

Connor Jerome O'Brien v. BlueStar Resort & Golf, LLC
PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Connor Jerome O'Brien (Plaintiff") and Defendant BlueStar Resort & Golf, LLC ("Defendant") and supersedes and replaces the MOU previously entered into by the Parties. The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned Connor Jerome O'Brien v. BlueStar Resort & Golf, LLC initiated on May 16, 2025 and which is currently stayed in the Superior Court of California, County of Los Angeles, Case No. 25STCV14623.
- 1.2 "Administrator" means Apex Class Action Administration ("Apex"), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4 "Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with PAGA Members.
- 1.5 "Approval Order" means the Court's order granting approval of the Settlement.
- 1.6 "Court" means the Superior Court of California, County of Los Angeles.
- 1.7 "Defendant" means named Defendant BlueStar Resort & Golf, LLC.
- 1.8 "Defense Counsel" means Robin Wofford, Geoffrey La Val, and Brian Lee of Wilson Turner Kosmo, LLP.
- 1.9 "Effective Date" means the date on which the Court grants approval of the Parties' Settlement.
- 1.10 "Gross Settlement Amount" means Two Hundred Thirty-One Thousand Dollars (\$231,000) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and the Administration Expenses Payment.

- 1.11 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency.
- 1.14 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, Plaintiff’s Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to PAGA Members as Individual PAGA Payments.
- 1.16 “Plaintiff’s Counsel” means Roman Shkodnik, Jean Hopkins Power, Enoch J. Kim, and Arianna N. Razi of D. Law, the attorneys representing the Plaintiff in the Action.
- 1.17 “Plaintiff’s Counsel Fees Payment” and “Plaintiff’s Counsel Litigation Expenses Payment” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.19 “PAGA Member” means all non-exempt employees employed by Defendant in California in the PAGA Period.
- 1.20 “PAGA Member Data” means each PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods they worked.
- 1.21 “PAGA Notice” means Plaintiff’s May 16, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 “PAGA Pay Period” means any pay period during which a PAGA Member received a wage payment for work performed as a non-exempt employee in California for Defendant at least one day during the PAGA Period.
- 1.23 “PAGA Period” means the period from May 16, 2024 to May 4, 2026.
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the PAGA Members and 65% to the LWDA in settlement of all PAGA claims in the Action.

- 1.25 “Plaintiff” means Connor Jerome O’Brien, the named plaintiff in the Action.
- 1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendant and each of its heirs, assigns, investors, insurers, owners, parent companies, sister companies, affiliated or related companies—including DBAs, predecessors, successors, and each past or present employee, agent, representative, officer, director, shareholders/stockholders, partner, member, manager, attorney, operators, title company, vendors, subcontractors, independent contractors, consultants, witnesses and other persons, firms or corporations now, previously or hereafter affiliated in any manner with any of the above.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On May 16, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code section 510; (3) meal period liability under Labor Code section 226.7; (4) rest break liability under Labor Code section 226.7; (5) inaccurate wage statements in violation of Labor Code section 226(a); (6) unlawful deductions under Labor Code section 221; (7) failure to pay timely wages under Labor Code section 201.3 and 204; (8) waiting time penalties under Labor Code section 203; (9) failure to pay split shift premiums under the applicable IWC Wage Order; (10) failure to maintain required payroll records; (11) failure to reimburse all necessary business expenses; and (12) violation of Business & Professions Code section 17200.
- 2.2 On May 16, 2025, Plaintiff provided written notice of his intent to pursue civil penalties under PAGA by sending the PAGA Notice to Defendant and the LWDA. pursuant to Labor Code section 2699.3, subdivision (a).
- 2.3 On July 21, 2025, Plaintiff filed a First Amended Complaint to include a cause of action against Defendant under PAGA for alleged violations of California Labor Code Sections 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.
- 2.4 The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5 On August 1, 2025, pursuant to stipulation between the Parties, the Court dismissed

Plaintiff's class claims without prejudice and the Action was stayed pending completion of the arbitration of Plaintiff's individual Labor Code and PAGA claims in accordance with Plaintiff's arbitration agreement with Defendant.

- 2.6 On February 4, 2026, before arbitration commenced, the Parties participated in an all-day mediation presided over by Gail Glick, Esq., which resulted in a settlement of the Action.
- 2.7 Before mediation, Plaintiff obtained sufficient documents and information to investigate the claims such that Plaintiff's investigation satisfied the commonly utilized criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay Two Hundred Thirty-One Thousand Dollars (\$231,000) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To Plaintiff's Counsel: A Plaintiff's Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Seventy-Seven Thousand Dollars (\$77,000), and Plaintiff's Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will seek Court approval of a Plaintiff's Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the Plaintiff's Counsel Litigation Expenses Payment, Plaintiff's Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Plaintiff's Counsel Fees Payment or a Plaintiff's Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding

any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$6,990 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$6,990, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and PAGA Members: After deduction of the foregoing amounts, PAGA Penalties shall be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records through February 4, 2026, Defendant estimates there are approximately 515 PAGA Members who worked a total of 10,500 PAGA Pay Periods.

4.2 PAGA Member Data. Within 14 days of the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member 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 PAGA Member Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Counsel Fees Payment, and the Plaintiff's Counsel Litigation Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, as requested by the PAGA Member before the void date.

4.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Members will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested

benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2 Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that are alleged to have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defense Counsel; (iii) a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their declarations, Plaintiff and Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together

by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of 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.

7.2 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.

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

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Court approval of the Settlement, including all rights to post-approval appellate proceedings, the right to file motions to vacate approval, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

- 9.1 Escalator. Defendant represents that the number of PAGA Pay Periods through the date of the Parties' mediation was estimated to be approximately 10,500 pay periods. If the total number of PAGA Pay Periods exceeds that amount by more than ten percent (10%) (i.e. exceeds 11,550 PAGA Pay Periods), Defendant may elect to: (1) increase the Gross Settlement Amount proportionally by the actual number of PAGA Pay Periods in excess of 11,550, multiplied by the per pay period amount (the "per pay period amount" shall be calculated by dividing the Gross Settlement Amount by 10,500), or (2) cut the PAGA Period off at a date when the number of PAGA Pay Periods does not exceed 11,550. If Defendant opts to increase the Gross Settlement Amount, the Plaintiff's Counsel Fees Payment shall remain one-third of the Gross Settlement Amount. Defendant shall confirm whether this escalator clause has been triggered and if so, Defendant shall make its election under this escalator clause prior to the filing of the motion for approval of PAGA Settlement.
- 9.2 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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)
- 9.3 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.
- 9.4 Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.5 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 and 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 or the Court for resolution.

- 9.6 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.7 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant 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.
- 9.8 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.
- 9.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.10 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.
- 9.11 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.
- 9.12 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.
- 9.13 Use and Return of PAGA Member Data. Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of PAGA Member Data.

- 9.14 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.
- 9.15 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.
- 9.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger.

To Plaintiff:

D.Law, Inc.

Roman Shkodnik

r.shkodnik@d.law

Jean Hopkins Power

j.power@d.law

Enoch J. Kim

e.kim@d.law

Arianna N. Razi

a.razi@d.law

250 N. Madison Ave., 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

Fax: (818) 962-6469

To Defendant:

Wilson Turner Kosmo LLP

Robin A. Wofford

rwofford@wilsonturnerkosmo.com

Geoffrey D. La Val

GLaVal@wilsonturnerkosmo.com

Brian Lee

BLee@wilsonturnerkosmo.com

402 W. Broadway, Unit 1600

San Diego, California 92101

Telephone: (619) 236-9600

Fax: (619) 236-9669

- 9.17 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.

9.18 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10. EXECUTION BY THE PARTIES AND COUNSEL.

Dated: 7/28/2026

DocuSigned by:
Connor O'Brien
 A128E234606D47D...
 Plaintiff CONNOR JEROME O'BRIEN

Dated: July 28, 2026

[Signature]
 Roman Shkodnik
 Jean Hopkins Power
 Enoch J. Kim
 Arianna N. Razi
 D. Law, Inc.
 Attorneys for Plaintiff

Dated: 7/27/2026 | 4:46:57 PM PDT

BLUESTAR RESORT & GOLF, LLC
 a Delaware limited liability company

DocuSigned by:
Jeffrey McQueen
 EB0C6E481F2A475...
 By: Jeffrey McQueen
 Its: Vice President

Dated: 7/27/2026 | 4:02:19 PM PDT

DocuSigned by:
Sharon Wible
 3043340D5EFF49B...
 By: Sharon Wible
 Its: Assistant Secretary

Dated: 7/28/2026

Signed by:
Geoff La Val
 BB81EECE67BB4CA...
 Robin A. Wofford
 Geoffrey D. La Val
 Brian Lee
 Wilson Turner Kosmo, LLP
 Attorneys for Defendant