SETTLEMENT AGREEMENT – PAGA CLAIMS

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff DEBBY PADILLA ("Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Group Members, on the one hand, and Defendants JOHNSON HOSPITALITY, LLC and NVI RANI, INC. ("Defendants"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settling Employees as set forth herein.

I. DEFINITIONS

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

A. "Action" means the civil action, including the original complaint, *DEBBY PADILLA, on behalf of herself and all others similarly situated, Plaintiff(s) v. JOHNSON HOSPITALITY LLC, a California Limited Liability Company; NVI RANI, INC., a California Corporation; and DOES 1 TO 50, inclusive, Defendant(s)*, Case No. 25-CIV-01251.

B. "Agreement" means this Settlement Agreement.

C. "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.

D. "Complaint" means the Complaint filed by Plaintiff on or about February 13, 2025 in the Action.

E. "Court" means the Superior Court for the State of California, for the County of San Mateo.

F. "Defendants" means the Defendants in this Action, JOHNSON HOSPITALITY LLC; AND NVI RANI, INC.

G. "Defense Counsel" or "Counsel for Defendants" means:

Kartikey Pradhan, SBN 291870
Taylor H. White, SBN 325548
KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, California 94104
Telephone: (415) 926-7600

H. "Effective Date" means the date by which all of the following have occurred:

1. The Court has approved the Settlement;

2. The Court has entered the Final Order; and,

3. If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties' Settlement as described herein, the Settlement shall be void and of no further force or effect.

I. "Final Order" means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, the Court entering the Final Order dismissing all of Plaintiff's PAGA Claims with prejudice in their entirety, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

J. "Individual Penalty Payments" means the portion of the Total Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement.

L. "LWDA" means the State of California Labor and Workforce Development Agency.

M. "Named Plaintiff" or "Plaintiff" means Debby Padilla.

N. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

O. "PAGA Claims" means claims for PAGA penalties that arose or may be alleged to have arisen at any time from February 13, 2024 up to and including the Effective Date (the date of approval of the Parties' Joint Stipulation Requesting Approval of PAGA Settlement of claims arising from alleged violations of the following Labor Code sections as set forth in the Complaint).

P. "PAGA Settling Employees" means Plaintiff, and all current and former non-exempt, employees employed by Defendants between February 13, 2024 to the Effective Date. It is believed that there may be approximately 487 employees of Defendants who worked for the Defendants during the period of February 13, 2024 through the Effective Date and could be qualified PAGA Settling Employees. The

Effective Date is the date of approval of the instant Joint Stipulation Requesting Approval of PAGA Settlement.

i. "Plaintiff's Counsel" means:

Matt Haulk, Esq.
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Tel: (415) 745-3219
Fax: (415) 745-3301

ii. "Released Parties" means Defendants, and any and all subsidiaries of Defendants, and each of their past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

iii. "Settlement" means the Parties' agreement, as detailed herein, to dispose of Plaintiff's PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the PAGA claims.

iv. "Total Settlement Sum" means the total gross settlement amount of Thirty Five Thousand Dollars and Zero Cents ($35,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve and conclude this Action's PAGA Claims as provided under this Agreement, without any admission of fault or liability.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement, including by drafting and filing the Joint Stipulation and Order. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the

Court. *See* Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, and thereafter an appeal is unsuccessful, under the specific terms requested, this entire Agreement shall automatically be deemed null, void, and shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

The Parties contemplate filing a Joint Stipulation for Approval of PAGA Settlement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing all of Plaintiff's claims with prejudice in their entirety, and entering the Final Order in accordance with the terms and conditions of this Agreement), under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both parties.

Plaintiff will reasonably cooperate with Defendants in defending against any attempt by any PAGA Settlement Group Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties will jointly defend against any appeal filed with respect to the Final Order. Such cooperation by Plaintiff will be subject to her availability and Defendants' indemnification to Plaintiff for her resulting attorney's fees and costs incurred.

Plaintiff shall submit to the LWDA a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties no later than 10 days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

C. Settlement Sum Payment Procedures

1. Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Total Settlement Sum, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Total Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claims payments arising out of or related to PAGA Settling Employees' allegations for the time period from February 13, 2024 up to and including the Effective Date, asserted against Defendants or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Total Settlement Sum shall be allocated as follows:

a. Payment of PAGA Penalties: The total sum available for payment of PAGA Penalties shall be $35,000.00, subject to approval of the Court.

b. Attorneys' fees in the amount of thirty percent (30%) of the Total Settlement Sum, which is Ten Thousand Five Hundred ($10,500.00), and reimbursement of litigation costs and expenses in the amount of up to Six Thousand Three Hundred Dollars ($6,300.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

c. Costs and expenses of administration of the Settlement up to the amount of Five Thousand Six Hundred Fifty Dollars ($5,650.00) ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator").

The amounts stated in Sections 1(b) – 1(c) above, once approved by the Court, shall be paid from the Total Settlement Sum. The balance remaining after these deductions is referred to as the "Net Settlement Sum."

Sixty-five percent (65%) of the Net Settlement Sum will be distributed to the LWDA ("LWDA Payment"); and the remaining thirty-five percent (35%) will be distributed to all current and former non-exempt, employees employed by Defendants between February 13, 2024 to the Effective Date (the "PAGA Settlement Group Members").

(Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, and the Net Settlement Sum to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

The Individual Penalty Payments for each PAGA Settlement Group Member shall be divided on a pro rata basis between each PAGA Settlement Group Members_based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the employees' portion, the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of compensable pay periods he or she individually worked by the total aggregate number of compensable pay periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the employees' portion to arrive at each Aggrieved Employee's Individual Settlement Share.

2. Distribution Process

a. Subject to Section II.B above, Defendant shall remit to the PAGA Settlement Administrator the Total Settlement Sum, after all of the following has occurred: (i) the

Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement. The funds shall be provided to the Settlement Administrator by Defendant within thirty (30) days after Court approval of the Settlement Agreement.

b. Upon complete distribution of the Total Settlement Sum by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Sum.

3. Administrator

a. The parties agree that the costs associated with the use of the third party administrator to send settlement payments shall be deducted from the PAGA settlement amount of $35,000.00. The costs associated with the use of the third party administrator shall not exceed $5,650.00.

b. Plaintiff nor her counsel will be made privy to PAGA aggrieved employee contact information. Instead, this information will be sent directly to the PAGA administrator within five business days of Court approval of the PAGA settlement in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data 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.

c. There will be no claim process. Instead, the PAGA administrator will handle the distribution of the PAGA settlement funds. If there are uncashed settlement checks after 180 days, the uncashed funds will be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s). 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 (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.

d. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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, requested by the Aggrieved Employee prior to the void date.

e. Accompanying every Settlement Check shall be a letter addressed to the Aggrieved Employees explaining the reason for the Individual PAGA Payment indicating that by operation of the Court's approval of the Settlement, all claims under the Private Attorneys General Act through the Effective Date are released. A copy of this letter is attached as Exhibit A.

f. The amount of the Administrator Expenses Payment is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the amount of the Administrator Expenses Payment shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for approval.

g. PAGA Penalties in the amount of $35,000.00 to be paid from the Total Settlement Sum, with 65% of the Net Settlement Sum ($8,157.50) allocated to the LWDA PAGA Payment and 35% of the Net Settlement Sum ($4,392.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($4,392.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Sum. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

h. 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. The Administrator shall be responsible for: (i) maintaining the PAGA Settlement Fund in its bank account; (ii) promptly and simultaneously copying counsel for all Parties on material correspondence and promptly and simultaneously notifying all counsel for the Parties of any material requests or communications made by any Party; (iii) promptly and simultaneously furnishing to counsel for the Parties copies of any objections or other written or electronic communications from Aggrieved Employees which the Administrator receives; (iv) calculating the Individual PAGA Payments to Aggrieved Employees based on the Aggrieved Employee Data; (v) mailing LWDA Payment to the LWDA; (vi) mailing the Individual PAGA Payments to Aggrieved Employees; (vii) issuing the PAGA Counsel Fees and Litigation Expenses Payment to PAGA Counsel; (viii) providing a final report detailing the results of the Aggrieved Employee mailings Defense Counsel, (ix) issuing 1099 forms for amounts paid to Aggrieved Employees from the Total Settlement Sum; (x) maintaining adequate records of its activities including dates of mailing and issuance of tax documents to Aggrieved Employees; (xi) confirming in writing to the Parties and the Court its completion of the administration of the settlement; (xii) returning any unused portion of the Reserve Fund and, if any, the Escrow Fund to Defendant; and (xiii) such other tasks as the Parties mutually agree.

4. Escalation Clause

Defendant's monetary obligation under this Agreement is limited to the Settlement Sum, unless it turns out the number of pay periods within the PAGA class increases beyond 10%, in which case Defendant will pay an increased amount proportional to the number of additional employees and pay periods in the PAGA time period which were not previously accounted for in the $35,000.00 PAGA Claim amount. Defendant shall not be required to pay more than the Total Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissing all of Plaintiff's claims with prejudice in their entirety,) provided in this Agreement or to fully and finally settle and resolve Plaintiff's individual claims.

The parties acknowledge that as of October 1, 2025, Defendant has employed an estimated total of 487 non-exempt employees between February 13, 2024 and October 1, 2025 and that these 487 employees collectively worked an estimated 8,711 pay periods between February 13, 2024 and October 1, 2025. Defendant represents that when adding additional pay periods by those individuals still employed by Defendant on October 1, 2025, the total number of estimated pay periods worked by all non-exempt employees does not exceed 10% of the 8,711 pay periods used to formulate the parties' respective settlement position. Defendant will confirm the foregoing is true and correct in writing to Haulk & Herrera LLP at least seven business days prior to the prospective motion to approve PAGA settlement.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Total Settlement Sum to anyone, and all previous disbursements from the Total Settlement Sum (any Individual Employee Penalty Payment, and/or the LWDA Penalty Payment) will immediately be paid back to Defendant by the person(s) and/or entity who received such disbursement.

5. No Claims Resulting from Payments

No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on distribution of the Total Settlement Sum (including, without limitation, the LWDA Penalty Payment and/or the Individual Penalty Payments) made in accordance with this Agreement.

6. Tax Indemnity

The Individual Penalty Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each

PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant disputes that Plaintiff or any PAGA Settling Employee are entitled to any additional wages other that those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Total Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Group Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

IV. RELEASE AND WAIVER OF CLAIMS

A. PAGA Settlement Group Member Release

Upon entry of the Final Order, Plaintiff, all PAGA Settling Employees, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from February 13, 2024, up to and including the Effective Date. Specifically, in exchange for the payments described above, Plaintiff, on behalf of herself, the State of California, and the PAGA Settling Employees, will release Defendants from liability for any and all claims for civil penalties related to alleged Labor Code violations that may be brought under the PAGA based on alleged violations of the Labor Code in Plaintiff's Complaint. To extent an alleged PAGA violation arises directly from the operative facts pled in the Complaint and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

B. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action except as specifically provided for by this Agreement.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to Cal. Lab. Code § 2699(s)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted by Plaintiff to the LWDA within ten business (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(s)(3).

B. Voluntariness

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

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settling Employee, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

E. Representation and Warranties

Plaintiff jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement and the Individual Settlement Agreement previously executed set forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Plaintiff acknowledges that she has not relied on any representations, promises or agreements of any kind made to her in connection with her decision to accept the terms of this Agreement and/or the Individual Settlement Agreement except for the representations, promises and agreements herein and therein, respectively. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized representative of Defendants.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall attempt to meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court, but such meet and confer attempts will not operate as a condition for any Party to seek enforcement of this Agreement under Code of Civil Procedure section 664.6.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this

Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. 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 and shall not be considered in interpreting this Agreement.

O. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settling Employees to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement. The prevailing Party in any action brought to enforce the terms of this Agreement shall be entitled to recover their reasonable attorney's fees and costs.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

Q. No Collateral Attack

The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

12 / 19 / 2025

Dated: December ____, 2025

Debby Padilla

DEBBY PADILLA, Plaintiff and PAGA Representative

Dated: December 22, 2025 JOHNSON HOSPITALITY LLC

By ______________________

Randy Johnson, its President & CEO

Dated: December 22, 2025 NVI RANI, INC.

By ______________________

Natubhai D Patel, its President

Dropbox Sign

Audit trail

Title	Settlement Agreement - PAGA (final).pdf
File name	Settlement%20Agre...20%28final%29.pdf
Document ID	5a0de0281816e9fddaf272a3d863a277e9502c88
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History

SENT	**12 / 19 / 2025** 11:35:55 UTC-8	Sent for signature to Debby Padilla (jazzn707@yahoo.com) from mhaulk@hhemploymentlaw.com IP: 73.170.75.224
VIEWED	**12 / 19 / 2025** 12:38:50 UTC-8	Viewed by Debby Padilla (jazzn707@yahoo.com) IP: 207.212.33.45
SIGNED	**12 / 19 / 2025** 12:39:04 UTC-8	Signed by Debby Padilla (jazzn707@yahoo.com) IP: 207.212.33.45
COMPLETED	**12 / 19 / 2025** 12:39:04 UTC-8	The document has been completed.