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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

BYRON MEJIA AGUILAR, individually and on behalf of all similarly situated, Plaintiffs, vs. 365 HOSPITALITY ASSOCIATES LLC, a Colorado Limited Liability Company doing business in California; STONEBRIDGE COMPANIES, a Colorado Limited Liability Company doing business in California and DOES 1- 50, Inclusive, Defendants.	Case No. CGC-23-603788 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement" "Settlement" or "Agreement") is made by and between Plaintiffs Byron Mejia Aguilar and Ana Vanegas ("Plaintiffs") and Defendants 365 Hospitality Associates, LLC ("365 Hospitality"), Real Hospitality Group, LLC ("Real Hospitality"), Stonebridge Hospitality Associates, LLC ("Stonebridge Hospitality"), 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and Stonebridge Concessions (collectively, "Defendants"). Plaintiffs and Defendants are jointly referred to as the "Parties," and individually "Party."

1. **DEFINITIONS.**

1.1. "Actions" means the three actions entitled: *Aguilar v. 365 Hospitality Associates, LLC, et al.*, San Francisco Superior Court, Case No. CGC-23-603788; *Vanegas v. Stonebridge Hospitality Associates, LLC*, United States District Court for the Northern District of California, Case No. 3:24-CV-08005-AMO (removed from San Francisco Superior Court, Case No. CGC-24-618403); and *Vanegas v. Stonebridge Hospitality Associates, LLC*, San Francisco Superior Court, Case No. CGC-24-620166.

1.2. "Administrator" means Xpand Legal, the neutral entity the Parties have designated to administer the Settlement.

1.3. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed $12,000.00.

1.4. "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Stonebridge Hospitality, 365 Hospitality, Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and/or Stonebridge Concessions, LLC in California at any time from April 5, 2021, through April 20, 2025.

1.5. "Amended PAGA Notices" means Plaintiffs' amended PAGA Notices to the LWDA and Defendants providing written notice of the specific Labor Code provisions Plaintiffs allege Defendants violated pursuant to Labor Code section 2699.3(a), attached hereto as

Exhibit A and Exhibit B.

1.6. "Class" means all current and former non-exempt or hourly paid employees who worked for (1) Stonebridge Hospitality in California at any time from July 27, 2018, through April 20, 2025, (2) 365 Hospitality in California at any time from January 3, 2019, through April 20, 2025, and/or (3) Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and/or Stonebridge Concessions, LLC in California at any time from May 15, 2024, through April 20, 2025.

1.7. "Class Counsel" means Justin Lo of Work Lawyers, P.C., and Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.

1.8. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed $343,260.00 or one-third of the Gross Settlement Amount, whichever is greater.

1.9. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed $29,000.00.

1.10. "Class Data" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.11. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

1.12. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.

1.13. "Class Notice" means the court-approved Notice of Class and Representative Action

Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit C** and incorporated by reference into this Agreement.

1.14. "Class Period" means the periods from (1) July 27, 2018, through April 20, 2025, for all Class Members who worked for Stonebridge Hospitality, (2) January 3, 2019, through April 20, 2025, for all Class Members who worked for 365 Hospitality, and (3) May 15, 2024, through April 20, 2025, for all Class Members who worked for Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and/or Stonebridge Concessions, LLC.

1.15. "Class Representatives" means the named Plaintiffs in the Actions, Byron Mejia Aguilar and Ana Batres Vanegas.

1.16. "Class Representative Service Payments" means the court-approved payments allocated to the Class Representatives for their services in support of the Actions and General Releases, not to exceed $7,500.00 per Class Representative.

1.17. "Court" means the Superior Court of the State of California, County of San Francisco.

1.18. "Defendants" means and refers to the named Defendants in the Actions, 365 Hospitality Associates, LLC, Real Hospitality Group, LLC, Stonebridge Hospitality Associates, LLC, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and Stonebridge Concessions, LLC.

1.19. "Defense Counsel" means Shareef Farag and Nicholas Poper of Baker & Hostetler LLP.

1.20. "Effective Date" means the date both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

1.22. "Final Approval Hearing" means the Court's Hearing on Plaintiffs' Motion for Final Approval of the Settlement.

1.23. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. "Gross Settlement Amount" means One Million Twenty-Nine Thousand Seven Hundred Eighty Dollars ($1,029,780.00), the total amount Defendants agree to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement, except as provided in Paragraph 7.1, below and excluding employer payroll taxes owed on the wage portions of the Individual Class Payments. The Gross Settlement Amount will be used to fund the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under California Labor Code ("Labor Code") section 2699(i).

1.28. "LWDA PAGA Payment" means the LWDA's 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).

1.29. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. "Non-Participating Class Member" means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "Objection" means a Participating Class Member's written or verbal objection to a term or terms of the Settlement.

1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from April 5, 2021, through April 20, 2025.

1.34. "PAGA" means the California Private Attorneys General Act, Labor Code sections 2698, *et seq*.

1.35. "PAGA Notices" means Plaintiff Aguilar's June 9, 2022 Notice, Plaintiff Vanegas' September 22, 2024 Notice, and Plaintiffs' Amended PAGA Notices, defined above, to the LWDA and Defendants providing written notice of the specific Labor Code provisions Plaintiffs allege Defendants violated, pursuant to Labor Code section 2699.3(a).

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed $80,000.00.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiffs" means the named Plaintiffs in the Actions, Byron Mejia Aguilar and Ana Batres Vanegas.

1.39. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Released Class Claims" means the claims released as described in Paragraph 5.2.

1.41. "Released PAGA Claims" means the claims released as described in Paragraph 5.3.

1.42. "Released Parties" means Defendants, SC Walnut Creek Financeco, LLC, Hotel Beverage Company, LLC, Hotel Beverage Member, LLC, SLS Lodging Advisors, LLC, SC Walnut Creek, LLC, together with their affiliates, officers, directors, employees, owners, and agents, as well as AVR San Jose Downtown Hotel, LLC, Summit Hotel TRS 114, LLC, SC Walnut Creek, LLC, Harbor Suites, LLC, Garden Grove Lodging, LLC, BRE Gateway SSF Operations, LLC, Summit Hotel TRS 129, LLC, West Coast Lodging, LP, and DC San Francisco 1 Operations LLC.

1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.

1.44. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and shall be the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.45. "Workweek" means any week in which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. On June 9, 2022, Plaintiff Aguilar submitted to the LWDA, and sent via certified mail to Defendants, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). On September 24, 2024, Plaintiff Vanegas submitted to the LWDA, and sent via certified mail to Defendants, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.2. On January 3, 2023, Plaintiff Aguilar filed a PAGA Complaint against Defendants, which alleged nine causes of action for violation of Labor Code sections 201-204, 226, *et seq.*, 512, 1194, *et seq.*, 1197, 1198, 2802, violation of California Business and

Professions Code sections 17200, *et seq.*, and civil penalties under PAGA.

2.3. On September 25, 2024, Plaintiff Vanegas filed a Class Action Complaint against Defendants, which alleged eight causes of action for violation of Labor Code sections 201-204, 226, *et seq.*, 512, 1194, *et seq.*, 1197, 1198, 2802, and California Business and Professions Code sections 17200, *et seq.*

2.4. On November 27, 2024, Plaintiff Vanegas filed a Representative Action Complaint against Defendants, which alleged a single cause of action for civil penalties under PAGA.

2.5. In or around February 20, 2025, the Parties agreed to attempt to resolve the Action through private mediation with experienced neutral Kelly Knight Esq. A tentative settlement of the matter was reached the same day.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, in addition to other data and documents, a vast majority of the time and corresponding payroll records of the Class and the employee handbooks and policies in effect during the Class Period.

2.7. For purposes of this Settlement only, Plaintiffs shall submit the Amended PAGA Notices to the LWDA and Defendants not later than two (2) business days after the Parties have fully signed this Settlement Agreement. Further, should for whatever reason, the Settlement set forth in this Agreement not become final, the Amended PAGA Notices shall be deemed withdrawn with prejudice, null, and void *ab initio*.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.1 below, Defendants will pay $1,029,780.00 as the Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or 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 Final Approval Order:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $7,500.00 per payment, in addition to the Individual Class Payments and Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves of Class Representative Service Payments that are less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on these payments and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Defendants make no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by Defendants or their counsel in this regard.

3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed $343,260.00 or one-third of the Gross Settlement Amount, whichever is greater, and a Class Counsel Expenses Payment not to exceed $29,000.00. Defendants will not oppose Plaintiffs' request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses

Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment of not more than $12,000.00, except for a showing of good cause and as approved by the Court. Plaintiffs and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than $12,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.2.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating

Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.3.2. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty-Five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than $80,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., $60,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., $20,000.00) allocated to the Individual PAGA Payments. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.

3.2.4.2. Tax Allocation of Individual PAGA Payments: One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. The Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) calendar days of the Effective Date.

4.2. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendants fund the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date when the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for

Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.2.2. No later than fourteen (14) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement prior to the void date.

4.2.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS**. Effective on the date Defendants fully fund the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs fully release and discharge the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against Defendants, including (i) all claims based on violation of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, any California Industrial Commission Wage Order, California Code of Regulations, Title 8, Sections 11040, *et seq.*, Business and Professions Code sections 17200, *et seq.*, and California Code of Civil Procedure section 1021.5; (ii) all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair or unlawful business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaint at any time during the Class Period; and (iii) all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Age Discrimination in Employment Act; California Fair Employment and Housing Act; and the law of contract and tort ("Plaintiffs' Release"). In connection therewith, Plaintiffs waive the provisions of California Civil Code section 1542, which states:

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.

5.1.1. Plaintiffs' Release excludes the release of claims not permitted by law.

5.2. Release by Participating Class Members: All Participating Class Members fully release and discharge the Released Parties of any and all claims alleged in the operative Complaint and/or any and all claims and/or theories of liability that could have been alleged in the operative Complaint, including, but not limited to (i) all claims for violation of and/or any applicable penalties pursuant to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, the California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, *et seq.*, and California Business and Professions Code sections 17200, *et seq.*, and (ii) any and all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, and statutory penalties at any time during the Class Periods (collectively, "Released Class Claims").

5.2.1. The Participating Class Members' Release excludes the release of claims not permitted by law.

5.3. Release by Aggrieved Employees: All Aggrieved Employees fully release and discharge the Released Parties of any and all PAGA claims and/or theories of liability alleged in the operative Complaint or the PAGA Notices and/or any and all PAGA claims based on the facts stated in the operative Complaint or the PAGA Notices, including, but not limited to, (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 and the California Industrial Commission Wage Orders, and (ii) any and all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.*, including, but not limited to those based on the facts or claims alleged in the operative Complaint or the PAGA Notices at any time during the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims (collectively, "Released PAGA Claims").

5.3.1. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected Xpand Legal to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

6.2. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval, Defendants will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

6.3. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.4. Notice to Class Members. No later than fourteen (14) calendar days after the Administrator's receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit C**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.5. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.5.2. If the Administrator, Defendants, Defense Counsel, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

6.6. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted, whether valid or invalid.

6.7. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, Challenges to Workweeks, and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all Requests for Exclusion and objections received.

6.8. Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel (i) a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of Objections to the Settlement it received (both valid or invalid), and the total number of Participating Class Members and Workweeks. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.9. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.10. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

6.11. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

6.12. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payments, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes and emails.

6.13. Class Members' Options.

6.13.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by sending a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Actions; and (3) be mailed to the specified physical address of the Administrator on or before the Response Deadline. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely, but defective as to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel have the authority to attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.13.1.1. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.13.1.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.13.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel have the authority to attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Court's decision shall be final and not appealable or otherwise susceptible to challenge. All such challenges are to be resolved no later than fourteen (14) calendar days after the Response Deadline.

6.13.3. Objections to Settlement. Each Participating Class Members shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Actions; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

7. ESCALATOR CLAUSE

7.1. Based on their records, Defendants estimate that: Class Members employed by Stonebridge Hospitality worked approximately 49,395 Workweeks between July 27, 2018, and February 20, 2025; Class Members employed by 365 Hospitality worked approximately 11,309 Workweeks between January 3, 2019, and February 20, 2025; and Class Members employed by Real Hospitality worked approximately 2,439 Workweeks between January 16, 2024, and December 20, 2024 (a combined total of 63,143 Workweeks). If the actual number of Workweeks collectively worked by Class Members during the Class Period increases by more than ten percent (10%) above 63,143, Defendants will at their option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (e.g., if the number is eleven percent (11%) higher, the Gross Settlement Amount will be increased by one percent (1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date closest to, but that does not exceed, 69,457 Workweeks to eliminate the need to increase the Gross Settlement Amount. Defendants' counsel will notify Plaintiffs' counsel of Defendants' election after the date of the Preliminary Approval Order and within seven (7) days of being notified by the Administrator that this clause has been triggered.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement within fourteen (14) calendar days after expiration of the Response Deadline. If Defendants elect to withdraw from the Settlement, Defendants must notify Class Counsel and the Court of their decision no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendants will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR FINAL APPROVAL.

No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(*l*) and a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval").

9.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Actions, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment reflected set forth in the instant Settlement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms.

11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall 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. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.3. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, Plaintiffs reserve the right to move for class certification on any grounds available, and Plaintiffs reserve the right to contest Defendants' 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.

11.4. Consolidation of Actions. Solely for the purpose of facilitating this Settlement of the Actions on a consolidated basis, in a single action for Court approval, the Parties agree that: (i) they will take all necessary action to ensure that the matters of *Vanegas v. Stonebridge Hospitality Associates*, LLC, United States District Court for the Northern District of California, Case No. 3:24-CV-08005-AMO and *Vanegas v. Stonebridge Hospitality Associates, LLC,* San Francisco Superior Court, Case No. CGC-24-620166 are consolidated with the matter of *Aguilar v. 365 Hospitality Associates, LLC*, et al., San Francisco Superior Court, Case No. CGC-23-603788 for settlement purposes only; and (ii) they will stipulate to filing an amended consolidated complaint in the Aguilar matter that adds Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and Stonebridge Concessions, LLC as defendants and includes all class and representative PAGA action claims alleged in each of the currently operative complaints in the Actions, along with any additional class claims based on the California Labor Code and California Wage Order violations currently alleged in the Actions and the related actions of *Gonzalez v. Stonebridge Hospitality LLC*, San Mateo County Superior Court, Case No. 22-CIV-03055 and *Gonzalez v. Stonebridge Hospitality LLC*, San Mateo County Superior Court, Case No. 22-CIV-03056, on behalf of all Class Members and Allegedly

Aggrieved Employees. The Parties agree to cooperate to the extent necessary to combine the Actions in this manner.

11.5. If the Court denies entry of Final Approval of the Settlement, or Defendants void the Settlement pursuant to Paragraph 8.0, or the Settlement does not become effective for any reason, the following will occur:

11.5.1. The Parties' stipulation to the filing of the amended consolidated complaint in Aguilar will be deemed revoked as of the date the Court denies entry of Final Approval, or as of the date that Defendants voids the Settlement, or if the Settlement is void for any other reason than as of the date it is void for such reason, the amended consolidated complaint will be deemed stricken; and

11.5.2. The status of each of the Actions will be deemed to return to their status at the time immediately prior to mediation, as if the Parties had never executed this Settlement and as if the amended consolidated complaint had never been filed. Upon such occurrence, the period between mediation and the Court's denial of Final Approval of Settlement will be treated as a full stay on all proceedings for purposes of calculating all required filing and trial deadlines.

11.5.3. To the extent required by any court or otherwise necessary, Plaintiffs will take all necessary steps to give effect to Paragraph 11.5.

11.6. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including

Plaintiffs' Counsel's personal or firm website.

11.7. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11.8. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.9. 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.

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

11.11. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

11.12. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11.13. 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.

11.14. 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.

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

11.16. 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.

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

11.18. 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.

11.19. 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.

11.20. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.21. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.22. 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.

11.23. 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.

11.24. 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.

11.25. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendants must execute this Agreement on behalf of Defendants. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

11.26. 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 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Signatures on the following page.

Plaintiffs & Class Representatives:

DocuSigned by:

Dated: 9/12 , 2025 By: ______________________ B2DB500EE8B2489...
Plaintiff, Byron Mejia Aguilar

Firmado por:

Dated: 9/11/2025 , 2025 By: ______________________ B8A46787C610488...
Plaintiff, Ana Batres Vanegas

Plaintiffs' Counsel:

Dated: September 12 , 2025

WORK LAWYERS, P.C.

DocuSigned by:

By: Justin Lo
851114C5405E4A4...

Justin Lo
Attorney for Plaintiff,
Byron Mejia Aguilar

Dated: 9/12/2025 , 2025

MOON LAW GROUP

By: ______________________
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff,
Ana Batres Vanegas

Defendants:

Dated: 10/13 , 2025

On behalf of Defendant, 365 Hospitality Associates LLC

By: C.J. Chapman
Print Name

____
Signature

Vice President
Title

//

Dated: 10/13, 2025

On behalf of Defendant, Stonebridge Companies

By: C. J. Chapman
Print Name

CJ Ch
Signature

Chief Administrative Officer
Title

Dated: 10/13, 2025

On behalf of Defendant, Stonebridge Hospitality Associates, LLC

By: C. J. Chapman
Print Name

CJ Ch
Signature

Vice President
Title

Dated: 10/13, 2025

On behalf of Defendant, Real Hospitality Group, LLC

By: C. J. Chapman
Print Name

CJ Ch
Signature

Vice President
Title

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Dated: 10/13 , 2025

On behalf of Defendants, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and Stonebridge Concessions, LLC

By: C. J. Chapman
Print Name

CJ Ch
Signature

Vice President
Title

Defendants' Counsel:

Dated: 10/13 , 2025

Baker & Hostetler LLP

By: SF

Shareef Farag
Nicholas Poper
Attorneys for Defendants,