BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan Lazar (SBN 315007)
megan@tomorrowlaw.com
Alexa R. Guzman (SBN 327306)
aguzman@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff,
NOAH FAERBER,
on behalf of himself and all others similarly situated and aggrieved

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NOAH FAERBER, an individual and on behalf of all others similarly situated and aggrieved,

Plaintiff,

v.

ACCOR HOTELS & RESORTS (MARYLAND), LLC, a limited liability company; FHR CLAREMONT HOTEL MANAGEMENT COMPANY LLC, a limited liability company; MERRITT HOSPITALITY LLC dba HEI HOTELS & RESORTS, LLC, a limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV34183

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: November 20, 2025
Trial Date: None Set

Amy E. Beverlin (SBN 284745)
abeverlin@bakerlaw.com
Kerri H. Sakaue (SBN 301043)
ksakaue@bakerlaw.com
Matthew P. Eaton (SBN 353597)
meaton@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508
Telephone: (310) 820-8800
Facsimile: (310) 820-8859

Attorneys for Defendant
MERRITT HOSPITALITY LLC d/b/a HEI HOTELS & RESORTS, LLC

DANA A. KRAVETZ (SBN 179718)
dkravetz@mrllp.com
AMANDA K. MONROE (SBN 276063)
amonroe@mrllp.com
MICHELMAN & ROBINSON, LLP
10880 Wilshire Blvd., 19th Floor
Los Angeles, California 90024
Telephone: (310) 299-5500
Facsimile: (310) 299-5600

Attorneys for Defendants
ACCOR HOTELS & RESORTS (MARYLAND) LLC and FHR CLAREMONT HOTEL MANAGEMENT COMPANY, LLC

This Class Action and PAGA Settlement Agreement ("Agreement") is made and entered into by and between plaintiff Noah Faerber ("Plaintiff"), on the one hand, and Defendants Accor Hotels & Resorts (Maryland) LLC ("Accor"), FHR Claremont Management Company LLC ("FHR"), and Merritt Hospitality LLC d/b/a HEI Hotels & Resorts, LLC ("HEI") (collectively, "Defendants"), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means collectively Plaintiff's lawsuits alleging wage and hour violations against Defendants, captioned *Noah Faerber v. Accor Hotels & Resorts (Maryland), LLC, et al.*, Central District of California Case No. 2:25-cv-08169-SSF-JC, initiated on June 5, 2025, and *Noah Faerber v. Accor Hotels & Resorts (Maryland), LLC, et al.*, Los Angeles County Superior Court Case No. 25STCV34183, initiated on November 20, 2025.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, 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 by Class Counsel without objection from defense in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the PAGA Period in the State of California, excluding any pay periods during which they performed no work at all.

1.5. "Class" means all persons who are or were employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the Class Period in the State of California, excluding any workweeks during which they performed no work at all.

1.6. "Class Counsel" means David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R. Lazar of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the portion(s) of the Gross Settlement Amount allocated to Class Counsel and approved by the Court for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendants' custody, possession, or control, including each Class Member's (1) name; (2) last known mailing address(es) and email address(es); (3) last known telephone number(s) (to the extent available); (4) last known Social Security Number(s); (5) hire dates, re-hire dates (as applicable), and termination dates (as applicable); and (6) records sufficient for the Settlement Administrator to determine the workweeks and pay periods Class Members and Aggrieved Employees performed no work for Defendant.

1.9. "Class Member(s)" or "Settlement Class Member(s)" 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).

1.10. "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 traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-approved notice of class action and PAGA settlement and hearing date for final court approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from June 5, 2021 through September 11, 2026.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the Court-approved payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means named Defendant Accor Hotels & Resorts (Maryland), LLC, Defendant FHR Claremont Hotel Management Company LLC, and Defendant Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC.

1.17. "Defense Counsel" means Amy E. Beverlin , Kerri Sakaue, and Matthew Eaton of Baker & Hostetler LLP for HEI and Dana A. Kravetz and Amanda K. Monroe of Michelman & Robinson, LLP for Accor and FHR.

1.18. "Effective Date" means the latter of (i) sixty (60) days after notice of entry of the Court's Order and Judgment granting Final Approval of the Settlement, so long as no appeals are filed therefrom, or (ii) if a timely appeal of the Court's Final Approval Order has been filed, thirty-five (35) days after the final disposition of all appellate proceedings and the exhaustion of any applicable period to seek further appellate review without doing so.

1.19. "Final Approval" means when notice of entry of the Court's order granting final approval of the Settlement occurs.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means $1,915,000.00 (One Million Nine Hundred Fifteen Thousand Dollars) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below and excluding any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, the Class Representative Service Payment, and Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of the Participating Class Member's Class Period Workweeks during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of the Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

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

1.27. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the final amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee performed worked for Defendants as a non-exempt, hourly employee in California for at least one day during the PAGA Period based on Defendants' payroll and time records, hire dates, re-hire dates (as applicable), and termination dates (as applicable), and excluding any pay periods during which they performed no work at all.

1.31. "PAGA Period" means the period from June 20, 2024 through the end of the Class Period.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.33. "PAGA Notice" means Plaintiff's June 20, 2025 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., $192,500.00), allocated thirty-five percent (35%) to the

Aggrieved Employees (i.e., $67,375.00) and sixty-five percent (65%) to the LWDA (i.e., $125,125.00) in settlement of Plaintiff's pled PAGA claims.

1.35. "Participating Class Member" means any Settlement Class Member who does not opt out of the Settlement by submitting a valid and timely Request for Exclusion from the Settlement to the Administrator.

1.36. "Plaintiff" means Noah Faerber, the named plaintiff in the Action.

1.37. "Preliminary Approval" means when notice of entry of the Court's Order Granting Preliminary Approval of the Settlement occurs.

1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement, submitted with Plaintiff's motion seeking preliminary approval of this Agreement by the Court.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below. To the extent any such claims otherwise would be barred by any statute(s) of limitation applicable to the Action, Defendants waive such defense to that extent for purposes of this Agreement only.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below. To the extent any such claims otherwise would be barred by any statute(s) of limitation applicable to the Action, Defendants waive such defense to that extent for purposes of this Agreement only.

1.41. "Released Parties" means: Defendants, and any of their respective present and former parents, subsidiaries, successors, predecessors, and affiliated companies or entities (including without limitation Ohana Real Estate Investors LLC and Accor US, Inc.), and their respective directors, employees, officers, managers, partners, shareholders, owners, members, agents, investors, funds, benefits administrators, attorneys, insurers, successors, predecessors, assigns, legal representatives and related persons and entities.

1.42. "Request for Exclusion" means a Class Member's timely and valid submission of a written request to be excluded from the Class Settlement signed by that Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice to Settlement Class Members and Aggrieved Employees, and shall be the last date on which Settlement Class Members may: (a) submit their Requests for Exclusion from the Settlement, or (b) submit their Objection to the Settlement. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the expired Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" and "Workweeks" mean(s) any week(s) during which a Class Member performed work for Defendants as a non-exempt, hourly employee in California during the Class Period, based on Defendants' payroll and time records, hire dates, re-hire dates (as applicable), and termination dates (as applicable), and excluding any workweeks during which they performed no work at all.

2. RECITALS

2.1. On June 5, 2025, Plaintiff commenced a putative wage and hour class action in Los Angeles County Superior Court by filing a complaint against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify; and (8) unfair competition Los Angeles Superior Court case number 25STCV16406 (the "Class Action").

2.2. On June 20, 2025, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (the "PAGA Notice").

2.3. On August 29, 2025, the Class Action was removed to Federal Court.

2.4. On November 20, 2025, Plaintiff commenced this action alleging causes of action against Defendants for civil penalties under PAGA predicated on the Labor Code violations

alleged in the PAGA Notice and a putative class action claim under California's Unfair Competition Law ("UCL") (the "PAGA/UCL Action").

2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (a) Plaintiff's personnel file and other employment records; (b) Defendants' employee handbooks and other workplace policies; (c) applicable collective bargaining agreements; and (d) complete timekeeping and payroll data for Class Members and Aggrieved Employees for the Class Period.

2.7. Plaintiff's investigation was sufficient to satisfy the 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*").

2.8. On April 29, 2026, the Parties participated in an all-day mediation presided over by Allison C. Eckstrom. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agreed to stipulate to Plaintiff filing of a First Amended Complaint in the PAGA/UCL Action, adding all allegations brought in the Class Action, and requesting dismissal without prejudice of the Class Action, thereby effectively combining the two actions for purposes of Settlement (the "Stipulation"). Upon the Court's approval of the Parties' Stipulation, the First Amended Complaint ("FAC") will be the operative complaint in the Action ("Operative Complaint").

2.9. Defendants generally and specifically deny and dispute the allegations and claims asserted in Action (including without limitation as alleged in the Operative Complaint), including that they have failed to comply with any of the laws identified in the pleadings filed by Plaintiff in the Action and that they have any liability for the same.

2.10. The Parties' Stipulation requests that Defendants be relieved from having to file any response to the FAC and be deemed to have generally and specifically denied all allegations contained in the FAC. Should, for whatever reason, the Court require Defendants to file an answer to the FAC, then Defendants will cooperate in doing so. Further, should, for whatever reason, the settlement set forth in this Agreement not become final, the FAC shall be deemed

stricken, null, and void ab initio, with the originally filed Complaint in the PAGA/UCL Action remaining the operative pleading herein.

2.11. The Court has not granted class certification in the Action.

2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 8.1 below, Defendants promise to pay $1,915,000.00 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. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 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 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 Plaintiff: A Class Representative Service Payment to Plaintiff of not more than $15,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder thereof in the Net Settlement Amount. The Administrator will pay the Class

Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, subject to escalation in Paragraph 8.1 of this Agreement, is currently estimated to be $670,250.00, and a Class Counsel Litigation Expenses Payment of not more than $55,000.00. Defendants will not oppose requests for payments that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder thereof to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation 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 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for Class Counsel's fees or costs unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $13,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than that amount, the Administrator will allocate the remainder thereof in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated as follows: The Administrator shall calculate each Class Member's share of the Net Settlement Amount (or Individual Class Payment) initially for purposes of mailing the Class Notice to them by a pro rata share of the Net Settlement Amount based on the number of Workweeks that they performed work for Defendants during the Class Period, as reflected in the Class Data prepared and provided by Defendants from their records. Each Participating Class Member's final Individual Class Payment for purposes of payment will be calculated by a pro rata share of the Net Settlement Amount based on the number of Workweeks they performed work for Defendant during the Class Membership Period, as reflected in the Class Data prepared and provided by Defendants from their records.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wages Portion"). The Wages Portion is subject to all applicable employee-paid payroll withholdings and taxes and will be reported on IRS W-2 Forms prepared and issued to Participating Class Members by the Administrator (not Defendants). Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage damages, interest, and statutory penalties (the "Non-Wages Portion"). The Non-Wages Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms prepared and issued to Participating Class Members by the Administrator (not Defendants). The Administrator will be responsible for preparing and issuing the IRS Form W-2 and IRS Form 1099 forms timely and correctly. Participating Class Members will be responsible for correctly characterizing the compensation that they receive pursuant to this Settlement, including as set forth on any IRS Form W-2 or IRS Form 1099 they receive from the Administrator, and for the payment of any taxes owing on said amounts.

3.2.4.2. Employer-Paid Payroll Taxes. Prior to distribution, the Wages Portion of the Individual Class Payments will be calculated by the Administrator and Defendants will pay, in addition to the amount of the Gross Settlement Amount, their respective

employer-paid payroll taxes based on the Wages Portion allocated to each of them. The Administrator will be responsible for appropriate calculations of all payroll tax amounts.

3.2.4.3. Tax Reporting. The Parties acknowledge and agree that neither they nor their attorneys have made any representations regarding the tax consequences of any and all Individual Class Payments made under this Settlement Agreement. Participating Class Members will be required to pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to any and all such payments made to them under the Settlement. The Parties further agree that Defendants shall have no legal obligation to pay, on behalf of Participating Class Members, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to such payments.

3.2.4.4. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $192,500.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) ($125,125.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) ($67,375.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties, $67,375.00, by the total number of PAGA Pay Periods actually worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.5.2. Each Individual PAGA Payment will be allocated 100% as civil penalties, which will be reported on IRS Form 1099 (if applicable) prepared and issued by the Administrator (and not Defendants) to Aggrieved Employees. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.3. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.4. The Administrator will be responsible for preparing and issuing the IRS Form 1099 forms timely and correctly. Aggrieved Employees will be responsible for correctly characterizing the compensation that they receive pursuant to this Agreement, including as set forth on any IRS Form 1099 they receive from the Administrator, and for payment of any taxes owing on said amounts.

3.2.5.5. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.

3.2.5.6. The Parties acknowledge and agree that neither they nor their attorneys have made any representations regarding the tax consequences of any and all Individual PAGA Payments made under this Settlement Agreement. Aggrieved Employees will be required to pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to any and all such payments made to them under the Settlement. The Parties further agree that Defendants shall have no legal obligation to pay, on behalf of Aggrieved Employees, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to such payments.

3.2.6. Plaintiff acknowledges and understands that the Court could only approve a Class Representative Service Payment in an amount that is a fraction of that set forth above, which will not be known until such time that the Court decides whether to grant Final Approval of the Settlement, and even if the Court otherwise grants Preliminary Approval of the Settlement. In the event lesser sums are awarded for the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment or the Class Representative Service Payment, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order may be appealable by Plaintiff and/or Class Counsel. In the event that such an appeal is filed, administration of the Settlement as to the challenged amounts shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of

such appellate review, any additional amounts remain that are distributable to the Participating Class Members, the cost of administration of such additional payments will be paid out of such additional amounts and will not be chargeable to or payable by Defendants. Any amount not awarded for the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment or the Class Representative Service Payment, but which is not challenged via appeal by Plaintiff and/or Class Counsel, shall be added to the Net Settlement Amount and distributed to the Participating Class Members in accordance with the terms of this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are approximately 971 Class Members who collectively worked approximately 86,291 Workweeks. The final number of Aggrieved Employees and PAGA Pay Periods will be confirmed through the Class Data before Preliminary Approval.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will 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, not disclose it except as expressly permitted under this Agreement, use the Class Data only for purposes of this 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 this Agreement. The restrictions on the use and disclosure of the Class Data shall be deemed, upon entry of the Court's Order granting preliminary approval of this Settlement, to be a protective order entered by the Court subject to full enforcement by the Parties to this Agreement and the Court, and by taking on the administration of the Settlement, the Administrator agrees that it and its employees, agents and representatives are bound by such protective order. 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.

4.3. Funding of Gross Settlement Amount. The Administrator will provide Defendants with wire transfer information as an express condition precedent to Defendants' making the Gross Settlement Amount payment. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' shares of payroll taxes, by transmitting the funds to the Administrator no later than fifteen (15) business days after the Effective Date. Defendant Accor shall pay 74.4098% of the Gross Settlement Amount, or $1,424,947.67, and Defendant HEI. shall pay the remaining 25.5902% of the Gross Settlement Amount, or $490,052.33. Defendants are jointly and severally liable for the Gross Settlement Amount.

4.3.1. None of the Gross Settlement Amount will be payable prior to the occurrence of (a) final approval by the Court of the Settlement, (b) the Effective Date of the settlement, and (c) all other conditions precedent as set forth in the final stipulation of settlement as approved by the Court, provided all such conditions occur prior to the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment in accordance with this Settlement Agreement and as approved and ordered by the Court. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. 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, 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom 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 (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 a Class Member Address Search for all other Class Members 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or 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 State Controller's Unclaimed Property Fund pursuant to governing law to be held there for the benefit of such Class Members under California's escheatment laws, and such Class Members shall nevertheless be bound to this Agreement and the Final Approval Order. The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384(b), as the entire Net Settlement Amount shall be paid to Participating Class Members, whether or not their Individual Class Payment checks are cashed.

4.4.4. The Individual Class Payments and Individual PAGA Payments are not being made for any other purpose and will not be construed as "compensation" for purposes of

determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this Settlement shall be entitled to any additional or increased health, welfare, retirement, or other benefits as a result of their participation in the Settlement and/or receipt of payment under this Settlement.

5. RELEASE OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, including employer payroll taxes owed on the Wage Portion of the Individual Class Payments and Judgment is final, Plaintiff, Class Members, Aggrieved PAGA Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and/or any of the other pleadings filed in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, the PAGA Notice, and/or any of the other pleadings filed in the Action and/or Plaintiff's 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class 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.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> 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.

The above Plaintiff's Release also expressly excludes harassment, hostile work environment, retaliation, and related claims made by Plaintiff, which are subject to a separate settlement agreement.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective heirs, successors, and assigns, release the Released Parties of any and all allegations, claims, rights, demands, charges, complaints, actions, causes of action, costs, expenses, attorneys' fees, economic damages, restitution, civil penalties, statutory penalties, liquidated damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind that have been or reasonably could have been alleged or asserted in the Operative Complaint This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and other equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq., including, without limitation, claims for or based on any type of unpaid minimum, regular, overtime or other wages; failure to provide, authorize or permit compliant meal and rest periods; failure to pay any wages timely or at all during employment and/or upon termination of employment; failure to provide accurate itemized wage statements; failure to provide employees with paid sick leave and/or supplemental paid sick leave, failure to provide notice of such leave, and/or to pay such leave at the correct rate of pay; failure to reimburse any business expenses; failure to maintain accurate records; unlawful provision in offers of employment; and failure to conduct lawful background checks that arise from the facts, class allegations, or theories alleged in support of the claims pled in the Operative Complaint for the duration of the Class Period .

5.3. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: . Plaintiff, all Aggrieved Employees, and the State of California and LWDA are therefore deemed to release, on behalf of themselves and their respective representatives, heirs, successors, and assigns, the Released Parties from all claims for civil penalties that arose, accrued, or existed during the PAGA Period that were alleged, or that reasonably could have been alleged based on the statutes, violations, facts and/or theories asserted in the Operative Complaint and/or PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members; and the nature and

extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Not later than three (3) court days prior to the submission of the Motion for Preliminary Approval of this Agreement to the Court, Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval for Defense Counsel's review.

6.4. Pursuant to PAGA, Plaintiff and Class Counsel will also submit a copy of this Agreement to the LWDA and all other settlement-related documents required under PAGA to be submitted to the LWDA on the same day Plaintiff files the Motion for Preliminary Approval. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

6.5. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary

Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and Class Counsel has verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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. Notice to Class Members

7.4.1. 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 Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after Preliminary Approval, 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 with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's 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 the USPS. If the 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 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the forty-five (45) 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.

7.4.5. If the Administrator, Defendants or Class Counsel is 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, and in good faith. in an effort 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 not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail or email, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked or received, as applicable, by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge by the Parties or Class Members but shall be subject to final review and approval by the Court in connection with its proceedings on Final Approval of this Agreement. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity and/or signature. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge by the Parties or Class Members but shall be subject to final review and approval by the Court in connection with its proceedings on Final Approval of this Agreement.

7.5.3. 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 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. 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 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. Aggrieved Employees will not have the right to exclude themselves from (opt-out of) receiving their pro rata share of the PAGA Penalties portion of the Settlement, which will be based on their PAGA Pay Periods (as defined above), and will have checks for their Individual PAGA Payment mailed to them upon Final Approval by the Court, occurrence of the Effective Date of the Settlement, and payment of the Gross Settlement Amount by Defendants.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail or email. 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's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge, except in connection with the Court's proceedings on Final Approval of this Agreement. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may 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 Payment.

7.7.2. Participating Class Members may send written objections to the Administrator by mail or email. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will 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, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not 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 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, 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 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, subject to final review and approval by the Court in connection with its proceedings on Final Approval of the Settlement. In the event of such a dispute, Defendants will have the right to review their respective payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Defendants, the Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable, except in connection with the Court's proceedings on Final Approval of the Settlement.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, 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 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 written objections and attach the Exclusion List. 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.

7.8.6. Final Report by Settlement Administrator. Within ten (10) 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 seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense 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.

7.8.7. Tax Obligations. The Administrator (and not Defendants) will remit all federal and state taxes owed by Defendants and issue all IRS Form W-2s and 1099s on all funds distributed from the Gross Settlement Amount and the Net Settlement Amount.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on their records, Defendants estimate there are approximately 971 Class Members who collectively worked approximately 86,291 Workweeks. The final number of Aggrieved Employees and PAGA Pay Periods will be confirmed through the Class Data before Preliminary Approval.

8.1. Increase in Workweeks. Defendants represent that, as of the mediation date and based on the information then available to Defendants, Class Members worked approximately 86,291 Workweeks during the Class Period. If the final number of Workweeks exceeds 94,920, Defendant HEI may elect, in its sole discretion, either to (a) shorten the Class Period so that the total number of Workweeks used for settlement allocation does not exceed 94,920, or (b) increase the Gross Settlement Amount by $22.19 (the "Workweek Value") for each Workweek exceeding 94,920. The Workweek Value was calculated by dividing the originally agreed-upon Gross Settlement Amount ($1,915,000.00) by 86,291, which amounts to a Workweek Value of $22.19. Thus, for example, should there be 100,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $304,202.71 ((100,000 Workweeks – 86,291 Workweeks) x $22.19 per Workweek). Any such increase shall be funded by Defendant HEI only. Within ten (10) business days of providing Class Data to the Settlement Administrator

pursuant to Paragraph 4.2, above, Defendant HEI shall notify Class Counsel in writing of its election and any election under this paragraph, and any resulting adjustment to the GSA or Class Period, shall be disclosed in supplemental briefing submitted to the Court in further support of the Motion for Preliminary Approval.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will—subject to Defendants' review and approval—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, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) court days prior to filing the Motion for Final Approval with the Court. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. Class Counsel shall also meet and confer in good faith with Defense Counsel to reserve a mutually agreeable hearing date on the 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 than 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, without any obligation to enter into a revised version of or amendment to this Agreement if, by doing so, either of the Parties reasonably determines that doing so would materially change the terms, assumptions and/or other bases on which they decided to enter into this Agreement. However, the Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

Expenses Payment, and/or Administrator 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 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. 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 Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, the LWDA, and Aggrieved Employees 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, but without any obligation to enter into a revised version of or amendment to this Agreement if either of the Parties reasonably determines that doing so would materially change the terms, assumptions and/or other bases on which they decided to enter into this Agreement. However, an appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment 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 and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and 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).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing

authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. 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.

11.4. Publication. No information about the Action or the settlement may be posted on any of Class Counsel's websites except as expressly set forth herein without all Defendants prior written consent. Defendants consent to Class Counsel listing the case name, number, and a short description of the claims in declarations filed in which they may list their prior cases for purposes of supporting their qualifications to be appointed as class counsel.

11.5. 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.

11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

11.7. 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.

11.8. 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.

11.9. No Tax Advice. Neither Plaintiff, 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.

11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

11.12. 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.

11.13. 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

11.14. 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

11.15. Use 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, protective order, statute or California Rules of Court rule. Not 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, Plaintiff and Class Counsel 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 destruction, of Class Data.

11.16. 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.

11.17. 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.

11.18. 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.

11.19. 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.

11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Noah Faerber

Plaintiff, Noah Faerber

For Defendant, Accor Hotels & Resorts (Maryland), LLC

For Defendant, FHR Claremont Hotel Management Company LLC

For Defendant, Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC

/ / /

themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. 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.

11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Plaintiff, Noah Faerber

For Defendant, Accor Hotels & Resorts (Maryland), LLC

For Defendant, FHR Claremont Hotel Management Company LLC

Signed by:
Nigel Hurst
2F7B3EA25D4F4DB...

For Defendant, Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC

/ / /

Docusign Envelope ID: 21FDA9AC-EB35-89EC-80E2-E445030732E8

themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. 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.

11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Plaintiff, Noah Faerber

Signed by:
Brett Hochberg
CFD54454BFD0406...

For Defendant, Accor Hotels & Resorts (Maryland), LLC

Signed by:
Brett Hochberg
CFD54454BFD0406...

For Defendant, FHR Claremont Hotel Management Company LLC

For Defendant, Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC

/ / /

Docusign Envelope ID: 21FDA9AC-EB35-89EC-80E2-E445030732E8

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff

Matthew Eaton
Kerri Sakaue
Amy E. Beverlin
Counsel for Defendant Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC

Dana A. Kravetz
Amanda K. Monroe
Counsel for Defendants of Accor Hotels & Resorts (Maryland), LLC

FHR Claremont Hotel Management Company LLC

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff

DocuSigned by:
Amy Beverlin
D5A17FC8EC8D4FF...

Matthew Eaton
Kerri Sakaue
Amy E. Beverlin
Counsel for Defendant Merritt Hospitality LLC dba HEI Hotels & Resorts, LLC

Dana A. Kravetz
Amanda K. Monroe
Counsel for Defendants of Accor Hotels & Resorts (Maryland), LLC

FHR Claremont Hotel Management Company LLC