

## PAGA SETTLEMENT AGREEMENT

This Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiffs Benjamin Zermeno and Cristina Catalano (collectively “Plaintiffs”) and Defendants Remington Lodging & Hospitality, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. “Action” means Plaintiff Zermeno’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Zermeno v. Remington Lodging & Hospitality, LLC, et al.*, Case No. RG20069869 initiated on August 4, 2020 and pending in Superior Court of the State of California, County of Alameda, and Plaintiff Catalano’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Catalano v. Beverley Hills Hotel Management LLC, et al.*, Case No. 22STCV8139 initiated on June 1, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Atticus Administration LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Remington Lodging & Hospitality, LLC in California and classified as non-exempt employees during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court’s order granting approval of the Settlement.
- 1.8. “Court” means the Superior Court of California, County of Alameda.
- 1.9. “Defendants” means named Remington Lodging & Hospitality, LLC, Ashford Hospitality Trust, Inc., Ashford Hospitality Advisors, LLC, and Ashford TRS Beverly Hills, LLC.
- 1.10. “Defendants’ Counsel” means Ogletree Deakins.

- 1.11. "Effective Date" means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.12. "Gross Settlement Amount" means Two Million Thirty-Eight Thousand Dollars (\$2,038,000), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below and the Plaintiff Individual Settlement Amount. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Expense Payment, the Service Award, and the Administrator's Expenses Payment.
- 1.13. "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA Notice" means the notices pursuant to Labor Code section 2699.3, subd. (a) that Plaintiff Zermeno and Plaintiff Catalano submitted to the LWDA on October 15, 2020; May 27, 2020; and on June 1, 2022 describing their allegations to the LWDA and Defendants.
- 1.17. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Expense Payment, the Service Award, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, to be paid to Aggrieved Employees as Individual PAGA Payments and to the LWDA as a LWDA PAGA Payment, which, together, are the PAGA Penalties.
- 1.19. "PAGA" means the Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq.*
- 1.20. "PAGA Counsel" means Schneider Wallace Cottrell Kim LLP and Crosner Legal, P.C., the attorneys representing the Plaintiffs in the Action.
- 1.21. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action. PAGA Counsel will not seek more than \$713,300.00 (35% of the Gross Settlement Amount) as the PAGA Counsel Fees Payment.
- 1.22. "PAGA Counsel Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys' expenses, incurred to prosecute the Action.

Counsel will seek reimbursement for all reasonable costs associated with the Action, currently estimated to be \$57,000.

- 1.23. "PAGA Pay Periods" means the total number of Pay Periods that an Aggrieved Employee worked during the PAGA Period.
- 1.24. "PAGA Period" means the period from May 27, 2019 to the date the Court enters a Judgment on its Order Approving the PAGA Settlement, or 60 days from January 16, 2025, whichever is sooner.
- 1.25. "Plaintiffs" mean Benjamin Zermeno and Cristina Catalano, the named plaintiffs in the Action.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means Defendant, Ashford Hospitality Trust, Inc., Ashford Hospitality Advisors LLC, Ashford TRS Beverly Hills LLC, Beverly Hills Hotel Management LLC, BHR TRS Beverly Hills LLC, and Braemar Hotels & Resorts, Inc., and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, divisions, trustees, employees, agents, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, joint employers, insurers and related corporations.
- 1.28. "Service Award" means the payments to named Plaintiff Benjamin Zermeno and named Plaintiff Cristina Catalano for their efforts in bringing and prosecuting this matter. The Service Award will not exceed Ten Thousand Dollars (\$10,000.00) each for Plaintiff Benjamin Zermeno and Plaintiff Cristina Catalano.

## 2. RECITALS.

- 2.1. On July 15, 2020, Plaintiff Zermeno commenced filed a class and collective action complaint in the Central District of California, Case No. 2:20-cv-06302, which was later dismissed without prejudice on October 14, 2020, following the parties' stipulation to submit Plaintiff Zermeno's individual claims to arbitration. On August 4, 2020, Plaintiff Zermeno commenced this action by filing a PAGA complaint against Remington Lodging & Hospitality, LLC, Ashford Hospitality Trust, Inc., Ashford Hospitality Advisors, LLC, and Ashford TRS Beverly Hills, LLC in Alameda Superior Court, Case No. RG20069869. Zermeno alleges claims pursuant to California Labor Code §§ 2699(a) and (f) for civil penalties for violating the following California Labor Code provisions: California Labor Code § 351 (gratuity violation), § 1194 (failure to pay minimum wage), § 510 (failure to pay overtime wages), § 204 (failure to compensate for all hours worked), § 226.7 and 512 (failure to provide compliant rest periods), §§ 226 and 226.3 (failure to provide timely and compliant itemized wage statements), §§ 201-203, 225.5 and 256 (failure to timely pay all wages owed during employment and following separation from employment). On August 12, 2022, the Alameda court granted Remington Lodging & Hospitality, LLC's motion to compel arbitration as to Plaintiff Zermeno's individual PAGA claim, and stayed the representative PAGA

claims pending completion of the arbitration. On November 9, 2023, pursuant to the parties' agreement, Plaintiff Zermeno filed an amended demand for arbitration to include his individual PAGA claim.

- 2.2. On June 1, 2022, Plaintiff Catalano filed a class action complaint on behalf of herself and all current and former non-exempt employees who worked for Beverley Hills Hotel Management LLC, BHR TRS Beverley Hills LLC, Braemar Hotels & Resorts, Inc., Remington Lodging & Hospitality, LLC and Ashford TRS Beverley Hills LLC ("BHHM Defendants"). BHHM Defendants filed a motion to compel arbitration in this matter.
- 2.3. On August 18, 2022, Plaintiff Catalano filed a representative action complaint against the BHHM Defendants on behalf of herself and aggrieved employees defined as all current and former employees that worked either directly or via a staffing agency for the BHHM Defendants at any location in California at any time from June 14, 2021 to the present. The BHHM Defendants' motion to compel arbitration was deemed filed in this action as the cases were related by the Honorable William F. Highberger. The court ordered Plaintiff's individual representative claims to arbitration and stayed her non-individual representative claims pending the outcome in *Adolph v. Uber Techs.* Plaintiff Catalano settled her individual claims in arbitration against the BHHM Defendants. The settlement did not include her non-individual PAGA claim.
- 2.4. Defendant denies the allegations in the Action, deny any failure to comply with the laws identified in in the Action, and denies any and all liability for the causes of action alleged. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law.
- 2.5. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA. Plaintiff Zermeno submitted his notice on May 27, 2020, and then supplemented his notice on October 15, 2020. Plaintiff Catalano submitted her notice on May 27, 2022 and June 1, 2022.
- 2.6. On December 27, 2024, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., which led to this Agreement to settle the Action. The Parties subsequently accepted the mediator's proposal outlining the major terms of this Settlement on January 16, 2025.
- 2.7. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, a sampling of payroll and time records for the Aggrieved Employees, relevant agreements, policies, and procedures, along with figures and information regarding the number of Aggrieved Employees and PAGA Pay Periods. Plaintiff Zermeno also took multiple depositions in anticipation of his individual arbitration.
- 2.8. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants

or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

### 3. MONETARY TERMS.

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$2,038,000 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
  - 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 35% (\$713,300.00) and PAGA Counsel Expense Payment as documented in PAGA Counsel's billing statements, currently estimated as \$57,000. Defendant will not oppose requests for Court approval of these payments. Plaintiffs and/or PAGA Counsel will file an application or motion for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Expense Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Expense Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Expense Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
  - 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to exceed \$16,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,500, the Administrator will retain the remainder in the Net Settlement Amount.
  - 3.2.3. **To the Plaintiffs:** A Service Award of not more than \$10,000 each. To the extent the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
  - 3.2.4. **To the LWDA and Aggrieved Employees:** PAGA Penalties constituting 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and constituting 25% of the Net Settlement Amount allocated to the Individual PAGA Payments.

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

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. **Aggrieved Employee Data.** Within ten (10) days of the date of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date.
- 4.3. **Payments from the Gross Settlement Amount.** Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Awards, the PAGA Counsel Fee Payment, and the PAGA Counsel Expense Payment.
- 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. Simultaneous with the checks issued pursuant to paragraph 4.4.1 above, the Administrator will mail a letter explaining the reason why the Aggrieved Employee is receiving a check, substantially in the form attached as **Exhibit A**, to the Aggrieved Employees along with the Individual PAGA Payment checks.

- 4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.
- 4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall tender the funds represented by such checks to the Parties' agreed upon Legal Aid Foundation of Los Angeles, subject to the Court's approval.
- 4.3.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the following claims will be released against all Released Parties as follows:

5.1. **Released PAGA Claims:** The State of California, on behalf of the Aggrieved Employees, is deemed to release the Released Parties from all claims for PAGA civil penalties that were or could have been asserted based on the facts alleged in the LWDA Notices, or in the operative complaint (attached hereto as Exhibit B), including claims for civil penalties pursuant to Labor Code section 2699, et seq. for violations of Labor Code sections 201, 202, 203, 204, 225.5, 226, 226.3, 226.7, 256, 351, 510, 512, 1194 and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The release does not include underlying Labor Code claims; claims for wrongful termination, discrimination, unemployment insurance, disability and workers' compensation; claims outside of the PAGA Period; and any claims that cannot be released as a matter of law.

5.2. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs will also release claims against all Released Parties as follows:

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiffs' Counsel shall draft and file a motion for approval of this Settlement as soon as practicable following the execution of this Agreement.

6.1. **Plaintiffs' Responsibilities.** Plaintiffs will request that the Court dismiss without prejudice Plaintiff Zermeno's class action claims.

- 6.2. **Stay of Catalano:** After the execution of this Agreement and before filing the Motion for Preliminary Approval, the Parties will jointly stipulate and request an order to stay the *Catalano* action. Upon the Court's granting of approval of the Settlement, the Parties will file a stipulation to dismiss the *Catalano* action with prejudice.
- 6.3. **Amended Complaint.** The Parties shall jointly stipulate to the filing of the Second Amended Complaint ("SAC") and to personal and subject matter jurisdiction in Alameda County Superior Court solely for the purposes of obtaining approval of this Settlement. The SAC will add the individual PAGA cause of action asserted in Plaintiff Zermeno's arbitration demand into the SAC, add Plaintiff Catalano to the SAC, and add the allegations in the Catalano PAGA complaint into the SAC. The Parties shall cooperate in ensuring that Defendants need not file a response to the Second Amended Complaint. The Parties shall file the stipulation and proposed Second Amended Complaint with or prior to the filing of Plaintiff's unopposed motion for approval of PAGA Settlement. The Second Amended Complaint is attached hereto as **Exhibit B**.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. **Selection of Administrator.** The Parties have jointly selected Atticus Administration LLC to serve as the Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. **Tax Treatment of Settlement Amounts.** With regard to the Individual PAGA Payments, 100% will be allocated to penalties and IRS Form 1099s will be issued. With regard to the PAGA Counsel Fees Payment and PAGA Counsel Expense Payment, IRS Form 1099 will be issued to PAGA Counsel.
- 7.3. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of December 27, 2024, there were 4,798 Aggrieved Employees who worked 120,000 Pay Periods during the PAGA Period. If that amount of pay periods during the PAGA Period is determined to be more than 10% higher than 120,000 pay periods, then the Gross Settlement Amount shall be increased proportionally by the amount of pay periods over the 10% increase, or Defendant may agree to a release end date as of the accrual of 120,000 pay periods.

9. **CONTINUING JURISDICTION OF THE COURT.** 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 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Expense Payment, 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. 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.

## 10. ADDITIONAL PROVISIONS.

- 10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. **Attorney Authorization.** PAGA Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. Notwithstanding the Parties' attempts to implement the Settlement using their best efforts, in the event the Court does not approve the Settlement, the Court does not enter a judgment or if this Settlement does not become effective for any reason, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the date of January 16, 2025, and the Parties shall proceed with the

Action in all respects as if this Settlement had not been executed and as if the Second Amended Complaint had not been filed. Should the Settlement not become effective for any reason, the time between the date January 16, 2025, and the date the Settlement is terminated or otherwise made not final shall be tolled for the purposes of *Zermeno*'s and *Catalano*'s five-year limitations under Cal. Code Civ. Proc. Section 583.310.

- 10.5. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. **No Tax Advice.** Neither Plaintiffs, PAGA 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.
- 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. **No Press.** The Parties agree that they will keep all settlement negotiations and/or communications leading up to the execution of this settlement strictly confidential and will not make press, social media, or marketing/advertisements communications to third parties or the general public regarding this litigation and resolution (such as publicizing the settlement and/or display of it for marketing/advertising purposes), other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties agree that if they receive inquiries from the press, media or social media about this settlement, they will respond only that the case has been amicably resolved to the Parties' mutual satisfaction. Nothing in this provision will affect the ability of the Parties' respective counsel to carry out their duties required by the Court or affect their respective attorney client communications. Additionally, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes. This paragraph does not prohibit PAGA Counsel from speaking to or responding to inquiries from Aggrieved Employees.

- 10.12. **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.
- 10.13. **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.
- 10.14. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Zermeno:

Carolyn H. Cottrell  
Ori Edelstein  
Michelle S. Lim  
Elizabeth R. Klos  
SCHNEIDER WALLACE  
COTTRELL KIM LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
mlim@schneiderwallace.com  
eklos@schneiderwallace.com

To Plaintiff Catalano:

Jamie K. Serb  
Sepideh Ardestani  
Zachary M. Crosner  
CROSNER LEGAL, P.C.  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210  
jamie@crosnerlegal.com  
sepideh@crosnerlegal.com  
zach@crosnerlegal.com

To Defendant:

Linda Claxton  
Charles Thompson  
Graham Helm  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
One Embarcadero Center, Suite 900  
San Francisco, CA 94111  
linda.claxton@ogletree.com  
Charles.thompson@ogletree.com  
graham.helm@ogletree.com

- 10.15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign, Dropbox Sign), 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.
- 10.16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as follows:



\_\_\_\_\_  
Plaintiff Benjamin Zermeno

\_\_\_\_\_  
Defendant  
Remington Lodging & Hospitality, LLC

08 / 21 / 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



\_\_\_\_\_  
Plaintiff Cristina Catalano

09 / 09 / 2025

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
Counsel for Zermeno

August 21, 2025

Date

  
Counsel for Catalano

September 9, 2025

Date

Counsel for Defendant

Date

To Defendant:

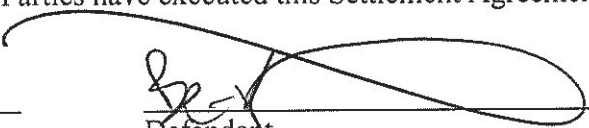
Linda Claxton  
Charles Thompson  
Graham Helm  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
One Embarcadero Center, Suite 900  
San Francisco, CA 94111  
linda.claxton@ogletree.com  
Charles.thompson@ogletree.com  
graham.helm@ogletree.com

10.15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign, Dropbox Sign), 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.

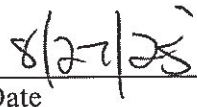
10.16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330, the date to bring a case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

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

\_\_\_\_\_  
Plaintiff Benjamin Zermeno

  
\_\_\_\_\_  
Defendant  
Remington Lodging & Hospitality, LLC

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff Cristina Catalano

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Zermeno

*Linda Clapton*  
\_\_\_\_\_  
Counsel for Defendant

\_\_\_\_\_  
Date

09/03/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel for Catalano

\_\_\_\_\_  
Date

## **Exhibit A**

[Settlement Admin Contact Info]  
<<SETTLEMENT ADMIN ID>>

[Mailing Date]  
<<FullName>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

**Re: Settlement Payment from the *Zermeno v. Remington Lodging & Hospitality, LLC, et al.* Lawsuit**

Dear <<FullName>>:

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Zermeno, et al. v. Remington Lodging & Hospitality, LLC, et al.*, Case No. RG20069869, Superior Court of California, County of Alameda (the "Action").

Plaintiffs Benjamin Zermeno and Christina Catalano filed actions against Remington Lodging & Hospitality, LLC, ("Defendant") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA") on behalf of the State of California and all "aggrieved employees" of Defendant for civil penalties for alleged wage and hour violations, including but not limited to: the alleged failure to pay minimum wages, overtime wages, provide compliant meal periods and rest breaks, pay meal and rest period premium payments, provide compliant itemized and accurate wage statements, timely and fully pay all wages during employment and upon termination, and reimburse necessary business expenses.

Defendant denies that it has done anything wrong or that it owes any wages or penalties. Defendant believes it has at all times complied with the Labor Code. The parties in this Action have agreed to resolve the case to avoid the uncertainty and expense of litigation, and as part of the settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the employees, with 75% of the settlement going to the State and the remaining 25% divided among the represented employees. As a result of this settlement, the State of California's and your ability to seek penalties recoverable under the PAGA, for all of the claims ordered released by the Court and summarized above, have been released.

The PAGA claims that have been settled in this matter are limited to those brought on behalf of the State of California. This settlement payment does not affect your right to bring any individual claim against Defendant and related released parties. You are not able to opt out or object to the settlement.

This settlement includes and applies to: all individuals who were employed by Remington Lodging & Hospitality, LLC in California and classified as non-exempt employees during the period from May 27, 2019 to the date the Court enters a Judgment on its Order Approving the PAGA Settlement, or \_\_\_\_\_ (60 days from January 16, 2025). You have been identified as a current or former employee to whom this settlement applies and who is included in this settlement. Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties.

If you have any questions, you can view the public docket on the Court's website at [web address] by searching the case number, or you can contact the settlement administrator (whose contact information is at the top of this letter).

Sincerely,  
[Settlement Administrator]

89463784.v1-OGLETREE

|                         |                                           |
|-------------------------|-------------------------------------------|
| Title                   | Zermeno and Catalano Settlement Agreement |
| File name               | Zermeno_and_Catal...ent_Agreement.pdf     |
| Document ID             | b2ffe10d5200a677727fa7098f155705150e7acb  |
| Audit trail date format | MM / DD / YYYY                            |
| Status                  | ● Signed                                  |

## Document History



SENT

**09 / 09 / 2025**

22:53:19 UTC

Sent for signature to CRISTINA CATALANO  
(cristinacatalano@icloud.com) from mathew@crosnerlegal.com  
IP: 97.190.117.238



VIEWED

**09 / 09 / 2025**

23:20:15 UTC

Viewed by CRISTINA CATALANO (cristinacatalano@icloud.com)  
IP: 104.28.123.87



SIGNED

**09 / 09 / 2025**

23:26:51 UTC

Signed by CRISTINA CATALANO (cristinacatalano@icloud.com)  
IP: 104.28.123.87



COMPLETED

**09 / 09 / 2025**

23:26:51 UTC

The document has been completed.