Court and the [Proposed] Judgment re: Vacation Resorts International.

11.16 Stay of Litigation and Arbitration. Parties agree that upon the execution of this Agreement, they will take all reasonable steps to request and obtain a ruling that the Actions be stayed, except to effectuate the terms of this Agreement. The Parties further agree that they will propound no discovery on the other party, and notice no depositions, of the other party in the Actions, unless and until this Settlement fails to gain Court approval.

IT IS AGREED.

Dated: 5/28/2024

PLAINTIFF JILL GARDNER

DocuSigned by:

Jill Gardner

Dated: _____

VACATION RESORTS
INTERNATIONAL

By: _____
Signature

Name

Title

and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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IT IS AGREED.

Dated: _____

PLAINTIFF JILL GARDNER

Jill Gardner

Dated: 6/4/2024

VACATION RESORTS
INTERNATIONAL

By: David R. Cope

Signature

DAVID R. COPE

Name

General Counsel

Title

EXHIBIT A

Gardner v. Vacation Resorts International, et al. , Case No. 30-2021-01229216-CU-OE-CXC

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Vacation Resorts International

IN ARBITRATION

JUDICATE WEST

JILL GARDNER,

Claimant,

vs.

VACATION RESORTS
INTERNATIONAL, a California
Corporation; SAN CLEMENTE INN
VACATION PLAN OWNERS
ASSOCIATION, a California Corporation;
and DOES 1 through 50, inclusive,

Respondents.

Judicate West Case No.: A301255

Assigned for all purposes to Arbitrator Hon.
James L. Crandall (Ret.)

**[PROPOSED] ORDER RE: SETTLEMENT
AND REMAND OF CLAIMS AGAINST
RESPONDENT VACATION RESORTS
INTERNATIONAL TO STATE COURT**

[Filed concurrently with Declaration of Mark
Yablonovich]

State Court Complaint Filed: November 1, 2021
State Court FAC Filed: January 18, 2022
Demand Filed: March 10, 2023

1 **ORDER**

2 1. Claimant Jill Gardner (“Claimant”) and Respondent Vacation Resorts
3 International (“Respondent”) (together the “Parties”) have entered into a Joint Stipulation of
4 Individual Settlement and Release (“Settlement Agreement” or “Agreement”)¹ which is attached
5 as Exhibit 1.

6 2. Arbitrator Hon. James L. Crandall (Ret.) (the “Arbitrator”) has jurisdiction over
7 the subject matter of the arbitration and the Parties.

8 3. The Arbitrator has reviewed and approves the Agreement and expressly finds
9 that the Agreement is, in all respects, fair, reasonable, adequate, and in the best interests of the
10 Parties and directs implementation of all remaining terms, conditions, and provisions of the
11 Agreement. The Arbitrator finds that Agreement now will avoid additional and potentially
12 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
13 the case. Additionally, after considering the monetary recovery provided by the Agreement in
14 light of the challenges posed by continued litigation, the Arbitrator concludes that the
15 Agreement provides Claimant and the Labor and Workforce Development Agency with fair and
16 adequate relief.

17 4. The Settlement Agreement is not an admission by either of the Parties, or by any
18 of the other Released Parties as designated in the Settlement Agreement, nor is this Order a
19 finding of the validity of any alleged wrongdoing by the Parties or any of the other Released
20 Parties. Neither this Order, the Settlement Agreement, nor any document referred to in this
21 Order, nor any action taken to carry out the Agreement, may be construed as, or may be used as,
22 an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
23 against either Party or any of the other Released Parties.

24 5. Respondent shall pay Claimant, her counsel, and the LWDA pursuant to the
25 procedure described in Section 3 of the Settlement Agreement. Respondent shall have no further

26 _____
27 ¹ Respondent San Clemente Inn Vacation Plan Owners Association is not part of the
28 Settlement Agreement and no claims against Respondent San Clemente Inn Vacation Plan
Owners Association are released, remanded, or otherwise impacted by way of this Order or
the Parties’ Agreement.

liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

6. Pursuant to California Labor Code section 2699(1)(2), the Parties will submit the Settlement Agreement to Orange County Superior Court for review and approval. The Parties will simultaneously submit the Agreement to the Labor and Workforce Development Agency.

7. Pursuant to the Agreement, the Parties agree that upon the Effective Date, as defined in the Settlement Agreement, Claimant is not and will not be deemed an aggrieved employee (as that term is used in PAGA) of Respondent or the Released Parties for the claims released in the Settlement Agreement.

8. While the Settlement Agreement is pending approval before the Superior Court, the Arbitrator expressly retains limited jurisdiction as to Claimant's Arbitration demand against Respondent Vacation Reports International, as it relates to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Order for any purpose. Pursuant to Section 10 of the Settlement Agreement, the Parties agree that, after entry of Judgment, Orange County Superior Court will retain jurisdiction over the Parties and the Settlement solely for purposes of (i) enforcing the Settlement Agreement, Dismissal Order, and/or Judgment, and (ii) addressing such post-Judgment or dismissal order matters as permitted by law.

9. Claimant's Arbitration demand against Respondent Vacation Resorts International only is **REMANDED** in its entirety to the Orange County Superior Court for all further proceedings to effectuate the Settlement Agreement. Claimant shall send a copy of this Order to the Clerk of Orange County Superior Court, where this action originated.

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10. Respondent Vacation Resorts International is deemed dismissed entirely and with prejudice from this Action on the same day of the Superior Court's Order approving the Settlement Agreement.

IT IS SO ORDERED.

DATED:

Hon. James L. Crandall (Ret.)
Arbitrator

EXHIBIT B

Gardner v. Vacation Resorts International, et al. , Case No. 30-2021-01229216-CU-OE-CXC

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JILL GARDNER, as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

v.

VACATION RESORTS
INTERNATIONAL, a California
Corporation; SAN CLEMENTE INN
VACATION PLAN OWNERS
ASSOCIATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 30-2021-01229216-CU-OE-CXC

*[Assigned for all purposes to Hon. Lon F. Hurwitz,
Dept. CX-103]*

**[PROPOSED] ORDER APPROVING JOINT
STIPULATION OF INDIVIDUAL
SETTLEMENT AND RELEASE RE:
DEFENDANT VACATION RESORTS
INTERNATIONAL**

Complaint Filed: November 1, 2021
FAC Filed: January 18, 2022

ORDER

The Court, having considered Plaintiff Jill Gardner (“Plaintiff”) and Defendant Vacation Resorts International’s (“Defendant”) (together the “Parties”) Joint Stipulation of Individual Settlement and Release (“Settlement Agreement” or “Settlement”) and for good cause shown, approves the Parties’ Settlement Agreement, and it is **ORDERED**¹ as follows:

1. This Order adopts and incorporates by reference the terms and conditions of the Settlement Agreement, together with the definitions and terms used and contained in the Settlement Agreement, that is attached as Exhibit 1 to the Declaration of Mark Yablonovich.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the Action.

3. The Settlement Agreement is, in all respects, fair, reasonable, adequate, and in the best interests of the Parties and directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Settlement will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Settlement provides Plaintiff and the Labor and Workforce Development Agency (“LWDA”) with fair and adequate relief as to Plaintiff’s individual Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims.

4. The Settlement Agreement is not an admission by either of the Parties, or by any of the other Released Parties as designated in the Settlement Agreement, nor is this Order a finding of the validity of any alleged wrongdoing by the Parties or any of the other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to in this Order, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against either Party or any of the other Released Parties.

¹ Defendant San Clemente Inn Vacation Plan Owners Association is not part of the Settlement Agreement and no claims against Defendant San Clemente Inn Vacation Plan Owners Association are released or otherwise impacted by way of this Order or the Parties’ Settlement.

1 5. The Court has jurisdiction to enter this Order. Upon entry of this Order, the Court
2 expressly retains jurisdiction as to all matters relating to the administration, consummation,
3 enforcement, and interpretation of the Settlement Agreement and of this Order and the final judgment
4 and for any other necessary purpose, including, entering such additional orders as may be necessary or
5 appropriate to protect or effectuate the Court's Order and the final judgment.

6 6. Pursuant to the Settlement, the Parties agree that upon the Effective Date, as defined in
7 the Settlement Agreement, Plaintiff is not and will not be deemed an aggrieved employee of (as that
8 term is used in PAGA) Defendant or the Released Parties for the claims released in the Settlement
9 Agreement.

10 7. Defendant shall pay Plaintiff, Plaintiff's Counsel, and the LWDA pursuant to the
11 procedure described in the Settlement Agreement. Except as provided for in the Settlement Agreement,
12 the Parties shall bear their own costs, and have no further liability for expenses, interest, attorneys' fees,
13 or for any other charge, expense, or liability.

14 8. The terms of the Settlement Agreement and of the Court's Order shall be binding on
15 Plaintiff and the LWDA as to Plaintiff's individual PAGA claims and as to the extent the terms involve
16 the claims released in the Settlement Agreement as against the Released Parties. Plaintiff's individual
17 PAGA claims and the claims released in the Settlement Agreement are DISMISSED WITH
18 PREJUDICE as against the Released Parties, which includes Defendant Vacation Resorts International.
19 The non-individual claims of the LWDA are DISMISSED WITHOUT PREJUDICE as against the
20 Released Parties, which includes Defendant Vacation Resorts International. The claims for alleged
21 PAGA violations and penalties concerning employees other than Plaintiff, are DISMISSED WITHOUT
22 PREJUDICE as against the Released Parties, which includes Defendant Vacation Resorts International.
23 The Action, comprised of both individual and non-individual PAGA claims, will proceed against
24 Defendant San Clemente Inn Vacation Plan Owners Association.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

Hon. Lon F. Hurwitz
Judge of the Superior Court

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Vacation Resorts International

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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JILL GARDNER, as an aggrieved employee
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VACATION RESORTS
INTERNATIONAL, a California
Corporation; SAN CLEMENTE INN
VACATION PLAN OWNERS
ASSOCIATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 30-2021-01229216-CU-OE-CXC

*[Assigned for all purposes to Hon. Lon F. Hurwitz,
Dept. CX-103]*

**[PROPOSED] JUDGMENT AS TO
DEFENDANT VACATION RESORTS
INTERNATIONAL ONLY**

Complaint Filed: November 1, 2021
FAC Filed: January 18, 2022

JUDGMENT

Pursuant to the Order Approving the Individual Settlement between Plaintiff Jill Gardner (“Plaintiff”) and Defendant Vacation Resorts International’s (“Defendant”) (together the “Parties”) Joint Stipulation of Individual Settlement and Release (“Settlement Agreement” or “Settlement”), it is **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Judgment in this matter as to Defendant is entered in accordance with, and incorporates by reference the findings of, the Court’s Order approving of the Settlement Agreement between Plaintiff and Defendant. Unless otherwise provided for, all capitalized terms used shall have the same meaning as defined in the Settlement Agreement.

2. As provided by the Order, Plaintiff is barred from pursuing, or seeking to reopen, any of the claims released in the Settlement Agreement as against the Released Parties, which includes Defendant Vacation Resorts International.¹ The Labor and Workforce Development Agency (“LWDA”) is barred from pursuing, or seeking to reopen, Plaintiff’s individual Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims released in the Settlement Agreement as against the Released Parties, which includes Defendant Vacation Resorts International.

3. As provided by the Order and subject to the applicable laws and statute of limitations, the LWDA is not barred from pursuing non-individual PAGA claims as those claims have been dismissed without prejudice and employees other than Plaintiff, are not barred from pursuing PAGA claims as those claims have been dismissed without prejudice.

4. Pursuant to California Code of Civil Procedure section 579, this Court only renders judgment as to Defendant Vacation Resorts International and the Released Parties. The action will proceed against Defendant San Clemente Inn Vacation Plan Owners Association who is not a part of the Settlement Agreement.

5. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the Parties for purposes of enforcing the

¹ Defendant San Clemente Inn Vacation Plan Owners Association is not part of the Settlement Agreement and no claims against Defendant San Clemente Inn Vacation Plan Owners Association are released or otherwise impacted by way of this Judgment or the Parties’ Settlement.

terms of this Judgment.

6. Except as provided for in the Settlement Agreement, the Parties shall bear their own costs, and have no further liability for expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

7. This document shall constitute a judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Hon. Lon F. Hurwitz
Judge of the Superior Court