

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs ELVA FLORES and MEGAN DREMIN (“Plaintiffs”) and Defendant RANCHO VALENCIA RESORT PARTNERS, LLC. (“RVR”). Plaintiffs and RVR may be referred to collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. The “*Flores Action*” means Plaintiff Elva Flores’ lawsuit alleging wage and hour violations against RVR, captioned *Elva Flores, et al. v. Rancho Valenica Resort Partners, LLC, et al*, initiated on February 22, 2022, and now pending in the Superior Court of the State of California, County of San Diego as Case No. 37-2022-00006752-CU-OE-CTL.

1.2. The “*Dremin Action*” means *Megan Dremin v. Rancho Valenica Resort Partners, LLC, et al*, San Diego Superior Court Case No. 25CU043100C.

1.3. “Actions” shall collectively mean the *Flores Action* and *Dremin Action*.

1.4. “Administrator” means Xpand Legal Consulting, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5. “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 the approval of the Settlement.

1.6. “Aggrieved Employee” means all current and former non-exempt or hourly paid employees of RVR that worked for RVR in the State of California at any time during the PAGA Period.

1.7. “Aggrieved Employee Data” means Aggrieved Employee identifying information in RVR’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.8. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.9. “Court” means the Superior Court of California, County of San Diego.

1.10. “Defense Counsel” means Derek Paradis and Edwin Boniske of Higgs Fletcher & Mack LLP.

1.11. “Effective Date” means the date that the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.12. “Gross Settlement Amount” means \$800,000.00 which is the total amount RVR agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ General Release Payment, and the Administrator’s Expenses Payment.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. “Judgment” means the judgment entered by the Court based upon its order approving this Settlement.

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

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ General Release Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.19. “PAGA Counsel” means Sullivan & Yaeckel Law Group APC and Lawyers for Justice, PC.

1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for RVR for at least one day during the PAGA Period.

1.22. “PAGA Period” means the period from December 8, 2020, through October 8, 2025.

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (the Individual PAGA Payments) and 75% to LWDA (the LWDA PAGA Payment) in settlement of PAGA claims.

1.24. “PAGA Notices” means Plaintiffs Flores’s letter to RVR and the LWDA dated December 8, 2021 (LWDA-CM-856495-21), as well as Plaintiffs Dremin’s letter to RVR and the LWDA dated April 18, 2025 (LWDA-CM-1104566-25) providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.25. “Plaintiffs’ General Release Payment” means the special payment made to Plaintiffs to compensate them for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and for their agreement to execute a general release and Civil Code § 1542 waiver, as set forth herein.

1.26. “Released Parties” means: Rancho Valencia Resort Partners, LLC, Rancho Valenica Holdings, LLC, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.28. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On February 22, 2022, Plaintiff Flores filed a putative class action complaint (“Flores Complaint”) in Superior Court of the State of California, County of San Diego. Plaintiff Flores dismissed her putative class claims in light of an arbitration agreement. Plaintiff Flores then amended her Complaint to add Dremine as a Plaintiff. Plaintiff Dremine filed a PAGA action (“Dremine Complaint”) in Superior Court of the State of California, County of San Diego. Plaintiffs assert, on behalf of other members of the general public similarly situated, claims for penalties, based on alleged violations of Labor Code sections 2698, et seq. RVR denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to RVR and the LWDA by sending the PAGA Notices.

2.3. After the Flores Action was filed, the Court entered an order compelling the arbitration of Plaintiff Flores’ individual claims, dismissing the class claims, and staying the representative PAGA claim pending resolution of the arbitration. During the pendency of the arbitration proceedings, on August 5, 2025, Plaintiff Flores and RVR participated in a mediation with Hon. Eddie C. Sturgeon (Ret.) of Signature Resolution, LLC, through which they reached an agreement to settle and resolve the Actions. Plaintiff Flores and RVR entered into a Memorandum of Understanding to document the terms of their agreement, which was signed on or around August 18, 2025, and the Parties are entering into this Agreement with the specific intent to supersede and replace the MOU and set forth all material terms of the Parties’ agreement.

2.4. Prior to the mediation, Plaintiffs obtained, through informal discovery, documents and information about Plaintiffs and the Aggrieved Employees, including a sampling of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, copies of all relevant written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, and statistical information about the Aggrieved Employees, including their rates of pay, positions held, dates of employment, number of pay periods worked, and other relevant information. The information

produced in anticipation of the mediation was sufficient to permit a thorough analysis of the alleged wage and hour violations in anticipation of the mediation.

3. **TERMS.**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, RVR promises to pay \$800,000.00 and no more as the Gross Settlement Amount. RVR has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to RVR.

3.2. **First Amended Complaint:** As a condition of settlement, prior to filing for Approval of PAGA Settlement, Plaintiff Flores will file a First Amended Complaint ("FAC") in the Flores Action, specifically to add Plaintiff Dremine as a plaintiff and proposed PAGA Representative and to assert the claims alleged in the Dremine Action. Defendant will not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will be deemed withdrawn and the Complaint will again become the operative complaint in the Flores Action without prejudice to Plaintiffs' right to seek leave to file another amended complaint and without prejudice to Defendant's rights to object and/or challenge an amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the FAC.

3.3. **Dismissal of PAGA Cause of Action in the Dremine Action:** As part of this Settlement, Plaintiff Dremine agrees to secure the Court's entry of the Order dismissing his causes of action from the Dremine Action without prejudice. The Parties shall cooperate in moving the Court to enter an order dismissing the causes of action in the Dremine Action without prejudice, after the entry of the final order and judgment in the Flores Action.

3.4. **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 its order approving this Settlement:

3.4.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of up to \$266,666.67 and a PAGA Counsel Litigation Expenses Payment of not more than \$11,000.00. RVR will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds RVR harmless, and shall indemnify RVR from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.2. To the Administrator: An Administrator Expenses Payment not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Court approves payment less than \$6,000.00, the unused funds will revert to the NSA to be distributed to the Aggrieved Employees and the State of California.

3.4.3. To Plaintiffs: Plaintiffs' General Release Payment, in an amount not to exceed \$20,000.00 (10,000.00 each), in exchange for Plaintiffs' execution of the General Release set forth herein. To the extent the Court approves payment less than \$20,000.00, the unused funds will revert to the NSA to be distributed to the Aggrieved Employees and the State of California.

3.4.4. To the LWDA and Aggrieved Employees: PAGA Penalties, in the amount estimated to be \$496,333.33, to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment (\$372,249.99) and 25% allocated to the Individual PAGA Payments (\$124,088.34).

3.4.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.4.2. 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. Aggrieved Employee Pay Periods. Based on a review of its records to date, RVR estimates that there are 1,100 Aggrieved Employees who worked a total of 36,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 calendar days of the Court's Order approving the Settlement, RVR will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. RVR has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which RVR must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. RVR shall fully fund the Gross Settlement Amount and the General Release Payment by transmitting the funds to the Administrator no later

than 21 calendar days after RVR receives notice of the Court's order granting approval of this Settlement.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after RVR funds the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' General Release Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of PAGA Counsel Fees and Expenses Payments shall not precede Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such uncashed checks, plus any interest accrued thereon, to be distributed consistent with California Code of Civil Procedure Section 384 to the San Diego County Bar Foundation ("SDCBF"). The Parties are informed and believe the SDCBF provides services to over 50 legal aid and public interest organizations – including abused women and children, immigrants seeking political asylum, workers who cannot afford legal representation, and others who are in need of legal assistance – and supports programs that educate children and adults about the legal system and individuals' rights and responsibilities. More information on the SDCBF can be found at <https://sdcbf.org/about/>.

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

5. RELEASES OF CLAIMS. Effective on the date when RVR funds the Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiffs' employment with RVR, of whatsoever kind or nature,

including without limitation all claims that were, or reasonably could have been, alleged, based on the facts contained in the Dremine Complaint, Flores Complaint, and the PAGA Notices (“Plaintiffs’ Release”). Plaintiffs’ 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. Plaintiffs acknowledges she may discover facts or law different from, or in addition to, the facts or law that which she now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs 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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, all claims for PAGA penalties that were alleged on their behalf, or , based on the PAGA Period facts stated in the Dremine Complaint, Flores Complaint and the PAGA Notices.

5.3 Release By PAGA Counsel. PAGA Counsel release, on behalf of themselves and their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Complaint and the PAGA Notices.

6. MOTION FOR COURT APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will prepare and deliver to Defense Counsel a draft of the Motion for Court Approval of Settlement and proposed order/judgment at least a week before the filing deadline. PAGA Counsel are responsible for promptly delivering the Court’s Approval Order to the Administrator.

6.2 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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 selected Xpand Legal Consulting, LLC to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 to 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 under US Treasury Regulation section 468B-1.

7.4 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, RVR estimates that, as of the date of this Agreement, there were 1,100 Aggrieved Employees who worked 36,000 Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods exceeds this estimate by more than 10% (i.e., is greater than 39,600), then, at RVR's option: (1) the PAGA Period will end on the date the total number of pay periods is 39,600; or (2) RVR will proportionately increase the Gross Settlement Amount by the number of pay periods above 39,600.

9. CONTINUING THE 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 enforcing this Agreement and/or Judgment, addressing settlement administration matters, and addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 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.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 RVR that any of the allegations in the Operative Complaint have merit or that RVR has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that RVR's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does approve this Settlement, RVR reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest RVR's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any arbitration or litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 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, including without limitation the MOU.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and RVR, 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.

10.4 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.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, RVR 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.

10.7 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure

to the benefit of, the successors of each of the Parties.

10.9 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.

10.10 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.

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by RVR in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from RVR.

10.13 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.

10.14 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.

10.15 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, addressed as follows:

To Plaintiffs:

Erick K. Yaeckel
yaeckel@sullivallawgroupapc.com
Ryan T. Kuhn
ryan@sullivanlawgroupapc.com
Cody D. Archer
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SULLIVAN & YAECKEL LAW GROUP, APC
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San Diego, California 92101

Arby Aiwanian
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Joanna Ghosh

joanna@calljustice.com
Arman Marukyan
arman@calljustice.com
LAWYERS FOR JUSTICE
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Glendale, California 91203

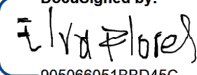
To RVR: Derek W. Paradis
paradisd@higgslaw.com
Edwin M. Boniske
boniske@higgslaw.com
HIGGS FLETCHER & MACK LLP
401 West "A" Street, Suite 2600
San Diego, California 92101-7910

10.16 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.

10.17 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 C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

By Plaintiffs:

10/20/2025
Dated: October __, 2025

DocuSigned by:

905066051BBD45C...

Elva Flores

Dated: October __, 2025

Megan Dremin

By RVR:

Dated: October __, 2025

RANCHO VALENCIA RESORT PARTNERS, LLC

By: Milan Drager, its Authorized Signatory

joanna@calljustice.com
Arman Marukyan
arman@calljustice.com
LAWYERS FOR JUSTICE
450 North Brand Blvd., Suite 900
Glendale, California 91203

To RVR: Derek W. Paradis
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401 West "A" Street, Suite 2600
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By Plaintiffs:

Dated: October __, 2025

Dated: October ²⁰__, 2025

By RVR:

Dated: October ²⁰__, 2025

Elva Flores

Electronically Signed 2025-10-20 20:09:31 UTC - 174.251.160.53
Nintex AssureSign® 0fb6d8cd-97b-493e-acbb-b37c014b00dc

Megan Dremin

RANCHO VALENCIA RESORT PARTNERS, LLC

By: Milan Drager, its Authorized Signatory

Approved as to form:

Dated: October 21, 2025

SULLIVAN & YAECKEL LAW GROUP, APC



Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer
Counsel for Plaintiff ELVA FLORES

Dated: October 20, 2025

LAWYERS FOR JUSTICE, PC



Arman Marukyan
Counsel for Plaintiff MEGAN DREMIN

Dated: October 20, 2025

HIGGS FLETCHER & MACK, LLP



Derek W. Paradis
Edwin M. Boniske
Counsel for Defendant RANCHO VALENCIA
RESORT PARTNERS, LLC