

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Ana Maria Mendoza-Hernandez (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Pacific Snow Valley Resort, LLC (“Defendant”) (Plaintiff and Defendant are referred to herein collectively as the “Parties”). Plaintiff and the Settlement Class are represented by Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group (“Class Counsel”). Defendant is represented by Scott K. Dauscher and David Kang of Atkinson, Andelson, Loya, Ruud & Romo.

This settlement resolves a lawsuit that was filed by Plaintiff against Defendant on June 21, 2023 in San Bernardino County Superior Court, in the matter initially entitled *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC*, Case No. CIVSB2314151 (the “Action”). The operative complaint, the First Amended Complaint (“FAC”), in this Action alleges that Defendant (a) failed to provide meal periods; (b) failed to authorize and permit rest periods; (c) failed to provide accurate, itemized wage statements; (d) failed to timely pay all wages upon termination; (e) failed to pay all vacation wages; (f) engaged in unfair competition; and (g) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant in California during the period of June 21, 2019 to February 24, 2025 or preliminary approval of the settlement, whichever is sooner (the “Class Period”).

For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that Plaintiff will represent the following aggrieved employees for purposes of recovering PAGA penalties (“PAGA Employees”):

All current and former non-exempt employees employed by Defendant in California between June 21, 2022 through February 24, 2025 or preliminary approval of the settlement, whichever is sooner (the “PAGA Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Amended Complaint.** As part of this Settlement and in conjunction with obtaining preliminary approval of the Settlement, the Parties agree to stipulate that Plaintiff be granted leave to file its First Amended Complaint to add a cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* (“PAGA”). Defendant’s cooperation is solely for purposes of settlement and Defendant expressly disputes the cause of action and allegations in the First Amended Complaint and does not waive any rights or defenses to the First Amended Complaint or claims therein by its consent to the filing of the First Amended Complaint for settlement purposes.

3. **Releases by Settlement Class.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and each of its past and present agents, officers, directors, employees, owners, shareholders, investors, members, payroll agents, attorneys, parents, subsidiaries, sister entities, joint and/or integrated employers, affiliates, predecessors, successors, assigns, alter-egos, insurers and/or third-party administrators, including all entities and persons associated with Pacific Snow Valley Resort, LLC, and all other persons and entities related thereto (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations or Labor Code and IWC Wage Order sections in the FAC, including claims for: (a) failure to provide meal periods; (b) failure to authorize and permit all rest periods; (c) failure to provide accurate, itemized wage statements; (d) all claims for waiting time penalties; (e) failure to pay all vacation wages; (f) all claims for unfair business practices that could have been premised on the claims, causes of action or legal theories plead in the FAC; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the claims, causes of action or legal theories pled in the FAC; and (h) all damages, penalties, interest, costs (including attorney fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release.
- B. PAGA Release: PAGA Employees, including Plaintiff and the Settlement Class members as well as those who opt-out from the Class portion of the Settlement, will release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) which were pled in the letter to the LWDA dated June 21, 2023 (**Exhibit 1**) and the First Amended Complaint in the Action, or which could have been pled based upon the facts or Labor Code and IWC Wage Order sections alleged in the operative First Amended Complaint in the Action that arose during the PAGA Period including the following alleged violations: (a) failure provide meal periods; (b) failure to authorize and permit rest periods; (c) failure to provide accurate, itemized wage

statements; (d) failure to timely pay all wages upon termination; and (e) failure to pay all vacations wages (collectively, “PAGA Released Claims”). The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period.

- C. In light of her Class Representative Service Award, Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement by Plaintiff does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers’ compensation claims, pending or otherwise and/or benefits to be received by Plaintiff in workers’ compensation pursuant to the jurisdiction of workers’ compensation; and (ii) rights or claims arising out of this Settlement.

- D. The releases identified herein will become effective upon the date on which Defendant fully funds the Gross Settlement Amount and employer’s share of payroll taxes (“Effective Date of the Releases”).

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross amount (“Gross Settlement Amount”) of Three Hundred Twenty Thousand Dollars and Zero Cents (\$320,000.00) (unless such Gross Settlement Amount is increased pursuant to Paragraph 4.E below) in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement. All administrative costs due and owing to the Settlement Administrator shall be paid from the Gross Settlement Amount.
- B. Defendant shall fully fund the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause) and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Settlement Administrator in nine (9) monthly equal installments of \$35,555.56 each, with the first payment due within thirty (30) days of the Court entering an order granting preliminary approval. Any increase to the Gross Settlement Amount due pursuant to the Escalator Clause shall be deposited

with the Settlement Administrator no later than thirty (30) days after the ninth installment payment. Defendant shall deposit with the Settlement Administrator the employer's share of payroll taxes by no later than the deadline for the ninth installment payment.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00);
- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff's Class and Representative Service Award in recognition of Plaintiff's contributions to the Action, her services to the Settlement Class, and her general release of all claims against Defendant and waiver under section 1542 of the Civil Code. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this settlement, and it will remain binding;
- (4) Up to one-third of the Gross Settlement Amount in attorneys' fees [estimated to be One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$106,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 4.E below], plus actual costs and expenses related to the Action as supported by declaration, which are not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). In the event that the Court reduces or does not approve the requested Class Counsel Award and costs, Plaintiff's counsel shall not have the right to revoke this settlement, and it will remain binding;
- (5) Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500), will be payable to PAGA Employees as the "PAGA Amount," as described below.

D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

E. Escalator Clause. Defendant represents that there are an estimated 11,504 workweeks worked by Class Members during the Class Period. If the number of workweeks worked during the Class Period by Class Members is more than 10

percent greater than this figure (i.e., if there are 12,655 or more workweeks) worked by the settlement Class Members), Defendant agrees to increase the Gross Settlement Amount on a proportional basis for every percent over the 10 percent threshold (i.e., if there was an 11 percent increase in the number of workweeks worked during the Class Period by Class Members, Defendant will increase the Gross Settlement Amount by 1 percent; but if the workweeks increase by 10 percent or less (i.e. if there are 12,654 or less workweeks), Defendant shall not pay any increase in the Gross Settlement Amount).

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Awards, the Settlement Administrator’s fees and expenses for administration, and the PAGA payment to the LWDA. The remaining amount shall be known as the “Net Settlement Fund” (“NSF”).
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. Payments to all participating Settlement Class members: The NSF will be distributed as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of actual workweeks worked during the Class Period, the numerator of which is the Settlement Class member’s total actual workweeks worked during the Class Period, and the denominator of which is the total actual workweeks worked by all Settlement Class members who worked during the Class Period.
 - ii. PAGA Amount: In addition to the NSF, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Employee, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period June 21, 2022 through February 24, 2025 or preliminary approval of the settlement, whichever is sooner, the numerator of which is the PAGA Employees’ gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during this period. The payments to PAGA Employees shall be reported as penalties on a Form 1099.
- C. Within ten (10) calendar days following the ninth and final deposit of the Gross Settlement Amount with the Settlement Administrator by Defendant, or the tenth

and final deposit of the Gross Settlement Amount if there is any increase to the Gross Settlement Amount due pursuant to the Escalator Clause, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer's share of payroll taxes due on the wage portion of the Individual Settlement Payments and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class members, each Individual Settlement Payment shall be allocated as follows: 20 percent as wages, 40 percent as penalties, and 40 percent as interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. Any uncashed funds from the PAGA Amount shall be handled in the same manner.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to a request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six cents (\$106,666.66), plus actual costs and expenses as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and 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 will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court.

7. **Class and Representative Service Award.** Defendant will not object to a request for Class and Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her time and risks in prosecuting this case, and for her services to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking permission to pay up to Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Scott Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group as Class Counsel;
- C. Appointing Ana Maria Mendoza-Hernandez as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as **Exhibits 2 and 3**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within twenty (20) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of employment the workweeks worked by each Settlement Class member, and the number of pay periods worked while employed in a position covered by the Settlement Class definition during the Class Period and PAGA Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; (iv) provide its calculations to Counsel for approval; and (v) mail the Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member, (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) must be signed by the Settlement Class member; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except a Request for Exclusion form not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon.
- ii. Plaintiff agrees that she shall not request to be excluded from the Settlement.
- iii. The Parties agree there is no statutory or other right for any Settlement Class member to opt out or otherwise exclude himself or herself from the PAGA

portion of the Settlement. A Settlement Class member who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount.

- F. Objections. Members of the Settlement Class who do not request exclusion may object to this Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, who shall then promptly file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.
- G. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall contain a Notice of Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment, including the Settlement Class member's workweeks worked during the Class Period, whether the Settlement Class member separated employment during the Class Period, and the number of workweeks worked by the Settlement Class member during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties. If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on disputes.

- H. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees, costs, Class Representative Service Awards, and Settlement Administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Agreement shall operate or be construed as an admission of any liability by the Released Parties or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Nondisclosure and Nonpublication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement among the parties contemplated herein, the fact of the Settlement Agreement, its terms or contents, and the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except Settlement Class members and as shall be contractually required to effectuate the terms of the

Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action and the venue/case number of this action for such purposes.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Enforcement Action:** The Parties agree that this Settlement is enforceable pursuant to the provisions of Code of Civil Procedure §664.6. Further, in the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover their, hers and/or its reasonable attorneys' fees and costs, including any expert witness fees, incurred arising from such dispute.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Scott K. Dauscher and David Kang; Atkinson, Andelson, Loya, Rudd & Romo, 12800 Center Court Drive South, Suite 300, Cerritos, California 90703; sdauscher@aalrr.com and David.kang@aalrr.com.

if to Plaintiff: Scott Lidman, Milan Moore, and Tiara Gose-Hardy; Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com and tgose@lidmanlaw.com.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 3/10/2025.

Defendant PACIFIC SNOW VALLEY RESORT, LLC

By: 

Its: Manager

DATED:

Plaintiff ANA MARIA MENDOZA-HERNANDEZ

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 10, 2025

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

By:  _____
Scott K. Dauscher
David Kang
Attorneys for Defendant
PACIFIC SNOW VALLEY RESORTS, LLC

DATED:

LIDMAN LAW, APC

By: _____
Scott Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ

DATED: Mar 18, 2025

Plaintiff ANA MARIA MENDOZA-HERNANDEZ

By: 
Ana Maria Mendoza (Mar 18, 2025 09:38 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

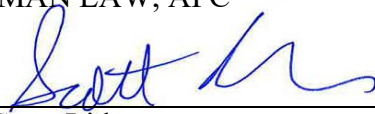
DATED:

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

By: _____
Scott K. Dauscher
David Kang
Attorneys for Defendant
PACIFIC SNOW VALLEY RESORTS, LLC

DATED: March 18, 2025

LIDMAN LAW, APC

By: 
Scott Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ