

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between KARLA SILVA HUERTA ("Employee") and DOUBLETREE EMPLOYER LLC ("DoubleTree") and CURIO EMPLOYER LLC ("Curio"), (collectively "Defendants"). The term "Party" or "Parties" as used herein shall refer to Employee, Defendants or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Employee is a former employee of DoubleTree and worked at the DoubleTree Mission Valley from on or about June 13, 2022 until approximately February 19, 2023. Employee is also a former employee of Curio and worked at the Hotel del Coronado from February 22, 2023 until approximately April 10, 2023.

(b) On September 27, 2023, Employee brought an action in California Superior Court, Orange County, captioned *Karla Silva Huerta, on behalf of the State of California, as a private attorney general, v. DoubleTree Employer LLC, a Limited Liability Company; Curio Employer LLC, a Limited Liability Company; and Does 1 through 50, inclusive*, Case No.: 30-2023-01351270-CU-OE-CXC, asserting claims under California's Private Attorney General Act ("PAGA"), which was removed by Defendants to the United States District Court for the Central District of California on December 21, 2023 and is pending as Case No.: 8:23-cv-02433-KK-ADS (the "Civil Action").

(c) In the Civil Action, Employee asserts a single cause of action against Defendants seeking PAGA penalties based on various Labor Code violations, including: (a) failure to pay all hours worked, including overtime hours worked; (b) failure to provide meal and rest periods and failure to make premium payments for missed meal and rest breaks; (c) failure to provide accurate wage statements; (d) failure to pay timely wages; (e) failure to timely pay all wages owed upon separation of employment; (f) failure to reimburse necessary business expenses; (g) failure to provide suitable seating; (h) failure to pay vested vacation at termination; and (i) failure to properly distribute gratuities.

(d) There has been no determination on the merits of the Civil Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. Neither Party shall claim to be the prevailing party in the claims asserted in the Civil Action, and each party shall bear its own costs and attorneys' fees.

3. Consideration/Indemnification For Tax Consequences.

(a) In consideration for Employee signing this Settlement Agreement, and complying with its terms, Defendants agree to pay the total gross sum of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) (the “Settlement Payment”), to be paid as follows:

- i. One payment for alleged lost back pay and/or front pay by check made payable to Employee in the amount of \$12,250.00, less applicable payroll/tax withholdings, for which Defendants shall issue IRS Form W-2;
- ii. One payment for penalties and other non-wage damages by check made payable to Employee in the amount of \$12,250.00, for which Defendants shall issue IRS Form 1099-MISC;
- iii. One payment for the State of California’s portion of PAGA penalties by check payable to the Labor and Workforce Development Agency (“LWDA”) in the amount of \$500.00.

(b) Employee understands and agrees that Employee is responsible for all applicable taxes, if any, as a result of the receipt of these monies. Employee understands and agrees Defendants are providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Released Parties (as defined below) harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority’s determination that Defendants or any of the other Released Party was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee’s Counsel pursuant to this Agreement. Employee agrees that Employee shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Defendants or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

(c) Employee affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Employee’s claims, demands, and causes of action against Released Parties, Employee will be responsible for paying any costs and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold Released Parties and their attorneys harmless for any costs or fees they incur in association with the hold or lien.

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(d) Any settlement payments made by check set forth in this paragraph will be delivered to Employee's Counsel.

4. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that Employee would not receive the consideration specified in Section 3 above, except for Employee's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. **Disbursal of Settlement Funds/Dismissal of Action.**

(a) Within forty-five (45) calendar days after the last of the following events to occur, Defendants, through Defendants' Counsel, shall make available to Employee's Counsel the sums described more fully in Section 3 above: (i) Defendants receive the Settlement Agreement bearing the signature of Employee; (ii) Defendants receive a fully-executed request for dismissal with prejudice of the Civil Action prepared by Employee's Counsel; (iii) an order from the court dismissing, with prejudice the Civil Action; (iv) Defendants receive an updated Employee's Withholding Allowance Certificate (IRS Form W-4) for Employee; (v) Defendants receive a IRS Form W-9 for both Employee and Employee's Counsel; and (vi) Employee's Counsel provides notice of the settlement and judgment to the LWDA under California Labor Code section 2699(s). If the date by which the payment described more fully herein is to be made available to Employee's Counsel falls on a Saturday, Sunday or legal holiday in the State of California, then the date said payment shall be made available to Employee's Counsel shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Employee's Counsel shall prepare the required papers to dismiss the Civil Action as referenced in Section 5(a) and provide Defendants' Counsel with reasonable time to review the papers to provide comments and revisions prior to filing. Employee's Counsel agrees to cooperate with Defendants in seeking dismissal and notifying the LWDA of the settlement and judgment.

6. **General Release of Claims.**

(a) Employee, individually and on behalf of Employee's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendants, including their parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, Hotel ownership entities and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against

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the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974 ("ERISA"); The Internal Revenue Code of 1986; The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Worker Adjustment and Retraining Notification Act; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008;; The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Executive Order 11246; The Rehabilitation Act; The Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA"); the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; the Genetic Information Nondiscrimination Act of 2008; the California Family Rights Act; the California Unruh Civil Rights Act; the California Confidentiality of Medical Information Act; the California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786.10 et seq.; the California Labor Code, including but not limited to the California Equal Pay Act, California Paid Sick Leave Laws, the California WARN Act and Sections 132 and 4553; the California Consumer Credit Reporting Agencies Act – Cal. Civ. Code §1785 et seq.; the California Constitution; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under Employer's qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation statutes (except as to claims under Cal. Lab. Code § 132(a) and 4553) and/or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; or (iv) challenge the validity or enforce this Settlement Agreement.

(c) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, representative, or multi-party action or proceeding based on such a claim in which Defendants or any other Released Party identified in this Settlement Agreement is a party. Neither Employee nor any person, organization, or other entity acting on Employee's behalf will in the future file any lawsuit, arbitration, or other legal proceeding, in either an individual or a representative capacity, asserting any claim that is waived under this Section 6. For the avoidance of any doubt, among other claims, pursuant to this provision Employee expressly agrees that she will not commence or assert any future representative PAGA claim and further waives any right to initiate a future PAGA claim against any of the Released Parties in an individual or representative capacity based on any alleged violation of the California Labor Code arising through the date Employee executes this Settlement Agreement. If Employee breaches this agreement and files a lawsuit, arbitration, or other legal proceeding asserting any claim

waived in this Settlement Agreement, Employee shall pay for all costs, including reasonable attorneys' fees, incurred by the opposing party in defending against any such claim. The Parties agree that any breach of this Section shall be deemed a material breach and will entitle a Released Party to recover the damages arising from such breach, up to the amount of the settlement amount paid to Employee pursuant to Section 3. Similarly, as to any such claim against any Released Party that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

7. **Waiver of California Civil Code section 1542.** To affect a full and complete general release as described above, Employee expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Employee expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Employee does not know or suspect to exist in Employee's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Employee warrants Employee has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Employee has consulted with or had the opportunity to consult with counsel of Employee's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Employee understands this Settlement Agreement and the section 1542 waiver, and so Employee freely and knowingly enters into this Settlement Agreement. Employee further acknowledges that Employee later may discover facts different from or in addition to those Employee now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Employee agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Employee expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Employee relating thereto.

8. **Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim, complaint or action against any of the Released Parties in

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any forum or form. For the avoidance of doubt, this representation does not include, and the Employee is not required to disclose to Defendants, any claims, complaints, or communications to the Securities and Exchange Commission ("SEC"), the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state, or local governmental regulatory or law enforcement agency.

(b) Employee further affirms that Employee has reported all hours worked as of the date Employee signs this Settlement Agreement and timely has been paid or has received all compensation, wages, bonuses, commissions and benefits to which Employee may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions or benefits are due to Employee.

(c) Employee also affirms that Employee has no known workplace injuries or occupational diseases and that Employee has been granted or has not been denied any leave to which Employee was entitled under the Family and Medical Leave Act or under state/local leave or disability accommodation laws.

(d) Employee further affirms that Employee has not been retaliated against for reporting any allegations of wrongdoing by Defendants or any of their officers, directors or employees including, but not limited to, allegations of corporate fraud and that Employee has had the opportunity to provide Defendants with written notice of any and all concerns regarding suspected ethical and compliance issues or violations on the part of the Defendants or any other Released Parties.

(e) Employee affirms that Employee has not divulged any proprietary or confidential information of Defendants and will continue to maintain the confidentiality of such information consistent with Defendants' policies and Employee's agreement(s) with Defendants and/or common law.

(f) Nothing in this Agreement (including but not limited to the acknowledgements, release of claims, the confidentiality obligations, the cooperation clause, non-disparagement section, and the return of property provision) (a) limits or affects Employee's right to disclose or discuss sexual harassment or sexual assault disputes; (b) prevents Employee from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by the EEOC, NLRB, the SEC, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws; or from testifying, providing evidence, or responding to a subpoena or discovery request in court litigation or arbitration; (c) waives Employee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by Defendants or its agents or employees when required or requested to attend the

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proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature; or (d) prevents a non-management, non-supervisory employee from engaging in protected, concerted activity under Section 7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking or participating in other activity for mutual aid or protection, or refusing to do so, including using or disclosing information acquired through lawful means regarding wages, benefits, or other terms and conditions of employment. However, by signing this Agreement, Employee is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Employee or on Employee's behalf by any third party, except for any right Employee may have to receive a payment or award from a government agency (and not Defendants) for information provided to the government agency or otherwise where prohibited.

(g) Employee agrees that Employee shall not make, directly or indirectly, to any third party, or publish, any statements that are intended to be, or could reasonably be expected to be, maliciously disparaging or defamatory about the business or reputation of Defendants, and each of their respective parents, subsidiaries and affiliates or any of its or their respective officers, directors, employees, owners, counsel or agents. However, Employee is not precluded from making any truthful statements to the extent required or necessary: (i) by applicable law or regulation, in connection with any litigation or arbitration (regardless of whether between the parties), or (ii) in the course of any regulatory or administrative inquiry, review or investigation.

(h) Employee affirms that as of the date Employee signs this Settlement Agreement, Employee is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Settlement Agreement, Employee agrees to indemnify, defend and hold Defendants harmless from any action by the CMS relating to medical expenses of Employee. Employee agrees to reasonably cooperate with Defendants upon request with respect to any claim the CMS may make and for which Employee is required to indemnify Defendants under this Section. Further, Employee agrees to waive any and all future actions against Defendants for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

9. Confidentiality.

(a) Employee understands and agrees that the financial terms of this Settlement Agreement are confidential ("Confidential Information"), and Employee agrees not to disclose to others the financial terms of this Settlement Agreement, except as otherwise permitted or required by law, to a government agency in connection with any charge or

investigation, in connection with a dispute arising out of this Settlement Agreement, or with the written consent of Defendants. Employee also confirms that prior to the execution of this Agreement, Employee has not revealed its financial terms to any third parties. However, Employee is not precluded from disclosure to Employee's immediate family or for purposes of securing professional financial, tax or legal services, provided that Employee obtains their agreement, for the benefit of Defendants, to comply with this confidentiality obligation. Any disclosure of Confidential Information by any such person so informed shall constitute a breach by Employee of this Section. This provision shall not be construed to limit Employee's rights under the National Labor Relations Act including, but not limited to, the right to engage in protected concerted activity, including discussing terms and conditions of employment with coworkers, and attempting to improve terms and conditions of employment through channels outside the immediate employee-employer relationship, such as through the NLRB.

(b) Employee and Employee's Counsel agree that they will not publicize, disclose, or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or the negotiations leading up to this Settlement Agreement to any person, firm, organization, or entity of any type unless compelled by operation of law.

(c) Nothing in this Settlement Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

(d) The foregoing notwithstanding, Employee and Employee's Counsel acknowledges the confidentiality provisions of this Section constitute a material inducement to Defendants to enter into this Settlement Agreement and represents that Employee has not directly or indirectly disclosed any Confidential Information to any third party prior to Employee's execution of this Settlement Agreement.

(e) It is agreed that in the event of a breach of the provisions of this Section by Employee, it would be impractical or extremely difficult to fix actual damages to Defendants. Therefore, Employee agrees that in the event of such a breach, Employee shall pay to Defendants, as liquidated damages, and not as penalty, the sum of 5,000.00, per breach which represents reasonable compensation to Defendants for the loss incurred because of such a breach.

10. Return of Property/Information; Pre-Existing Agreements.

(a) Within seven (7) calendar days of Employee's execution of this Settlement Agreement, Employee will return all of Defendants' documents and property currently in Employee's possession including, but without limitation, any and all services work, notes, reports, files, memoranda, records, cardkey passes, door and file keys, safe combinations, laptop computer, computer access codes, disks and instructional or personnel manuals, and other

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physical or personal property that Employee received or prepared or helped to prepare in connection with Employee's employment with Defendants ("Company Property"). Any Company Property, including that produced in discovery in the Action, shall be made available for pick-up by Defendants' Counsel at the offices of Employee's Counsel.

(b) Employee acknowledges and agrees that in the course of Employee's employment with Defendants, Employee has acquired: (i) confidential information including without limitation information received by Defendants from third parties, under confidential conditions; (ii) other technical, product, business, financial or development information from Defendants, the use or disclosure of which reasonably might be construed to be contrary to the interest of Defendants; or (iii) any other proprietary information or data, including but not limited to customer lists, which Employee may have acquired during Employee's employment (hereafter collectively referred to as "Company Information"). Employee understands and agrees that such Company Information was disclosed to Employee in confidence and for use only by Defendants. Employee understands and agrees that Employee: (i) will keep such Company Information confidential at all times, (ii) will not disclose or communicate Company Information to any third party, and (iii) will not make use of Company Information on Employee's own behalf, or on behalf of any third party. In view of the nature of Employee's employment and the nature of Company Information Employee received during the course of Employee's employment, Employee agrees that any unauthorized disclosure to third parties of Company Information or other violation, or threatened violation, of this Settlement Agreement would cause irreparable damage to the confidential or trade secret status of Company Information and to Defendants, and that, therefore, Defendants, and each person constituting Defendants hereunder, shall be entitled to an injunction prohibiting Employee from any such disclosure, attempted disclosure, violation or threatened violation.

(c) The Parties acknowledge and agree that the terms and conditions set forth in any Agreement with post termination obligations, shall in no way be altered, modified, enhanced, diminished or amended by this Settlement Agreement, and that stands alone, operates individually, and shall be enforced separately without reference to or effect by the Settlement Agreement.

(d) The undertakings set forth in this Section shall survive the termination of this Settlement Agreement or other arrangements contained in this Settlement Agreement.

Job References. Employee shall direct all individuals inquiring about Employee's employment with Defendants to The Work Number, the service Defendants use for responding to employment reference inquiries. In response to such inquiries, The Work Number will only disclose dates of employment and job title, in accordance with Defendants' standard policy. To utilize the system, the entity seeking an employment reference requires Defendants' Employer Code,

which is 12846, and Employee's Social Security Number. One can access Talx via the internet at www.theworknumber.com or telephone at 1-800-367-5690.

11. **No Transfer/Assignment of Claims.** Employee warrants and represents that Employee has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Employee and Employee's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Employee is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Employee or Employee's Counsel under this Settlement Agreement.

12. **Liens and Attorneys' Fees/Indemnification.**

(a) Employee acknowledges Employee solely is responsible for any liens made in connection with any services performed on Employee's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3 above is being paid to Employee's Counsel, Employee acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Employee in connection with the prosecution of the Civil Action.

(b) Employee acknowledges and agrees that Employee will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Employee or Employee's Counsel under this Settlement Agreement.

13. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) Employee acknowledges that monetary damages may not be fully adequate to compensate Defendants for any breach of Employee's obligations under this Settlement Agreement, therefore Employee agrees and acknowledges that in the event of a breach by Employee of Employee's obligations under this Settlement Agreement, Defendants shall be entitled to an injunction or similar equitable relief restraining Employee from breaching Employee's obligations under this Settlement Agreement without posting of bond (subject to applicable law). Nothing herein will be construed as prohibiting Defendants from pursuing any other remedies provided by law or equity available to Defendants for such breach or threatened breach, including the recovery of monetary damages from Employee.

14. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

15. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(e) If any provision of this Agreement is found by a court or arbitral authority of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties..

16. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto, except those specifically identified in Section 10,

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which are incorporated herein by reference. Employee acknowledges that Employee has not relied on any representations, promises or agreements of any kind made to Employee in connection with Employee's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Executed on 02/14/2025


Karla Silva Huerta (Feb 14, 2025 17:42 PST)
KARLA SILVA HUERTA

Executed on _____

[SIGNATORY]
**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Executed on _____

DOUBLETREE EMPLOYER LLC

By: _____

Name: _____

Title: _____

Executed on _____

CURIO EMPLOYER LLC

By: _____

Name: _____

Title: _____

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which are incorporated herein by reference. Employee acknowledges that Employee has not relied on any representations, promises or agreements of any kind made to Employee in connection with Employee's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Executed on _____

KARLA SILVA HUERTA

Executed on _____

**[SIGNATORY]
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**Executed on 2/15/2025 | 5:25 AM PST**DOUBLETREE EMPLOYER LLC**By: 
34884D28CB1E464Name: W. Steven StandeferTitle: Senior Vice PresidentExecuted on 2/15/2025 | 5:25 AM PST**CURIO EMPLOYER LLC**By: 
34884D28CB1E464...Name: W. Steven StandeferTitle: Senior Vice President