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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

DAMIAN VANN, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PRISM HOSPITALITY, LP, an unknown
business entity; PRISM HOTELS &
RESORTS, and unknown business entity;
HYATT REGENCY LOS ANGELES
INTERNATIONAL AIRPORT, an
unknown business entity; SWC CA LAX,
LLC, an unknown business entity; and
DOES 2 through 100, inclusive,

Defendants.

Case No.: 21STCV07019

Honorable Stuart M. Rice
Department SSC1

CLASS ACTION

**FURTHER SUPPLEMENTAL
DECLARATION OF YASMIN HOSSEINI IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Further Revised Proposed] Order filed
concurrently herewith]

Complaint Filed:	February 23, 2021
FAC Filed:	December 10, 2024
Trial Date:	None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Damian Vann (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On November 22, 2024, Plaintiff and Defendants Prism Hospitality, LP (“Prism”) and SWC CA LAX, LLC1 dba Hyatt Regency Los Angeles International Airport (“Hyatt Regency LAX”) (collectively, “Defendants”) (collectively, the “Parties”) entered into the Stipulation of Class Action and PAGA Settlement (“Original Agreement”).

3. On December 12, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Settlement Agreement.

4. On February 14, 2025, the Court issued a Tentative Ruling by way of the Court’s Case Anywhere message board posting wherein the Court raised multiple points of inquiry regarding the Motion for Preliminary Approval, requested supplemental information in support of the Motion for Preliminary Approval, and kept the Motion for Preliminary Approval hearing date on calendar for February 19, 2025 at 10:30 a.m.

5. On February 18, 2025, Plaintiff filed a Supplemental Declaration of Yasmin Hosseini in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and a [Revised Proposed] Order Granting Preliminary Approval of Class Action Settlement, along with a partially executed version of the First Amended Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) and revised Notice of Class Action Settlement (“Class Notice”).

6. A true and correct copy of the fully executed Settlement Agreement is attached hereto as “**Exhibit 1.**”

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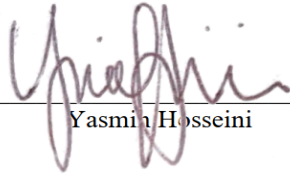
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LWDA SUBMISSION

7. This declaration, along with the fully executed Settlement Agreement that is attached as “**Exhibit 1**” is being submitted to the LWDA in conformity with California Labor Code section 2699(1)(2), concurrently with the filing of this declaration with the Court. The Court is referred to the concurrently filed Proof of Service, which confirms, *inter alia*, submission of this declaration and its exhibit (which includes, *inter alia*, Settlement Agreement) to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 21st day of February 2025, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

FIRST AMENDED STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This First Amended Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or “Settlement Agreement”) is made and entered into by Plaintiff Damian Vann (“Plaintiff”), on behalf of all others similarly situated and the State of California with respect to aggrieved employees pursuant to the Private Attorneys General Act, and Defendants Prism Hospitality, LP (“Prism”) and SWC CA LAX, LLC¹ dba Hyatt Regency Los Angeles International Airport (“Hyatt Regency LAX”) (collectively, “Defendants”) (collectively, the “Parties”) in the Action (as defined herein).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), PAGA Members (as defined herein), the State of California as to the employment of PAGA Members (as set forth herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

Pursuant to Paragraph 12.9 of the Stipulation of Class Action and PAGA Settlement executed on November 22, 2024, the Parties hereby amend and supplant the Stipulation of Class Action and PAGA Settlement as follows:

RECITALS

1. On February 23, 2021, Plaintiff filed a Class Action Complaint for Damages against Defendants in the Superior Court of California for the County of Los Angeles, thereby commencing the action entitled *Damian Vann v. Prism Hospitality LP*, Case No. 21STCV07019, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Unpaid Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and (10) California Business & Professions Code § 17200, (Unfair Business Practices) *et seq.*

¹ Plaintiff will file a DOE amendment prior to preliminary approval adding SWC CA LAC, LLC.

1 (“Vann Class Action”).

2 2. Defendants deny all material allegations set forth in the Action and have asserted
3 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
4 Defendants desire to fully and finally settle the Action, Released Class Claims, and Released PAGA
5 Claims, under the terms provided for herein.

6 3. Class Counsel in the Action diligently investigated the allegations asserted in the Action
7 and evaluated the claims against Defendants, including any and all applicable defenses and the
8 applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents,
9 and review of numerous corporate policies and practices.

10 4. On February 16, 2023, the Parties participated in an all-day mediation with Mark S. Rudy,
11 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. Through continued
12 negotiations with the assistance of the Mediator’s evaluations, the Parties reached the Settlement that is
13 memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is
14 the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation
15 to the costs and risks associated with continued litigation. Based on the documents produced, as well as
16 Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the
17 settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement
18 is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members, the State
19 of California, and PAGA Members in light of all known facts and circumstances, including the risk of
20 significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

21 5. On May 8, 2023, Plaintiff provided written notice to the LWDA by online submission and
22 to Defendants by Certified Mail of his intent to seek civil penalties for Defendants’ alleged violations of
23 the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-
24 CM-953599-23 (“PAGA Notice”).

25 6. To effectuate and facilitate the settlement approval process, and to conserve the Court’s
26 and the Parties’ resources during this process, the Parties have met and conferred regarding and agreed to
27 amendment of the operative complaint in the Vann Class Action to add Plaintiff’s PAGA claims to the
28 Vann Class Action. A stipulation and proposed order reflecting the Parties’ agreement regarding the filing

of the First Amended Complaint shall be filed with this Court on or before the date Plaintiff files his Motion for Preliminary Approval (“Operative Complaint”), alleging an additional cause of action against Defendants for civil penalties under California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) (“PAGA”).

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and Settlement of the Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 12 below.

b. “Class Counsel” or “Plaintiff’s Counsel” means Arby Aiwarzian, Joanna Ghosh, Yasmin Hosseini, and Arianna Razi of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member and/or PAGA Member’s full name, last known mailing address, Social Security Number, and start dates and end dates worked for Defendants during the Class Period and, if applicable, during the PAGA Period, the number of Workweeks for the time period February 23, 2017 through March 18, 2023, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (as defined below).

d. “Class Members” or “Class” shall mean all non-exempt, hourly Prism employees who worked at Hyatt Regency LAX within the State of California between February 23, 2017 through March 18, 2023.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

f. “Class Period” means the time period from February 23, 2017 through March 18, 2023.

g. “Class Representative” or “Plaintiff” means Damian Vann.

h. “Class Settlement” means the settlement and resolution of the Released Class Claims.

i. “Court” means the Superior Court of the State of California for the County of Los Angeles.

j. “Defendants” means Prism Hospitality LP and SWC CA LAX, LLC dba Hyatt Regency Los Angeles International Airport.

k. “Defendants’ Counsel” means Boris Sorsher and Kristina Noel Buan of Fisher & Phillips LLP.

l. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

m. “Enhancement Payment” means the amount to be paid to Plaintiff Damian Vann in recognition of his efforts and work in prosecuting the Action on behalf of Class Members, the State of California, and PAGA Members, as set forth in Paragraph 13 below.

1 n. “Final Approval” means the determination by the Court that the Settlement is fair,
2 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 o. “Final Approval Hearing” means the hearing at which the Court will consider and
4 determine whether the Settlement should be granted Final Approval.

5 p. “Gross Settlement Amount” means the amount of one million two hundred
6 thousand dollars and zero cents (\$1,200,000.00), subject to increase in accordance with the Escalator
7 Clause in Paragraph 38 herein, to be paid by Defendants in full Settlement of all Released Class Claims,
8 Released PAGA Claims, and the Action, which includes all Attorneys’ Fees and Costs, Enhancement
9 Payment, PAGA Penalty Amount, Net Settlement Amount to be paid to the Settlement Class Members,
10 and Settlement Administration Costs. The employer’s share of payroll taxes will be paid separately and
11 in addition to the Gross Settlement Amount.

12 q. “Individual PAGA Payment” means the payment of each PAGA Member’s *pro*
13 *rata* share of the 25% portion of the PAGA Penalty Amount, as provided in Paragraph 16(b).

14 r. “Individual Settlement Payment” means the net payment of each Settlement Class
15 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
16 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
17 Paragraph 16.a.ii. below.

18 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
19 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
20 calculated in accordance with Paragraph 16a.i.

21 t. “LWDA Payment” means the amount of One Hundred and Twelve Thousand Five
22 Hundred Dollars (\$112,500.00) (i.e., 75% of the PAGA Penalty Amount) that the Parties have agreed
23 to pay the LWDA for the PAGA Settlement, as set forth in Paragraph 15.

24 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
25 is available for distribution to Settlement Class Members for the Settlement, which is the Gross
26 Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs,
27 PAGA Penalty Amount, and Attorneys’ Fees and Costs.

28 v. “Notice of Objection” means a Class Member’s written objection to the

Settlement, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based; and returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. "Operative Complaint" means the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, that Plaintiff will file to implement the Settlement.

x. "PAGA Member(s)" means all current and former non-exempt Prism employees who worked at Hyatt Regency LAX within the State of California at any time during the PAGA Period.

y. "PAGA Notice" means the May 8, 2023 letter Plaintiff sent to the LWDA and Defendants, providing written notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.

z. "PAGA Penalty Amount" means the allocation of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$112,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$37,500.00, will be distributed to PAGA Members based on their Workweeks during the PAGA Period.

aa. "PAGA Period" means the period from February 23, 2017 through March 18, 2023.

bb. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

cc. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either Plaintiff or Defendants.

dd. "Preliminary Approval" means entry of the Court order granting preliminary

1 approval of the Settlement Agreement.

2 ee. “Released Class Claims” means any and all claims under state, federal, or local
3 law, reasonably arising out of the facts alleged in the Operative Complaint, or that reasonably could have
4 been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period,
5 including but not limited to claims under the California Labor Code (including, *inter alia*, sections 201,
6 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
7 2802), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of
8 law for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to
9 provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and
10 associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon
11 termination of employment, failure to timely pay wages during employment, failure to maintain requisite
12 payroll records, and failure to reimburse necessary business expenses and unfair or unlawful business
13 practices in violation of California Business and Professions Code § 17200, *et seq.* based on the
14 aforementioned.

15 ff. “Released PAGA Claims” means any and all claims for civil penalties under
16 PAGA, reasonably arising out of the facts alleged in the PAGA Notice, arising during the PAGA Period,
17 for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552,
18 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and California Industrial Welfare Commission
19 Wage Orders, for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages),
20 failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest
21 periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay
22 wages upon termination of employment, failure to timely pay wages during employment, failure to
23 maintain requisite payroll records, and failure to reimburse necessary business expenses.

24 gg. “Released Parties” means Defendants and all of their past, present, and future
25 parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys,
26 insurers, members, partners, managers, contractors, consultants, representatives, administrators,
27 fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and
28

any other persons or entities who are or could be jointly liable with Defendants for the Released Class Claims and Released PAGA Claims.

hh. “Request for Exclusion” means a Class Member’s timely and valid written letter indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the initial mailing of the Class Notice.

jj. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 14 below.

kk. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Class Members” means all Class Members who do not submit a timely

1 and valid Request for Exclusion from the Class Settlement.

2 mm. “Workweeks” means the number of weeks each Class Member worked for
3 Defendant Prism as an hourly-paid or non-exempt employee within California during the Class Period,
4 and the number of weeks each PAGA Member worked for Defendant Prism as an hourly-paid or non-
5 exempt employee within California during the PAGA Period, which information will be provided to the
6 Settlement Administrator by Defendants. Workweeks are calculated by Defendants, based on the
7 information in Defendants’ possession concerning dates worked by the Class Members and PAGA
8 Members. A Workweek will be credited to each employee for each week in which he or she worked one
9 (1) or more days.

10 nn. “Workweeks Dispute” means a written dispute submitted by a Class Member
11 and/or PAGA Member that: (a) contains the case name and number of the Action, (b) is signed by the
12 Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social
13 Security Number of the disputing Class Member and/or PAGA Member, (d) clearly states that the Class
14 Member and/or PAGA Member disputes the number of Workweeks credited to him or her during the
15 Class Period and/or PAGA Period and what he or she contends is the correct number(s) to be credited to
16 him or her, (e) includes information and/or attaches documentation demonstrating that the number of
17 Workweeks that he or she contends should be credited to him or her for the Class Period and/or PAGA
18 Period are correct, and (f) is returned by mail to the Settlement Administrator at the specified address,
19 postmarked on or before the Response Deadline.

20 **CLASS CERTIFICATION**

21 9. For the purposes of this settlement only, the Parties stipulate to the certification of the
22 Class.

23 10. The Parties agree that certification for the purpose of settlement is not an admission that
24 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever
25 reason, the Court not grant Final Approval of the Settlement, or if Judgment thereon not become final,
26 the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio*
27 and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not
28 certification would be appropriate or inappropriate in a non-settlement context in this or any other

proceeding.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days of the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount, along with any employer-side tax obligations associated with the Gross Settlement Amount, into a settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

12. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$400,000.00 if the Gross Settlement Amount remains \$1,200,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed thirty-five thousand dollars (\$35,000.00) to Class Counsel, both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and

bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

13. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the Action, Defendants agree not to oppose or impede any application or motion for an Enhancement Payment in an amount up to twelve thousand five hundred dollars (\$12,500.00) to Plaintiff Damian Vann. The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any individual settlement payment(s) Plaintiff may be eligible to receive under the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, estimated not to exceed Twenty Thousand Dollars (\$20,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice into Spanish, printing, distributing, and tracking Class Notices and other documents for this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this settlement, and as requested by the Parties. Any portion of the estimated, designated, and/or awarded Settlement

Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. PAGA Penalty Amount. Subject to approval by the Court, the Parties agree that the amount of one hundred fifty thousand dollars (\$150,000.00) from the Gross Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$112,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$37,500.00 (i.e., Individual PAGA Payment(s)) will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period.

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Members shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Gross Settlement Amount shall revert to Defendants.

a. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

1 b. Individual PAGA Payments will be calculated and apportioned from the 25% of the
2 PAGA Penalty Amount payable to PAGA Members, based on the PAGA Members' Workweeks during
3 the PAGA Period, as follows:

4 iii. The Settlement Administrator will divide 25% of the PAGA Penalty
5 Amount by the total number of Workweeks of all PAGA Members during the PAGA Period to yield the
6 "PAGA Workweek Value," and multiply each PAGA Member's individual Workweeks during the PAGA
7 Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may
8 be eligible to receive under the PAGA Settlement.

9 17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
10 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
11 are issued to the payee. It is expressly understood and agreed that payments made under this settlement
12 shall not in any way entitle Plaintiff, Settlement Class Members, and/or PAGA Members to additional
13 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
14 or other compensation or benefit plan or agreement, nor will it entitle any Settlement Class Member
15 and/or PAGA Members to any increased retirement, 401K benefits or matching benefits, or deferred
16 compensation benefits (notwithstanding any contrary language or agreement in any benefit or
17 compensation plan document that might have been in effect during the Class Period).

18 18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
19 Approval, Defendants will provide the Class List to the Settlement Administrator.

20 19. Notice by First-Class U.S. Mail.

21 a. Within fourteen (14) calendar days after receiving the Class List from Defendants,
22 the Settlement Administrator will perform a search based on the National Change of Address Database
23 or any other similar services available, for information to update and correct for any known or
24 identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this
25 Settlement Agreement) to all Class Members in English and Spanish via First-Class U.S. Mail, using
26 the most current, known mailing addresses identified by the Settlement Administrator.

27 b. With respect to Class Notices that are returned as undeliverable with a forwarding
28 address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice

1 within five (5) calendar days to the forwarding address. With respect to Class Notices that are returned
2 as undeliverable without a forwarding address on or before the Response Deadline, the Settlement
3 Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice
4 within five (5) calendar days.

5 20. Dispute Regarding Workweeks. Class Members and PAGA Members will have an
6 opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their
7 respective Class Notices (i.e., Workweek Dispute). The date of the postmark on the mailing envelope
8 on the submission will be the exclusive means to determine whether a dispute has been timely submitted.
9 Absent information and/or documentation demonstrating that Defendants' records and data are
10 inaccurate as they pertain to the number of Workweeks credited to a disputing Class Member or PAGA
11 Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a
12 Class Member and/or PAGA Member produces information and/or documents to the contrary, the
13 Settlement Administrator will evaluate the materials submitted by the Class Member and/or PAGA
14 Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks
15 that the disputing Class Member and/or PAGA Member should be credited with under the settlement.
16 The Settlement Administrator shall make an initial determination on all disputes, however, the Court shall
17 have the right to review any decision made by the Settlement Administrator on such disputes.

18 21. Settlement Checks. The Settlement Administrator will be responsible for undertaking
19 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
20 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
21 PAGA Members, in accordance with this Settlement Agreement. The Settlement Administrator may, at
22 its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a
23 single check that combines both payments (if applicable). Each Individual Settlement Payment and
24 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar
25 days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with
26 such cancelled checks will be transmitted to the State Controller's Office, Unclaimed Property Division
27 in the name of the Settlement Class Member and/or PAGA Member. The Settlement Administrator shall
28 undertake amended and/or supplemental tax filings and reporting, required under applicable local, state,

1 and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment
2 and Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment
3 checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose
4 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

5 22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
6 wishing to be excluded from the Class Settlement must submit timely and valid Request for Exclusion
7 to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. The date of
8 the postmark on the mailing envelope will be the exclusive means to determine whether a Request for
9 Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel
10 and Defendants' Counsel the Requests for Exclusion that were timely submitted, and also identify the
11 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
12 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
13 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
14 Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement
15 and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
16 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will
17 be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
18 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final
19 Approval. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and
20 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
21 Exclusion. Plaintiff shall not opt out or submit a Request for Exclusion to the Class Settlement.

22 23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class
23 Members who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a
24 timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the
25 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain
26 all information required by this Settlement Agreement. The postmark date will be deemed the exclusive
27 means for determining that the Notice of Objection is timely. At no time will any of the Parties or their
28 counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class

1 Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also
2 present their objection at the Final Approval Hearing, regardless of whether they submit a written
3 objection. Prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration
4 for filing with the Court that attaches all Notices of Objection that it receives, as an exhibit. Plaintiff
5 shall not object to the Class Settlement.

6 24. Reports by the Settlement Administrator Regarding Settlement Administration. The
7 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which
8 certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of
9 Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for
10 Exclusion from or timely and valid Notices of Objection to the Class Settlement; and (c) the number of
11 undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to
12 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement
13 as needed or requested, and immediately notify the Parties when it receives a request from an individual
14 or any other entity regarding inclusion in the Class and/or Settlement. The Settlement Administrator
15 shall provide a declaration that identifies the individuals who have submitted a timely and valid Request
16 for Exclusion, identifies the individual who have submitted Notices of Objection, and attaches the
17 Notices of Objection that it has received, that is to be filed with the Court by Class Counsel in advance
18 of the Final Approval Hearing.

19 25. Certification of Completion. Upon completion of administration of the settlement, the
20 Settlement Administrator will provide a written declaration under oath to certify such completion to the
21 Court and counsel for all Parties.

22 26. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
23 allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and other
24 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the
25 portions allocated to interest, penalties, and other non-wage damages will be reported on an IRS Form-
26 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share
27 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and
28 issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of

1 their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual
2 PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes
3 or withholdings, and will be reported on an IRS Form-1099, if necessary. The employer's share of taxes
4 and contributions on the wages portion of Individual Settlement Shares will be paid separately and in
5 addition to the Gross Settlement Amount.

6 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
8 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
9 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
10 payroll taxes, contributions, and withholdings to the appropriate government authorities.

11 28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
12 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
13 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
14 Class Members, and PAGA Members will be solely responsible for correctly characterizing any
15 compensation received under the Settlement on his/her personal income tax returns and paying any and
16 all taxes due for any and all amounts paid to them under the Settlement.

17 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
24 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
25 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
27 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
28 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT

ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT .

30. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

31. Release of Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

32. Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendants, separation of employment from Defendants, and any acts that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,

1 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
2 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
3 Security Act, National Labor Relations Act, California Corporations Code, California Business and
4 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment
5 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
6 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
7 compensation, emotional distress, medical expenses, other economic and non-economic damages,
8 attorneys' fees and costs, arising on or before the date on which the Settlement is executed. With respect
9 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and
10 all rights and benefits available under California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
13 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
15 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
17 known or believed by him to exist may hereafter be discovered. Upon the Effective Date and full funding
18 of the Gross Settlement Amount, Plaintiff's intention to settle fully and release all claims they now have
19 against the Released Parties, whether known or unknown, suspected or unsuspected. The Enhancement
20 Payment will be paid to Plaintiff specifically in exchange for the general release of the Released Parties
21 from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties.
22 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers'
23 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
24 law.

25 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

26 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
27 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
28

1 be responsible for drafting and submitting this Settlement Agreement to the Court in support of said
2 motion. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing deadline.
3 Defendants agree not to oppose the motion as long as it is consistent with this Settlement Agreement.
4 Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which
5 shall be mutually agreed upon by the Parties, seeking the following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiff as representative of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
11 Notice and directing its mailing to the Class by First-Class Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion from
13 or object to the Class Settlement as contained herein and within the Class Notice; and
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class
16 Members, State of California, and PAGA Members.

17 35. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After
18 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
19 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
20 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;
21 (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The
22 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
23 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval
24 of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing
25 deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed
26 order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part,
27 the following:

- 28 a. Approval of the Settlement as fair, reasonable, and adequate, and directing

consummation of its terms and provisions;

b. Certification of the Class for settlement purposes;

c. Awarding Attorneys' Fees and Costs to Class Counsel;

d. Awarding Enhancement Payment to Plaintiff;

e. Awarding Settlement Administration Costs to Settlement Administrator;

f. Directing Defendants to fund all amounts due under the Settlement Agreement

and ordered by the Court; and

g. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Withdrawal and Termination of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendants may elect to unilaterally withdraw and terminate the Settlement Agreement no later than five (5) court days prior to the date of the Final Approval Hearing. Defendants must exercise this right of withdrawal and termination of the Settlement in writing that is provided to Class Counsel and to the Settlement Administrator within twenty-one (21) calendar days of the Response Deadline. If Defendants exercises this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects, except as otherwise specifically provided herein:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings

1 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
2 to their respective positions in the Action prior to the execution of the Settlement Agreement;

3 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
4 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
5 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
6 and

7 f. Any documents generated to bring the settlement into effect, will be null and void,
8 and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
9 likewise be treated as void from the beginning.

10 38. Escalator Clause. Defendants previously represented that there were approximately
11 65,780 Workweeks during the period February 23, 2017 to March 18, 2023 (i.e., the Class Period). If it
12 is determined that the total number of Workweeks during the Class Period actually exceeds 65,780 by
13 more than ten percent (10%) (i.e., if the total number of Workweeks for the stated period exceed 72,358),
14 then, the Gross Settlement Amount will be increased on a proportional basis by the same number of
15 percentage points above ten percent (10%) (e.g., if the number of Workweeks for the time period of
16 February 23, 2017 to March 18, 2023 actually exceeds 65,780 by 11% to 73,016 Workweeks, the Gross
17 Settlement Amount will increase by 1%). Defendant represents that the total Workweeks from February
18 23, 2017 to March 18, 2023 is 70,482 and therefore this Escalator Clause is not triggered.

19 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will
20 have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6
21 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
22 enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-
23 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

24 40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
25 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
26 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

27 41. Limitation on Publicity. Neither Plaintiff nor Class Counsel will make any public
28 disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to

1 effectuate the filing of the Motion for Preliminary Approval, until after the Motion for Preliminary
2 Approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will
3 encourage him to adhere to, the restriction against any public disclosure of the Settlement. Prior to and
4 following Preliminary Approval of the Settlement, neither Plaintiff nor Class Counsel will have any
5 communications with any media other than to direct any media inquiries to the public records of the
6 Action on file with the Court. Prior to and following Preliminary Approval of the Settlement, neither
7 Plaintiff nor Class Counsel will publicize the Settlement, including on social media. Class Counsel will
8 take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the
9 restriction against any media or social media comment on the Settlement or its terms. Class Counsel
10 further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes.
11 Nothing herein will restrict Class Counsel from including publicly available information regarding this
12 Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
13 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to
14 the LWDA in conformity with PAGA.

15 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
16 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
17 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
18 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement
19 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
20 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
21 contradict the terms of this Settlement Agreement.

22 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
23 Action (including with respect to California Code of Civil Procedure section 583.310), except such
24 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
25 Approval Hearing to be conducted by the Court.

26 44. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
27 the Parties may not amend or modify any provision of this Settlement Agreement except by written
28 agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval

of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

46. Signatories. It is agreed that because the Class Members and Aggrieved Employees are so numerous, it is impossible or impractical to have each of them execute this Settlement Agreement. The Class Notice will advise all Class Members and PAGA Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Member.

47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

48. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

49. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
2 this settlement after arm's-length negotiations with the assistance of a neutral mediator and in the
3 context of adversarial litigation, taking into account all relevant factors, present and potential. The
4 Parties further acknowledge that they are each represented by competent counsel and that they have had
5 an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement
6 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the
7 reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss
8 the Settlement and whether or not the Settlement is objectively fair and reasonable.

9 51. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
10 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
11 consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and
12 enforceable.

13 52. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
14 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees
15 to fully cooperate to implement the Settlement.

16 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
17 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
19 that they have violated any state, federal, or local law; violated any regulations or guidelines
20 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
21 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
22 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
23 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
24 construed as an admission or concession by Defendants of any such violations or failures to comply with
25 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
26 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
27 evidence in any action or proceeding to establish any liability or admission on the part of Defendants or
28 to establish the existence of any condition constituting a violation of, or a non-compliance with state,

1 federal, local or other applicable law.

2 54. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
3 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
4 provisions of this Settlement Agreement.

5 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
6 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
7 more strictly against one party than another merely by virtue of the fact that it may have been prepared
8 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
9 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

10 56. Representation by Counsel. The Parties acknowledge that they have been represented by
11 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
12 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
13 full.

14 57. All Terms Subject to Final Court Approval. All amounts and procedures described in this
15 Settlement Agreement herein will be subject to final Court approval.

16 58. Notices. All notices, demands, and other communications to be provided concerning this
17 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
18 or such other addresses as either Party may designate in writing from time to time:

19 To Plaintiff and Class Counsel:

20 Arby Aiwarzian, Esq.
21 Joanna Ghosh, Esq.
22 Yasmin Hosseini, Esq.
23 Arianna Razi, Esq.
24 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants:

Boris Sorsher, Esq.
Kristina Noel Buan, Esq.
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

25 59. Posting of the Final Approval Order and Judgment. The Parties shall provide the
26 Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by
27 the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
28 website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar

1 days. No individualized notice of the Final Approval Order and Judgment will be required to be provided
2 to the Class.

3 60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
4 cooperate with each other in good faith and use their best efforts to implement the settlement, including
5 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
6 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
7 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
8 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
9 assistance of the Mediator and then the Court to resolve such disagreement.

10 61. Integration Clause. This Settlement Agreement contains the entire agreement between
11 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
12 contemporaneous agreements, understandings, representations, and statements, whether oral or written
13 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
14 waived except in writing.

15 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this First
16 Amended Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

17 **IT IS SO AGREED.**

18
19 Dated: 02/18/2025
20 _____, 2025

PLAINTIFF DAMIAN VANN

Electronically Signed 2025-02-19 00:44:42 UTC - 186.190.99.148

Nintex AssureSign® 5fa13309-6b6a-49aa-a8f4-62890005c71f

Damian Vann, Plaintiff

DEFENDANT PRISM HOSPITALITY, LP

21
22
23
24 Dated: _____, 2025

25 Full Name: _____

26 Title: _____

27 On behalf of Prism Hospitality, LP
28

days. No individualized notice of the Final Approval Order and Judgment will be required to be provided to the Class.

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

61. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this First Amended Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

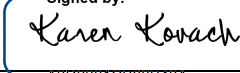
PLAINTIFF DAMIAN VANN

Dated: _____, 2025

Damian Vann, Plaintiff

DEFENDANT PRISM HOSPITALITY, LP

2/19/2025
Dated: _____, 2025

Signed by:


A3D6301CB08B48A...

Karen Kovach
Full Name: _____

Vice President
Title: _____

On behalf of Prism Hospitality, LP

**DEFENDANT SWC CA LAX LLC dba HYATT
REGENCY LOS ANGELES INTERNATIONAL
AIRPORT**

Dated: 2/19/2025, 2025

DocuSigned by:

Cory A Carlson

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Cory Carlson

Full Name: _____

Title: President, CEO

On behalf of SWC CA LAX LLC dba Hyatt Regency Los
Angeles International Airport

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____, 2025

Arby Aiwazian

Joanna Ghosh

Yasmin Hosseini

Arianna Razi

Attorneys for Plaintiff and Proposed Class Counsel

FISHER & PHILLIPS LLP

Dated: _____, 2025

Boris Sorsher

Kristina Noel Buan

Attorneys for Defendants Prism Hospitality, LP and SWC

CA LAX LLC Hyatt Regency Los Angeles International

Airport

**DEFENDANT SWC CA LAX LLC dba HYATT
REGENCY LOS ANGELES INTERNATIONAL
AIRPORT**

Dated: _____, 2025

Full Name: _____

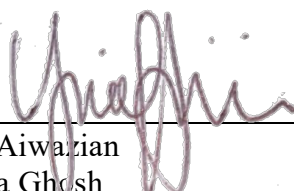
Title: _____

On behalf of SWC CA LAX LLC dba Hyatt Regency Los
Angeles International Airport

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: February 18, 2025



Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Arianna Razi
Attorneys for Plaintiff and Proposed Class Counsel

FISHER & PHILLIPS LLP

Dated: _____, 2025

Boris Sorsher
Kristina Noel Buan
*Attorneys for Defendants Prism Hospitality, LP and SWC
CA LAX LLC Hyatt Regency Los Angeles International
Airport*

**DEFENDANT SWC CA LAX LLC dba HYATT
REGENCY LOS ANGELES INTERNATIONAL
AIRPORT**

Dated: 2/19/2025, 2025

DocuSigned by:



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Cory Carlson

Full Name: _____

Title: President, CEO

On behalf of SWC CA LAX LLC dba Hyatt Regency Los
Angeles International Airport

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____, 2025

Arby Aiwazian

Joanna Ghosh

Yasmin Hosseini

Arianna Razi

Attorneys for Plaintiff and Proposed Class Counsel

FISHER & PHILLIPS LLP

Dated: February 20, 2025


Boris Sorsher

Kristina Noel Buan

*Attorneys for Defendants Prism Hospitality, LP and SWC
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Airport*