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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NOEMI MONROY-ROMAN and FELIPE DE
LA CRUZ LOPEZ URBINA, as aggrieved
employees and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiffs,

v.

DIVERSITY HOSPITALITY SERVICES, a
California corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 23STCV24811

[Assigned for all purposes to Hon. Maurice
A. Leiter in Dept. 54]

PAGA SETTLEMENT AGREEMENT

Action Filed: October 11, 2023

Trial Date: September 2, 2025

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Noemi Monroy-Roman and Felipe De La Cruz Urbina (“Plaintiffs”) and defendant Diversity Hospitality Services (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Noemi Monroy-Roman, et al. v. Diversity Hospitality Services*, Case No. 23STCV24811, initiated on October 11, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Motion for Approval of this Settlement.

1.4. “Approval Order” means the Court Order Granting Approval of this Settlement.

1.5. “Court” means the Superior Court of California, County of Los Angeles.

1.6. “Defendant” means named defendant Diversity Hospitality Services.

1.7. “Defense Counsel” means Adam Y. Siegel, Eric J. Gitig, and Payam Malakouti of Jackson Lewis, P.C.

1.8. “Effective Date” means the later of: (a) the Court enters a Judgment on its Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no third party intervenes and the LWDA does not comment on the settlement, the day the Court enters Judgment; (ii) if any party intervenes, or the LWDA comments on the settlement, but no appeal of the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; (iii) if any party intervenes, or the LWDA comments on the settlement, and there is an appeal of the Court’s Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the date of dismissal of such appeal, or the expiration

1 of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a
2 petition for writ of certiorari to the California Supreme Court is filed, the date of denial of the
3 petition for writ of certiorari, or the date the Judgment is affirmed in the event the petition is
4 granted.

5 1.9. "Gross Settlement Amount" means \$250,000.00 (Two Hundred Fifty Thousand Dollars
6 and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except
7 as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay the PAGA
8 Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
9 Payment, and the Administrator's Expenses Payment.

10 1.10. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the
11 PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA
12 Period.

13 1.11. "Judgment" means the judgment entered by the Court based upon the Approval Order.

14 1.12. "LWDA" means the California Labor and Workforce Development Agency, the agency
15 entitled, under Labor Code section 2699, subd. (i).

16 1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
17 under Labor Code section 2699, subd. (i).

18 1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following
19 payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA
20 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration
21 Expenses Payment.

22 1.15. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

23 1.16. "PAGA Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

25 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
26 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees
27 and expenses, respectively, incurred to prosecute the Action.

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1.18. “PAGA Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.19. “PAGA Employee Data” means PAGA Employee identifying information in Defendants’ possession including the PAGA Employee’s (i) name, (ii) last-known mailing address, (iii) Social Security number, (iv) hire date, termination date (as applicable), and re-hire date (as applicable), and (v) number of PAGA Pay Periods.

1.20. “PAGA Employee Address Search” means the Administrator’s investigation and search for current PAGA Employees’ mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with PAGA Employees.

1.21. “PAGA Notices” means Plaintiff Noemi Monroy-Roman’s May 4, 2023 letter to defendant and the LWDA, and Plaintiffs’ August 7, 2023 amended letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.22. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.23. “PAGA Penalties” means the total amount to be paid from the Gross Settlement Amount as alleged PAGA civil penalties, allocated 25% to PAGA Employees and the 75% to the LWDA in settlement of PAGA claims.

1.24. “PAGA Period” means the period from August 7, 2022 through July 14, 2024.

1.25. “PAGA Representative Service Payment” means the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be paid to each Plaintiff out of the Gross Settlement Amount, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiffs, subject to approval by the Court.

1.26. “Plaintiffs” mean Noemi Monroy-Roman and Felipe De La Cruz Lopez Urbina the named plaintiffs in the Action.

1.27. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.

1 1.28. “Released Parties” means: Defendant, and each of their former, present and future owners,
2 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
3 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
4 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

5 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the
6 Judgment.

7 **2. RECITALS**

8 2.1. On May 4, 2023, Plaintiff Noemi Monroy-Roman filed with the Labor and Workforce
9 Development Agency (“LWDA”) and served on Defendant a notice under Labor Code section
10 2699.3, stating Plaintiff Noemi Monroy-Roman intended to serve as a proxy of the LWDA to
11 recover civil penalties on behalf of herself and other employees of Defendant for various Labor
12 Code violations (“PAGA Notices”). On August 7, 2023, Plaintiffs filed with the LWDA and
13 served on Defendant an amended notice under Labor Code section 2699.3.

14 2.2. On October 11, 2023, Plaintiffs commenced this Action by filing a complaint alleging
15 a single cause of action against Defendant for civil penalties pursuant to the California Labor
16 Code Private Attorneys General Act (“PAGA”), for the various Labor Code violations set forth
17 in the PAGA Notices.

18 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice
19 to Defendant and the LWDA by sending the PAGA Notices.

20 2.4. On May 9, 2024, the Parties participated in an all-day mediation presided over by
21 Katherine J. Edwards which led to this Agreement to settle the Action.

22 2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) redacted payroll
23 data for 169 of the then estimated 1,511 PAGA Employees during the PAGA Period; (b)
24 Plaintiffs’ time records; (c) all applicable written wage and hour policy documents; (d) Plaintiffs’
25 personnel files; and (e) aggregate data points including the number of PAGA Employees during
26 the PAGA Period, the number of pay periods during the PAGA Period, and the number of PAGA
27 Employees who separated from employment with Defendant during the PAGA Period, among
28 others.

2.6. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$250,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$87,500.00 and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts, unless the Gross Settlement Amount is increased as provided in Paragraph 8.1 below. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment prior to the Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment

using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.2. To Plaintiffs: PAGA Representative Service Payments not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiffs, subject to approval by the Court.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Employees: PAGA Penalties, as currently estimated and subject to change, in the amount of no less than \$111,750.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%), or no less than \$83,812.50, to be paid to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or no less than \$27,937.50, to be paid to PAGA Employees in the form of Individual PAGA Payments.

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

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 1,511 PAGA Employees who worked a total of 20,780 PAGA Pay Periods.

4.2. PAGA Employees Data. Within fourteen (14) days of the Effective Date, Defendant will deliver the PAGA Employees Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employees' Data in confidence, use the PAGA Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employees Data to Administrator employees who need access to the PAGA Employees Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employees Data omitted PAGA Employees member identifying information and to provide corrected or updated PAGA Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employees Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employees' Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within fourteen (14) days of the Court's Final Approval Order approving the settlement.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments, and the Individual PAGA Payments.

1 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
2 them to the PAGA Employees via First PAGA U.S. Mail, postage prepaid. The face of
3 each check shall prominently state the date (not less than 180 days after the date of
4 mailing) when the check will be voided. The Administrator will cancel all checks not
5 cashed by the void date. Before mailing any checks, the Settlement Administrator must
6 update the recipients' mailing addresses using the National Change of Address
7 Database.

8 4.4.2. The Administrator must include a notice in the form of Exhibit A along with the
9 check mailed to each PAGA Employee.

10 4.4.3. The Administrator must conduct a PAGA Employee Address Search for all other
11 PAGA Employees whose checks are returned undelivered without USPS forwarding
12 address. Within 7 days of receiving a returned check the Administrator must re-mail
13 checks to the USPS forwarding address provided or to an address ascertained through
14 the PAGA Employee Address Search. The Administrator need not take further steps to
15 deliver checks to PAGA Employees whose re-mailed checks are returned as
16 undelivered. The Administrator shall promptly send a replacement check to any PAGA
17 Employee whose original check was lost or misplaced, requested by the PAGA
18 Employee prior to the void date.

19 4.4.4. For any PAGA Employee whose Individual PAGA Payment check is uncashed
20 and cancelled after the void date, the Administrator shall transmit the funds represented
21 by such checks to the California Controller's Unclaimed Property Fund in the name of
22 the PAGA Employee.

23 4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to
24 confer any additional benefits or make any additional payments to PAGA Employees
25 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

26 **5. RELEASE OF CLAIMS**

27 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
28 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

1 5.1. Release of PAGA Claims: For the duration of the PAGA Period and to the extent
2 permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent
3 and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that
4 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
5 Complaint and the PAGA Notices, including but not limited to claims for failure to pay all wages
6 owed, including minimum and overtime wages, failure to provide paid sick leave, failure to
7 compensate employees for vacation days/paid time off, failure to pay split shift premiums,
8 conducting unlawful background checks, relying on an applicant's salary history information
9 when determining whether to offer employment or what salary to offer, requiring applicants or
10 employees to waive any right, forum, or procedure for the violation of the Fair Employment and
11 Housing Act or the Labor Code, preventing employees from engaging in lawful conduct through
12 non-work hours, retaliating against whistleblower employees, preventing employees from
13 disclosing the amount of their wages as a condition of employment, preventing employees from
14 disclosing information about unsafe or discriminatory working conditions, preventing employees
15 from using skills, knowledge, and experience they obtained with Defendant for purposes of
16 competing with Defendant, failure to comply with the notice requirements of the Wage Theft
17 Protection Act of 2011, unlawfully deducting wages, failure to compensate wages at the regular
18 rate, failure to provide all working employees with suitable seats when the nature of the work
19 reasonably permits the use of seats, failure to provide temporary workers with owed wages,
20 failure to furnish employees with documents signed to obtain or hold employment, failure to
21 furnish employees with personnel records, failure to furnish employees with time records, failure
22 to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized
23 wage statements, failure to reimburse necessary business expenditures, failure to timely pay
24 wages during employment, and failure to provide timely wages owed upon separation. The
25 Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise
26 exclude himself or herself from the PAGA Settlement.

27 5.2. Additional Release by Plaintiffs: In addition to the releases given by each PAGA
28 Employee in Paragraph 5.1 above, Plaintiffs, for themselves and their respective former and

1 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns generally releases and discharges Released Parties from any and all claims, debts,
3 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action
4 or causes of action of whatever kind or nature, whether known or unknown, contingent or
5 accrued, under any legal theory under any body of law, from the beginning of time through the
6 date on which the Court grants Approval of this Settlement. This general release by Plaintiffs
7 also includes a waiver of rights under California Civil Code Section 1542, which states:

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

13 5.3 Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former
14 attorneys, employees, agents, successors and assigns, the Released Parties from all claims for
15 fees and costs incurred in connection with the Action or the PAGA Notices, or any facts asserted
16 therein, expressly excluding fees and costs incurred in any successful action required to enforce
17 the terms of this Settlement, including any terms regarding funding, pursuant to Paragraph 10.17
18 below.

19 6. MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

20 The Parties agree to jointly prepare and file an application or motion for approval of this
21 Settlement.

22 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
23 approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft
24 proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the
25 Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to
26 its willingness to serve; competency; operative procedures for protecting the security of PAGA
27 Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other
28 misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA

1 Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs,
2 PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm
3 attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice
4 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
5 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)). The proposed
6 Order Granting Approval of PAGA Settlement is to be mutually agreed upon by the Parties prior
7 to Plaintiffs filing the Order with the Court. Plaintiffs will also provide Defendant with the
8 opportunity to review and comment upon drafts of all other pleadings to be filed in connection
9 with the Motion for Approval of PAGA Settlement (e.g., notice of motion, memorandum of
10 points and authorities, and supporting declarations) at least three (3) business days prior to filing
11 the motion with the Court.

12 6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible
13 for expeditiously finalizing and filing the application or motion for approval of this Settlement
14 after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for
15 the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
16 responsible for delivering the Court's Approval Order to the Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
18 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
20 and conferring in good faith to resolve the disagreement prior to the application or motion being
21 filed with the Court. If the Court does not grant the motion for approval of this Settlement or
22 conditions its approval on any material change to this Agreement, PAGA Counsel and Defense
23 Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good
24 faith to modify the Agreement and otherwise satisfy the Court's concerns. If, following good-faith
25 meet-and-confer efforts, the Parties are unable to resolve any disagreement as to (a) any aspect of
26 the proposed Motion for Approval and/or the supporting declarations or documents, and/or (b) any
27 modifications to the Agreement or other actions necessary to address the Court's concerns in
28 connection with the Court's denial of the approval motion or placement of conditions on approval,

the Parties agree to enlist the assistance of the mediator, and, if necessary, the Court.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 1,511 PAGA Employees who worked 20,780 Pay Periods during the PAGA Period.

8.1. Increase in Pay Periods. Defendant represents that there, at the time of mediation, there were approximately 20,780 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods worked by the PAGA Employees during the PAGA Period increases by more than 10%, or more than 2,078 Pay Periods, then Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those Pay Periods worked in excess of 10% of the 20,780 estimate (i.e., if there is a 12% increase in the total Pay Periods, Defendant shall increase the Gross Settlement Amount by 2%); or (ii) cut off the PAGA Period as of the date the total Pay Periods worked during the PAGA Period does not exceed the

20,780 estimate plus 10% (i.e., so that the total Pay Periods is at or below 22,858).

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment pursuant to Code of Civil Procedure section 664.6, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

1 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties
3 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
7 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
8 its terms, and to execute any other documents reasonably required to effectuate the terms of this
9 Agreement including any amendments to this Agreement.

10 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
12 Settlement Agreement, submitting supplemental evidence and supplementing points and
13 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
14 or content of any document necessary to implement the Settlement, or on any modification of the
15 Agreement that may become necessary to implement the Settlement, the Parties will seek the
16 assistance of a mediator and/or the Court for resolution.

17 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
23 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
24 Part 10, as amended) or otherwise.

25 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27 representatives, and approved by the Court.

28 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to

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

2 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
3 governed by and interpreted according to the internal laws of the state of California, without
4 regard to conflict of law principles.

5 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
6 this Agreement. This Agreement will not be construed against any Party on the basis that the
7 Party was the drafter or participated in the drafting.

8 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
9 during Action and in this Agreement relating to the confidentiality of information shall survive
10 the execution of this Agreement.

11 10.11.1. Confidentiality Prior to Approval of Settlement. Plaintiffs and PAGA Counsel
12 will not make any public disclosures of any kind regarding the Settlement, including but
13 not limited to postings on Class Counsel's website and postings on any social media
14 sites/outlets, except for public postings or filings necessary for getting approval of the
15 Settlement, in response to a court order or subpoena, or in response to an inquiry or
16 subpoena issued by a state or federal government agency. PAGA Counsel will take all
17 steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to,
18 the restriction against any public disclosures regarding the Settlement. PAGA Counsel
19 will not include or use the Settlement for any marketing or promotional purposes, or for
20 attempting to influence Defendant's business relationships, either before or after the
21 Motion for Approval of PAGA Settlement is filed.

22 10.11.2. Confidentiality Following Approval of Settlement. Following approval of the
23 Settlement, Plaintiff and PAGA Counsel will not initiate any communications with the
24 media or third parties regarding the Settlement. If contacted by the media or third
25 parties, Plaintiff and PAGA Counsel may only discuss information publicly available.
26 PAGA Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will
27 encourage them to adhere to, the restriction against initiating any media comment.
28 PAGA Counsel further agrees not to use the Settlement or any of its terms for any

1 marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from
2 including publicly available information regarding this Settlement: in future judicial
3 submissions regarding PAGA Counsel's qualifications and experience; for public
4 postings or filings necessary for getting approval of the Settlement, including
5 submission of the Settlement and other relevant documents to LWDA prior to
6 Settlement approval; in response to a court order or subpoena or in response to an
7 inquiry or subpoena issued by a state or federal government agency; or to the extent
8 necessary to report income to appropriate taxing authorities.

9 10.12. Use of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal.
10 Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel
11 by Defendant in connection with the mediation, other settlement negotiations, or in connection
12 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
13 may not be used in any way that violates any existing contractual agreement, statute, or rule of
14 court.

15 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts
22 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
23 be accepted as an original. All executed counterparts and each of them will be deemed to be one
24 and the same instrument if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
26 and contents of this Agreement.

27 10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.17. Enforcing the Settlement Agreement. Should a Party be required to enforce compliance with the Settlement Agreement, including but not limited to any term regarding funding, the prevailing Party in any successful action or litigation to enforce the Settlement Agreement shall be entitled to attorneys' fees and expenses.

10.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the PAGA Settlement, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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IT IS SO AGREED:

Noemi Monroy

Noemi Monroy (Mar 3, 2025 14:49 PST)

Plaintiff, Noemi Monroy-Roman

Felipe Lopez

Felipe Lopez (Feb 26, 2025 10:08 PST)

Plaintiff, Felipe De La Cruz Lopez Urbina

Kate... (Mar 5, 2025 11:01 PST)

for Defendant, Diversity Hospitality Services

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Brandon M. Chang
Counsel for Plaintiffs



Adam Y. Siegel
Eric J. Gitig
Payam Malakouti
Counsel for Defendant