

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amendment to Class Action and PAGA Settlement Agreement is reached by and between Plaintiff Luis Borquez ("Plaintiff"), individually and on behalf of all members of the Settlement Class, on the one hand, and Defendant Oxford Hotels and Resorts, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties."

The Parties hereby agree to be bound by the terms in this First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (this "Amendment") which is intended to replace and supersede Paragraph 4.1 of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement") as set forth below. Terms used herein shall have the same meaning as in the Settlement Agreement unless defined differently in this Amendment. This Amendment is being made in accordance with Paragraph 12.7 of the Settlement Agreement which provides as follows: "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."

Paragraph 4.1 of the Settlement Agreement is hereby amended to now state as follows:

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$675,000.00 and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.3 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 Defendant.

DATED: 11/12/2025

O'HAGAN MEYER



John A. Haubrich
Anna Rozman
Attorney for Defendant

DATED: 11/12/2025

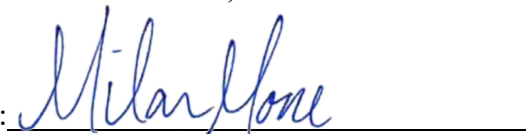
HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiff

DATED: 11/12/2025

LIDMAN LAW, APC

By: 

Milan Moore
Attorneys for Plaintiff