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**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is made and entered into by and between BLANCA MONTANO ("PLAINTIFF") and ALG VACATIONS CORP. ("DEFENDANT"). PLAINTIFF and DEFENDANT (each individually described herein as a "PARTY" and jointly described herein as the "PARTIES") execute this Agreement with reference to the following facts:

A. PLAINTIFF has filed a class and Private Attorneys General Act ("PAGA") action against DEFENDANT based on allegations concerning PLAINTIFF's employment with DEFENDANT in the action captioned *Blanca Montano v. ALG Vacations Corp.*, Riverside County Superior Court Case No. CVRI2301362 (the "Action").

B. On March 14, 2023, PLAINTIFF sent a notice to the Labor and Workforce Development Agency ("LWDA") alleging violations by ALG VACATIONS CORP. of certain sections of the Labor Code ("LWDA Notice").

C. On March 16, 2023, PLAINTIFF filed a class action Complaint against DEFENDANT alleging failure to pay wages, provide meal and rest periods, provide accurate itemized wage statements, timely pay all wages due upon separation of employment, and reimburse business expenses as well as a claim for violation of the Unfair Competition Law ("Action"). On May 19, 2023, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA.

D. DEFENDANT denies any and all wrongdoing and/or liability as alleged in the Action and the LWDA Notice, and further denies any wrongdoing against and/or liability to PLAINTIFF related to PLAINTIFF's employment with DEFENDANT.

E. Without any admission of wrongdoing or liability by DEFENDANT, the PARTIES now wish to resolve any and all disputes and potential liabilities of DEFENDANT and their constituents to PLAINTIFF; to compromise, settle and release any claims and potential claims by PLAINTIFF against DEFENDANT and their constituents to the extent the law permits such matters to be settled and released by this Agreement, including but not limited to, PLAINTIFF's individual claims alleged in or related to the Action with prejudice and without prejudice to putative class members and aggrieved employees; and to document herein the settlement between the PARTIES.

NOW, THEREFORE, in consideration of the execution of this Agreement, and the performance of the covenants and promises hereinafter set forth, the PARTIES agree as follows:

1. Settlement Payment. Subject to the conditions precedent set forth herein, DEFENDANT shall pay PLAINTIFF the total amount of thirty five thousand dollars and zero cents (\$35,000.00) (the "Settlement Payment"), which is fully inclusive of all amounts described in this Agreement to be provided to PLAINTIFF and her counsel, including but not limited to all of PLAINTIFF's claims for damages, attorneys' fees, costs, interest, and penalties, as well as any other type or form of relief.

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Within fourteen (14) calendar days after the last occurrence of (a) the Effective Date of this Agreement as defined in Section 2, below, (b) the PARTIES exchanging counterparts of this executed Agreement, (c) the delivery of the completed IRS forms as described in Section 2 herein, and (d) dismissal entered by the Riverside County Superior Court showing a complete dismissal of PLAINTIFF's individual claims in the Action with prejudice and dismissal of the unnamed class members' and aggrieved employees' claims without prejudice pursuant to California Rules Court, Rule 3.770 and California Labor Code Section 2699(l), DEFENDANT shall mail, via overnight mail, payment as follows:

(a) one check in the amount of Three Thousand Eight Hundred Dollars and Zero Cents (\$3,800.00), made payable to "**Blanca Montano**" for alleged unpaid wages related to disputed legal claims, which will be subject to the issuance of an IRS W-2, and which will be mailed to "1375 Alta Palma Road, Perris, California 92571";

(b) one check in the amount of Fourteen Thousand Eight Hundred Twenty Eight Dollars and Twenty Four Cents (\$14,828.24), made payable to "**Blanca Montano**" for alleged penalties, reimbursements, and interest related to disputed legal claims, which will be subject to the issuance of an IRS 1099, and which will be mailed to "1375 Alta Palma Road, Perris, California 92571";

(c) a check in the amount of Nine Thousand Three Hundred Forty Two Dollars and Fifty Three Cents (\$9,342.53) made payable to "**Daily Aljian LLP**" for the payment of attorneys' fees and costs, which will be subject to the issuance of an IRS 1099 form, and which will be mailed to "**100 Bayview Circle, Suite 5500, Newport Beach, California 92660**"; and

(d) a check in the amount of Seven Thousand Twenty Nine Dollars and Twenty Three Cents (\$7,029.23) made payable to "**Torus LLP**" for the payment of attorneys' fees and costs, which will be subject to the issuance of an IRS 1099 form, and which will be mailed to "**1440 N. Harbor Blvd., Ste. 900, Fullerton, California 92835**."

One Hundred Dollars (\$100.00) of the Settlement Payment will be allocated to the settlement of Plaintiff's individual PAGA claim with 75% of the funds to be paid to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code 2699(i). Plaintiff's Counsel is responsible for making payment to the LWDA within seven (7) days after the Settlement Payment is received by Plaintiff and her Counsel.

Neither DEFENDANT nor its attorneys have made any representations or warranties regarding the taxability of the Settlement Payment or any amount described above. PLAINTIFF agrees to assume all risks regarding the tax consequences of the Settlement Payment, if any. PLAINTIFF hereby represents and warrants that she shall be solely responsible for the payment of any and all federal, state, local and other taxes, fines and/or penalties that may become due as a result of the Settlement Payment, other than the employer's share of payroll taxes associated with the component of the Settlement Payment described above as being for alleged unpaid wages. PLAINTIFF understands and agrees that she shall hold harmless RELEASEES (as defined in Section 3 herein), and each of them, against any assessment of payroll, withholding, FICA, other taxes, interest, penalties, fines, and other items that may be asserted against RELEASEES, or any of them, by any government entity at any time arising out of the Settlement Payment. The

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Settlement Payment constitutes good and valuable consideration for PLAINTIFF's release of all claims against the RELEASEES. None of the RELEASEES has an independent legal duty to pay PLAINTIFF the Settlement Payment absent the terms of this Agreement itself.

2. Dismissal of the Action and Delivery of W-9 Form. PLAINTIFF shall hereafter cause a completed IRS W-9 form for herself, Daily Aljian LLP, and Torus LLP to be emailed to counsel of record for DEFENDANT. PLAINTIFF shall also cause her attorneys of record to: (1) dismiss PLAINTIFF's individual claims in the Action with prejudice and dismiss the unnamed class members' and aggrieved employees' claims without prejudice; and (2) provide proof to DEFENDANT's counsel that the Action has been dismissed by the Court. This Agreement is contingent upon the Action being dismissed as set forth herein. The Effective Date is the date by which all completed W-9 forms and the order dismissing the Action has been provided to DEFENDANT's counsel.

3. Release of Claims by PLAINTIFF. Upon PLAINTIFF's signing this Agreement, PLAINTIFF, for herself and for her heirs, executors, attorneys, administrators, and assigns, hereby forever releases, discharges and waives as against DEFENDANT, and its past and present constituents (which are defined to include predecessors, successors, parents, subsidiaries, partners, officers, directors, shareholders, principals, agents, employees, insurers, attorneys, employee benefit plans, plan fiduciaries and plan administrators, with DEFENDANT and said constituents jointly referred to herein as "RELEASEES"), collectively, individually and in their official capacities, any and all claims, assertions of claims, debts, demands, causes of action, suits and liabilities of any nature, type and description, including, but not limited to, any such item arising out of, related to, or in any way connected with PLAINTIFF's employment with DEFENDANT, the Action, the LWDA Notice and any claim for expenses, attorney's fees, costs and/or damages. The release set forth in this Section 3 includes all claims for matters occurring at any time up to the point that PLAINTIFF signs this Agreement, and includes all claims of every kind and nature, known or unknown, suspected or unsuspected, and foreseen or unforeseen. This includes, but is not limited to, claims under (1) any federal, state or local law or regulation concerning employment, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Family and Medical Leave Act, as amended, the Fair Labor Standards Act (to the maximum extent permitted by law) and California's Fair Employment and Housing Act; (2) any state, local or federal law regulating wages, hours, benefits, compensation or employment; (3) any claim for wrongful discharge, breach of contract, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, false imprisonment, fraud of any kind, violation of public policy, retaliation, or defamation; and (4) any claim under the California Labor Code or the IWC Wage Orders, including but not limited to any claim under the Private Attorneys General Act of 2004 ("PAGA").

PLAINTIFF for valuable consideration hereby expressly waives all of the rights and benefits of Section 1542 of the California Civil Code (and any similar or equivalent statute or law under the law of any state or jurisdiction), which provides as follows:

"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,

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would have materially affected his or her settlement with the debtor or released party."

PLAINTIFF agrees that the release provided by this Agreement applies to any claims brought by any person or agency on behalf of PLAINTIFF or any class action, representative action or collective action pursuant to which PLAINTIFF may have any right or benefit. PLAINTIFF agrees not to participate in any class action, representative action or collective action that may include or encompass any of the claims released by this Agreement, including the claims alleged in the Action and the LWDA Notice. With respect to any claims released by this Agreement, PLAINTIFF further agrees not to accept any recovery or benefit that may be obtained on his or her behalf by any other person or agency or in any class action, representative action or collective action, and does hereby assign any such recovery or benefit to DEFENDANT. In addition, PLAINTIFF agrees that in the event she receives any notice from any claims administrator, attorney, law firm or other person purporting to represent PLAINTIFF or any class or group which includes PLAINTIFF, and such notice references any lawsuit or threatened lawsuit against any of the DEFENDANT or its affiliated entities that encompasses any of the claims released by this Agreement, PLAINTIFF will promptly notify such claims administrator, attorney, law firm, or other person that PLAINTIFF does not wish to participate in and specifically "opts out" of any class action or collective action against any of the DEFENDANT, and does not wish to participate in and that she is not an aggrieved employee in any representative action, including actions brought pursuant to the PAGA.

This release does not apply to any of PLAINTIFF's claims that cannot be released as a matter of law, such as claims for workers' compensation and/or unemployment benefits. Notwithstanding the above, PLAINTIFF has no ongoing workers' compensation claim against any of the DEFENDANT and does not intend to file any claims or seek any benefits under workers' compensation against any of the RELEASEES. This release does not prevent PLAINTIFF from participating in or cooperating with any state or federal agency's investigation, including the Equal Employment Opportunity Commission ("EEOC"), or from filing a charge of discrimination with a state or federal agency, including the EEOC. However, PLAINTIFF is releasing RELEASEES from any and all claims by which PLAINTIFF is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by PLAINTIFF or on PLAINTIFF's behalf.

4. Good Faith Dispute. There is a good faith dispute between the PARTIES as to whether PLAINTIFF is owed any additional payments, including but not limited to wages, commissions, bonuses, PTO, vacation, sick leave, holidays, reimbursements, benefits, and/or penalties; however, PLAINTIFF is willing to compromise and resolve all such claims by accepting the Settlement Payment under the terms of this Agreement.

5. Covenant Not To Sue. This Agreement is expressly conditioned upon PLAINTIFF's covenant not to file any claim against any of the RELEASEES. PLAINTIFF agrees not to sue any of the RELEASEES or become a party to a lawsuit, whether in an individual or representative capacity, on the basis of any claims of any type that arise out of or relate to any aspect of PLAINTIFF's employment or termination of employment with DEFENDANT or any other matter up through the date PLAINTIFF executes this Agreement. PLAINTIFF understands that this is an affirmative promise by PLAINTIFF not to sue any of the RELEASEES which is in

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addition to PLAINTIFF's general release of claims. This Section will not apply to any lawsuit necessary to enforce the terms of this Agreement. PLAINTIFF acknowledges, agrees, and warrants that, as a consequence of the above-cited recitals and factual stipulations, that she will not pursue any lawsuit, in an individual or representative capacity, including one based upon or related to the allegations contained in the Action and/or the LWDA Notice. This provision operates only to the extent it may lawfully be part of this Agreement.

6. Voluntary Agreement. The release in this Agreement is freely and voluntarily given and entered into by PLAINTIFF. PLAINTIFF agrees and warrants that she is not acting under duress, menace, or coercion. PLAINTIFF has consulted with attorneys of her choice regarding the legal force and effect of this Agreement and has voluntarily decided to enter into this Agreement.

7. No Admission of Liability. PLAINTIFF acknowledges that this Agreement does not constitute an admission of liability and/or fault, express or implied, on the part of RELEASEES, or any of them, with respect to any fact or matter that may concern PLAINTIFF's claims and/or matters released hereby. PLAINTIFF further agrees that nothing herein shall constitute evidence of any such liability and/or fault.

8. Authority and Assignment. PLAINTIFF warrants and represents that (a) PLAINTIFF has the legal authority to enter into this Agreement, (b) no other person had or has or claims any interest in the matters purported to be released hereby by PLAINTIFF, and (c) PLAINTIFF has not sold, assigned, transferred or conveyed or otherwise disposed of (or purported to do any such thing) any claim, demand, action, cause of action or other matter based upon, arising out of, pertaining to, concerning or connected with any of the matters or things purported to be released hereby.

9. Confidentiality. Except as compelled by legal process or as necessary to secure the dismissal of PLAINTIFF's class claims by the Riverside County Superior Court, PLAINTIFF and her constituents shall not, either individually or jointly, either directly or indirectly, disclose any of the terms of this Agreement, any settlement discussions by the PARTIES, their attorneys or representatives, or that PLAINTIFF has received a payment as part of the resolution of the Action and/or the matters released hereby to anyone other than PLAINTIFF's constituents (which are defined as PLAINTIFF's attorneys, accountants, tax consultants, and spouse, registered domestic partner or civil union partner), and PLAINTIFF may disclose that information to PLAINTIFF's constituents only after informing them in writing that the information is highly confidential and that they are strictly prohibited from disclosing the information to others. PLAINTIFF represents that neither PLAINTIFF nor any of her constituents has disclosed to anyone (except to PLAINTIFF's constituents), either directly or indirectly, any of the terms of this Agreement, any settlement discussions by the PARTIES, their attorneys or representatives, or that PLAINTIFF will receive a payment as part of the resolution of the Action and/or the matters released hereby. With regard to the status of the claims PLAINTIFF made or could have made in the Action, PLAINTIFF may communicate to others only (except to PLAINTIFF's constituents or to the Riverside County Superior Court for the limited purpose set forth above, or as compelled by law) that the matter was resolved by mutual agreement, and that PLAINTIFF is not free to comment upon the terms. It is also expressly understood and agreed that, except as compelled by law or as necessary to secure the dismissal of PLAINTIFF's claims, neither PLAINTIFF (nor any

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constituents of PLAINTIFF) shall mention, either directly or indirectly, any of the terms of this Agreement, any settlement discussions by the PARTIES, their attorneys or representatives, PLAINTIFF receiving payment as part of the resolution of the Action and/or the matters released hereby, or any other settlement, in any pending or subsequent legal proceeding or arbitration, except as may be necessary to enforce the terms of the Agreement. PLAINTIFF agrees to give notice to DEFENDANT of any and all attempts to legally compel disclosure of the existence, conditions or terms of this Agreement by giving written notice to DEFENDANT at 2029 Century Park East, Suite 3500, Los Angeles, CA 90067 (Attention: Michael Afar; mafar@seyfarth.com) at least ten (10) days before compliance with any subpoena, order or other compulsion of law, or in the fastest time as is reasonably practicable under the circumstances if ten (10) days is not reasonably practicable.

10. Indemnity. PLAINTIFF hereby agrees to indemnify and hold RELEASEES, and each of them, harmless from and against any and all losses, costs, damages, liabilities, or expenses, including, without limitation, attorney's fees incurred, (a) caused by any action or proceeding if such action or proceeding arises out of or is based upon any claim, demand, cause of action, or other matter released herein, or arises out of or is based upon any breach of this Agreement by PLAINTIFF or the fact that any representation made herein by PLAINTIFF was false when made, or (b) in enforcing RELEASEES' indemnity rights. Said amounts include, without limitation, those fees and costs incurred in enforcing the Agreement or pursuing damages or other remedies for the breach, false representation or tax-related indemnity issue.

11. Non-Disparagement. PLAINTIFF shall not make any disparaging comments and/or statements about any of the RELEASEES. In the event DEFENDANT are contacted about PLAINTIFF by a prospective employer, DEFENDANT shall disclose only PLAINTIFF's dates of employment and position held.

12. Attorneys' Fees. Unless otherwise stated herein, each PARTY to this Agreement shall bear its own attorneys' fees and costs.

13. Dismissal Declaration and Cooperation. As part of the consideration for DEFENDANT entering into this Agreement, PLAINTIFF agrees to obtain a dismissal order entered by the Riverside County Superior Court showing a complete dismissal of PLAINTIFF's individual claims in the Action with prejudice and dismissal of the unnamed class members' and aggrieved employees' claims without prejudice. Should the Court not approve the dismissal of class and PAGA claims without prejudice to the unnamed class members and aggrieved employees pursuant to California Rules of Court, Rule 3.770 and California Labor Code Section 2699(l), the PARTIES shall cooperate in good faith and make all reasonable efforts to remedy any issues that caused the denial, and obtain approval of PLAINTIFF's individual settlement.

14. Copy of Signature as Original. This Agreement may be executed by facsimile, photocopy, digital copy, or other copy in counterparts, each of which is equally admissible in evidence, and each counterpart shall fully bind each PARTY.

15. Integration. This Agreement contains the entire understanding and agreement between the PARTIES with regard to the matters set forth herein, supersedes any prior understanding and/or agreement, and is intended to be and is a final integration thereof. There are

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no representations, arrangements, agreements, warranties, undertakings, oral or written, between the PARTIES relating to this Agreement that are not fully expressed herein. The PARTIES cannot modify and/or alter this Agreement in any respect except in a written instrument signed by PLAINTIFF and DEFENDANT.

16. Interpretation Without Regard to the Draftsman. PLAINTIFF has had the opportunity to review and suggest revisions to the Agreement with her legal counsel. Accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in any interpretation of this Agreement and all PARTIES shall be deemed equally responsible for drafting the Agreement. This Agreement and all of its terms shall be construed equally as to all PARTIES.

17. Severability. In the event that any condition, covenant or provision contained herein is held to be invalid, void or unenforceable by any court or body of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant, condition or provision contained herein.

18. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California without regard to its choice of law provisions. The Parties further agree that the Court shall retain jurisdiction, pursuant to California Code of Civil Procedure Section 664.6, as to any disputes between them concerning the interpretation or enforcement of this Agreement. As to any such disputes, the prevailing party shall be entitled to his/her/its reasonable attorney's fees and costs.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 04/05/2024


Blanca Montano (Apr 5, 2024 16:55 PDT)

BLANCA MONTANO

Dated: April 5, 2024



ALG VACATIONS CORP.

Name: Raymond Snisky

Title: President