

**SETTLEMENT AGREEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL
ACT CLAIMS**

This SETTLEMENT AGREEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT CLAIMS (“Agreement”) is made by and between Plaintiff TERESA MONTANO (“Plaintiff”) and Defendants STUDIO CITY MAXWELL LLC and CULVER CITY MAXWELL LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as a “Party.” This Agreement pertains only to Plaintiff’s individual Private Attorneys General Act (“PAGA”) claims for violations affecting her personally and does not purport to release claims for violations affecting putative aggrieved employees other than Plaintiff.

1. DEFINITIONS

- 1.1 “Action” means Plaintiff’s October 8, 2025 Complaint in the Los Angeles County Superior Court, Case No. 25STCV29496, alleging the following causes of action on her own behalf and on behalf of current and former aggrieved employees for civil penalties pursuant to the Private Attorneys General Act for Defendants’: (1) failure to pay minimum wages for all hours worked; (2) failure to properly pay overtime hours at the proper rate of pay; (3) failure to provide legally required and compliant meal periods and/or failure to pay meal period premiums in lieu thereof; (4) failure to provide legally required and compliant rest periods and/or failure to pay rest period premiums in lieu thereof; (5) failure to authorize and permit legally required lactation accommodation breaks and/or failure to pay lactation accommodation premiums in lieu thereof; (6) failure to timely pay earned wages during employment; (7) secret payment of lower wages than required by statute; (8) failure to provide complete and accurate wage statements; and (9) failure to pay all wages due upon termination or resignation.
- 1.2 “Aggrieved Employee” means Plaintiff.
- 1.3 “Court” means the Superior Court of California, County of Los Angeles.
- 1.4 “Defense Counsel” means Neil Eddington, Ricardo Diaz, and Krystal Campos of K&L Gates LLP.
- 1.5 “Effective Date” means the date on which the Court enters an order approving this Agreement, provided that Plaintiff submits the Agreement to the LWDA prior to the filing of the Motion for Approval.
- 1.6 “Gross Settlement Amount” means One Hundred Dollars (\$100.00), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount shall consist of and will be used to pay Plaintiff’s Individual PAGA Payment, and the LWDA PAGA Payment.
- 1.7 “Individual PAGA Payment” means the amount paid to Plaintiff’s Counsel consisting of 35% of the Gross Settlement Amount, which is Thirty-Five Dollars (\$35.00).

- 1.8 “Judgment” means the judgment entered by the Court based upon final approval of this Agreement.
- 1.9 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) to receive a portion of PAGA civil penalties.
- 1.10 “LWDA PAGA Payment” means the amount paid to the LWDA under Labor Code section 2699(i), consisting of 65% of the Gross Settlement Amount, which is Sixty-Five Dollars (\$65.00).
- 1.11 “PAGA Counsel” means Joseph Lavi, Vincent Granberry, Monique Toby, Margaux Gundzik, and Malcolm Clayton of Lavi & Ebrahimian LLP, the attorneys representing Plaintiff in the Action.
- 1.12 “PAGA Period” means the period from July 23, 2024 to the date the Court approves this Agreement.
- 1.13 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.14 “PAGA Notice” means Plaintiff’s July 23, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.15 “Plaintiff” means Teresa Montano, the named plaintiff in the Action.
- 1.16 “Approval Order” means the proposed court order granting approval of the PAGA settlement.
- 1.17 “Released PAGA Claims” means the claims being released by Plaintiff as described in Paragraph 5 below.
- 1.18 “Released Parties” means: Defendants Culver City Maxwell LLC and Studio City Maxwell LLC and any other party or entity that could be alleged to be jointly liable with Defendants under any theory, including joint employer, joint tortfeasor, or other similar theories, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and past or present employees.
- 1.19 “Settlement” means the disposition of Plaintiff’s individual PAGA claim alleged in the Action.
- 1.20 “Defendants” means the named Defendants, Culver City Maxwell LLC and Studio City Maxwell LLC.

2. RECITALS

On or around October 8, 2025, Plaintiff filed a Complaint in the Los Angeles County Superior Court, Case No. 25STCV29496, alleging the following causes of action on her

own behalf and on behalf of current and former aggrieved employees for: (1) failure to pay minimum wages for all hours worked; (2) failure to properly pay overtime hours at the proper rate of pay; (3) failure to provide legally required and compliant meal periods and/or failure to pay meal period premiums in lieu thereof; (4) failure to provide legally required and compliant rest periods and/or failure to pay rest period premiums in lieu thereof; (5) failure to authorize and permit legally required lactation accommodation breaks and/or failure to pay lactation accommodation premiums in lieu thereof; (6) failure to timely pay earned wages during employment; (7) secret payment of lower wages than required by statute; (8) failure to provide complete and accurate wage statements; and (9) failure to pay all wages due upon termination or resignation (the "Complaint"). Defendants deny the allegations in the Complaint, any prior complaint, and Plaintiff's PAGA Notice; deny any failure to comply with the laws identified in the Complaint; and deny any and all liability for the causes of action alleged.

- 2.1 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice, which led to this Agreement to settle the Action.
- 2.2 The Parties have reached an agreement to resolve the PAGA claim arising from violations allegedly suffered by Plaintiff.
- 2.3 Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, all relevant policies and pay and time data pertaining to Plaintiff's claims.

3. MONETARY TERMS

- 3.1 Gross Settlement Amount. Defendants promise to pay \$100.00, and no more, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. Defendants will remit Plaintiff's Individual PAGA Payment and the LWDA PAGA Payment directly to PAGA Counsel and the LWDA, respectively. Under no circumstances shall Defendants be liable to pay an amount greater than the Gross Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting Plaintiff's Individual PAGA Payment to PAGA Counsel and the LWDA PAGA Payment to the LWDA no later than twenty-one (21) calendar days after the Effective Date. Once Defendants have made such payments, Defendants and the Released Parties will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement.
- 4.2 The payment of the Individual PAGA Payment shall not obligate Defendants to confer any additional benefits or make any additional payments to Plaintiff (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff, the State of California, and the LWDA will release claims against all Released Parties as follows:

5.1 Release by Plaintiff as an Aggrieved Employee, the LWDA, and the State of California: Plaintiff, in her capacity as an Aggrieved Employee and PAGA representative pursuant to Labor Code section 2699 *et seq.*, the LWDA, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising from alleged violations against Plaintiff only, that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice. Such released claims specifically include, but are not limited to, PAGA penalties for: (1) failure to pay minimum wages for all hours worked; (2) failure to properly pay overtime hours at the proper rate of pay; (3) failure to provide legally required and compliant meal periods and/or failure to pay meal period premiums in lieu thereof; (4) failure to provide legally required and compliant rest periods and/or failure to pay rest period premiums in lieu thereof; (5) failure to authorize and permit legally required lactation accommodation breaks and/or failure to pay lactation accommodation premiums in lieu thereof; (6) failure to timely pay earned wages during employment; (7) secret payment of lower wages than required by statute; (8) failure to provide complete and accurate wage statements; (9) failure to pay all wages due upon termination or resignation, any violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226.7, 510, 512, 1030, 1031, 1033, 1194, 1197, and 1198, as well as all claims for attorneys' fees and costs, interest, injunctive relief, declaratory relief, restitution, or punitive damages. This release does not extend to PAGA penalties arising from alleged violations against purported aggrieved employees other than Plaintiff.

6. MOTION FOR APPROVAL OF SETTLEMENT

The Parties shall cooperate in good faith in submitting a motion for approval of this Agreement to the Court. Plaintiff, by and through her counsel, shall concurrently deliver a copy of this Agreement to the LWDA.

6.1 Duty to Cooperate. If the Parties disagree on any aspect of the motion for approval of this Settlement or the supporting declarations and documents, the Parties, by and through their respective counsel, will expeditiously work together on behalf of the Parties by meeting and conferring 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, the Parties, by and through their respective counsel, will expeditiously work together on behalf of the Parties to meet and confer to attempt to modify the Agreement and otherwise satisfy the Court's concerns. However, if the Court does not grant approval of the Settlement in a form substantively similar to the version agreed to by the Parties, this Agreement becomes null and void as if no settlement of any claim was ever

reached. All negotiations, statements, and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

7. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and (ii) addressing such post-Judgment matters as are permitted by law.

- 7.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties waive their rights to appeal, object to, or otherwise challenge any judgment approving the Settlement. 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, seeks to intervene, or otherwise seeks to challenge the Settlement, 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.

8. ADDITIONAL PROVISIONS

- 8.1 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 Defendants that any of the allegations in the 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 representative treatment and Plaintiff's PAGA standing are stipulated for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right 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).
- 8.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement of Plaintiff's Individual PAGA claims, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. The Parties agree that the contemporaneously executed Confidential Settlement and Release Agreement is not superseded by this Agreement.
- 8.3 Attorney Authorization. The Parties to this Agreement hereby represent and warrant that they have authorized their respective counsel 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.

- 8.4 Cooperation. The Parties, by and through their respective 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 the 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.
- 8.5 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 8.6 No Tax Advice. Neither Plaintiff nor Defendants 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.
- 8.7 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.
- 8.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 8.9 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.
- 8.10 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.
- 8.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Further, the Parties will not make, and shall direct their respective Counsel not to make, any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Plaintiff represents that she has not made any such disclosure. Plaintiff shall not, and shall not encourage any other party to, intervene in, object to, or appeal the Settlement. Plaintiff agrees not to, and shall direct her counsel not to,

publicize the terms of this Settlement with the media, including, but not limited to, any newspaper, journal, magazine, website or online reporter of settlements.

- 8.12 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.
- 8.13 Calendar Days. Unless otherwise noted, all references 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.
- 8.14 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 on the day sent by email or messenger, addressed as follows:

To Plaintiff: Joseph Lavi
Lavi & Ebrahimian, LLP
8889 West Olympic Blvd., Suite 200
Beverly Hills, CA 90211
jlavi@lelawfirm.com

To
Defendants: Neil Eddington
Ricardo Diaz
Krystal Campos
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
neil.eddington@klgates.com
ricardo.diaz@klgates.com
krystal.campos@klgates.com

Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, each of 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 exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Teresa Montano

TERESA MONTANO, Plaintiff

Derek Maxwell

STUDIO CITY MAXWELL LLC, Defendant

Derek Maxwell

CULVER CITY MAXWELL LLC,
Defendant

SIGNED ONLY AS TO FORM:

Joseph Lavi

JOSEPH LAVI, Counsel for Plaintiff

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NEIL EDDINGTON, Counsel for Defendants