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Attorneys for Plaintiff JUANA PARADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JUANA PARADA, individually, and on behalf of other aggrieved employees,

Plaintiff,

vs.

ROCHELLE STERLING and DONALD T. STERLING, a married couple, doing business as BEVERLY HILLS PLAZA HOTEL & SPA; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV27868

[Assigned for all purposes to the Hon. Alison Mackenzie, Dept. 55]

DECLARATION OF KAREN L. WALLACE IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: December 4, 2025
Time: 8:30 a.m.
Dept: 55

[Filed concurrently with Notice of Motion and Motion; [Proposed] Order]

Complaint filed: November 14, 2023
FAC filed: January 17, 2024
Trial date: None set

DECLARATION OF KAREN L. WALLACE

I, Karen L. Wallace, declare as follows:

1. I am an attorney admitted to the Bar of the State of California in good standing. I am an Associate at Aequitas Legal Group, APLC, counsel of record for Plaintiff JUANA PARADA ("Plaintiff"). This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement. My knowledge of the information and events described herein is derived from my personal knowledge, a careful review of the file and relevant court records, and communication with other counsel for Plaintiff. If called as a witness, I can and will competently testify thereto.

2. Plaintiff, an aggrieved employee, submitted notice of alleged Labor Code violations by her employer, Defendant ROCHELLE STERLING and DONALD T. STERLING, a married couple, doing business as BEVERLY HILLS PLAZA HOTEL & SPA ("Defendant"), to the California Labor and Workforce Development Agency ("LWDA"), on August 29, 2025.

3. The PAGA Notice alleges the following violations: Lab. Code §§ 1194, 1197, and 1197.1, as well as LAMC § 182.00 (failure to pay all minimum and overtime wages); Lab. Code §§ 226.7 and 512, as well as Wage Order 5 (failure to provide meal periods or compensation in lieu thereof); Lab. Code § 226.7 (failure to provide rest periods or compensation in lieu thereof); Lab. Code §§ 201-203 (failure timely to pay final wages); Lab. Code § 204 (failure timely to pay wages during employment); and Lab. Code § 226 (failure to provide accurate wages statements). The PAGA Notice also alleges liability pursuant to Lab. Code § 558. A true and correct copy of the PAGA Notice is attached as **Exhibit A**.

4. On submission, Plaintiff's claims were designated Case No. LWDA-CM-978353-23.

5. On November 14, 2025, on behalf of herself, the State, and other aggrieved employees, Plaintiff filed a complaint in the above-captioned court based on those allegations, including for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*.

6. The initial complaint alleges claims against Beverly Hills Plaza Hotel & Spa, business form unknown, and various other entities. On January 17, 2024, Plaintiff filed her First Amended Complaint ("FAC") to name Defendant as the correct party to the action.

7. On February 1, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff's individual claims and to stay her PAGA representative claims, which was granted on May 8, 2024.

8. On June 6, 2024, Plaintiff submitted her Demand to the American Arbitration Association ("AAA"). Designated Case No. 01-24-0005-8598, the individual arbitration matter was assigned to arbitrator Stephen M. Benardo, Esq. on August 2, 2024, and the Initial Arbitration Case Management Order was issued on September 2, 2024.

9. After the parties completed certain written discovery, Defendant took Plaintiff's deposition on February 26, 2025, and Plaintiff took the deposition of Defendant's Assistant Manager on June 25, 2025.

10. In accordance with the Arbitration Case Management Order and to explore resolution of both Plaintiff's individual claims in arbitration and her stayed representative PAGA action, on July 23, 2025, the parties also participated in a full-day mediation with Michael Young, Esq. ("Mediator"), an experienced and well-respected mediator affiliated with Judicate West.

11. The mediation was successful, and the parties agreed to a settlement of all claims and controversies between them, including both Plaintiff's individual claims and her representative PAGA claim, as set forth in the PAGA Settlement Agreement presented for approval by this motion (the "Agreement"). A true and correct copy of the final Agreement is attached as **Exhibit B**. A true and correct copy of the redlined Agreement is attached as **Exhibit C**.

12. The LWDA has been served with this motion and the Agreement. A true and correct copy of the proof of service is attached as **Exhibit D**.

13. The material terms of the Agreement are as follows: Defendant promises they shall pay a Gross Settlement Amount ("GSA") of no more than $55,900.00 to dispose of all representative PAGA claims. (Agreement § 3.1.) The GSA shall be paid no later than fourteen (14) days after the Effective Date, as stated in Section 4.3 of the Agreement, and is non-reversionary. (*Id*. §§ 3.1, 4.3.) The PAGA Penalties, or net settlement amount, is $12,269.00, which shall be allocated from the GSA and disbursed by the Administrator as follows: 75% ($9,201.75) to the State as the LWDA PAGA Payment; and 25% ($3,067.25) as Individual PAGA Payments to Aggrieved Employees. (*Id*. § 3.24.)

14. The Administrator will make and deduct the following payments from the Gross Settlement Amount (Agreement § 3.2), subject to Court approval:

(1) A PAGA Counsel Fees Payment of not more than 33.33%, or $18,631.00, and a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id*. § 3.2.1.)

(2) A Service Award to Plaintiff for her service to the State of California and to all Aggrieved Employees, in an amount not to exceed $1,000.00, except for a showing of good cause and as approved by the Court. If the Court approves a lesser amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id*. § 3.2.2.)

(3) An Administrator Expenses Payment to the Administrator in an amount not to exceed $4,000.00, 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 a lesser amount, the Administrator will retain the remainder in the Net Settlement Amount. (*Id*. § 3.2.3.)

(4) PAGA Penalties to the State and Aggrieved Employees in the amount of $12,269.00, with 75% ($9,201.75) as the LWDA PAGA Payment and 25% ($3,067.25) as Individual PAGA Payments, *supra*. (*Id*. § 3.2.4.)

15. According to the data provided by Defendants, there are approximately 87 aggrieved employees who worked approximately 2,190 total pay periods.

16. Based on counsel's investigation and discovery, taking into account the strength of Defendant's defenses and the risks inherent in further litigation, Plaintiff estimates that the maximum value of the PAGA penalties that could be recovered is approximately $106,500.00.

17. The calculation assumes a $100 penalty for every alleged violation because Defendant was never notified by the Labor Commissioner or a court that it was in violation of the

Labor Code and is undiscounted, counsel having considered factors including Defendant's good faith, prior acts of cure, and financial condition.

18. Plaintiff's counsel believe that the Settlement in this case is thus fair, reasonable, and adequate in light of PAGA's purposes and will both deter further violations and encourage enforcement of state wage and hour law. Notwithstanding the inherent risks, further litigation of the representative PAGA claim will likely be both complex and prohibitively costly based on the strength of Defendant's defenses, which include good faith efforts to remediate violations, and the mandatory prior resolution of Plaintiff's individual claims in arbitration.

19. The Settlement also provides for a modest service award to Plaintiff in recognition of her time and efforts as the named plaintiff, as well as for the perceived risk to her professional reputation in filing a lawsuit. The service award is an important incentive to private plaintiffs, necessary for PAGA to function as the legislature intended and aid in the enforcement of important labor laws where the State's enforcement agencies lack adequate resources.

20. The full settlement amount represents nearly 50% of the theoretical maximum penalties, and the agreed PAGA Penalties represent approximately 12% of that amount, which is appropriate given the relatively small number of Aggrieved Employees, the stay of the representative PAGA claim due to the arbitration, and the deterrent effect of the proceedings in and of themselves. Indeed, the litigation commenced in November 2023 and has included a successful Motion to Compel Arbitration, the commencement of said Arbitration, two (2) oral depositions, one by each Party, and written discovery propounded by both Parties. Resolution of the representative PAGA claim will require additional discovery and completion of the Arbitration hearing before the Parties can request the stay be lifted and the litigation resumed. On balance, the Settlement resolves the claims fairly and reasonably for all Parties, including the State.

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

Executed September 16, 2025, at Santa Monica, California.

Karen L. Wallace

EXHIBIT A

AEQUITAS

A Professional Law Corporation

AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: 213.674.6080
Facsimile: 213.674.6081
www.AequitasLegalGroup.com

Ronald H. Bae
rbae@AequitasLegalGroup.com
Direct: (213) 674-6380

August 29, 2023

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: ***Beverly Hills Plaza Hotel & Spa, et al.***
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Ms. Juana Parada, alleges that her former employers, Beverly Hills Plaza Hotel & Spa, Beverly Hills Properties, LLC, and Donald T. Sterling Corporation, doing business as Beverly Hills Plaza Hotel & Spa (collectively, "Beverly Hills Plaza Hotel"), have violated various provisions of the California Labor Code.

Specifically, Ms. Parada contends that Beverly Hills Plaza Hotel engaged in the following unlawful employment practices:

1. Failure to pay Ms. Parada and other aggrieved employees[1] all minimum and overtime wages owed to them in violation of California Labor Code §§ 1194, 1197, and 1197.1.

   Ms. Parada was employed by Beverly Hills Plaza Hotel as a non-exempt, hourly-paid laborer from approximately January 25, 2022 to approximately November 7, 2022. Ms. Parada's job duties included cleaning hotel rooms.

   Beverly Hills Plaza Hotel is subject to the Los Angeles Citywide Hotel Worker Minimum Wage Ordinance, Los Angeles Municipal Code, § 182.00, *et seq*. (the "Ordinance"). Beverly Hills Plaza Hotel compensated Ms. Parada and other aggrieved employees at a rate less than the minimum wage rate required by the

[1] The terms "aggrieved employees" and "similarly situated employees" are used interchangeably and refer to all of Beverly Hills Plaza Hotel's non-exempt California employees between August 29, 2022 and the present.

Ordinance. Further, Ms. Parada and other aggrieved employees regularly worked more than 8 hours per day and/or more than 40 hours per week. Beverly Hills Plaza Hotel compensated employees for their overtime hours at a rate less than the overtime wage rate required by the Ordinance.

2. Failure to provide Ms. Parada and other aggrieved employees with compliant meal periods or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512. Beverly Hills Plaza Hotel failed to provide employees with an uninterrupted duty-free meal break of at least 30 minutes for every 5 hours of work. Employees were given a heavy workload that did not permit them to take legally compliant meal breaks. Beverly Hills Plaza Hotel failed to pay meal period premium wages to employees who were not provided with compliant meal periods.

3. Failure to provide Ms. Parada compliant rest periods or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7 Beverly Hills Plaza Hotel and Spa failed to provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof due to employees' heavy workload. Beverly Hills Plaza Hotel and Spa failed to pay rest period premium wages to employees who were not provided with compliant rest periods.

4. Failure to timely pay Ms. Parada and other aggrieved employees all wages owed at the time of termination or resignation, in violation of California Labor Code §§ 201-203. Beverly Hills Plaza Hotel failed to pay employees the unpaid wages and meal and rest period premium wages described herein in a timely manner upon separation of their employment.

5. Failure to provide Ms. Parada and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. Beverly Hills Plaza Hotel failed to pay employees the unpaid regular, overtime, and meal and rest break premium wages described herein in a timely manner during their employment.

6. Failure to provide Ms. Parada and other aggrieved employees with accurate wage statements, in violation of California Labor Code § 226. The wage statements provided by Beverly Hills Plaza Hotel fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular, overtime, and meal and rest break premium wages as described herein.

7. Violation of California Labor Code § 558, as a consequence of the failure to pay wages and other violations described herein. Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) (1) a provision of Labor Code §§ 500 through 558 or (2) a provision of

the IWC Wage Orders regarding hours and days of work is liable for civil penalties of $50 to $100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law. As set forth herein, Beverly Hills Plaza Hotel has violated Labor Code § 512 and IWC Wage Order 5-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Ms. Parada will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

Ronald H. Bae

cc: Beverly Hills Plaza Hotel & Spa
Attn: General Counsel
10300 Wilshire Blvd.
Los Angeles, CA 90024

Beverly Hills Properties, LLC
Attn: General Counsel
9441 Wilshire Blvd., Penthouse
Beverly Hills, CA 90212

Donald T. Sterling Corporation
Attn: General Counsel
9441 Wilshire Blvd., Penthouse
Beverly Hills, CA 90212

Via Certified Mail

/ / /

Nadia P. Bermudez, Esq.
KLINEDINST PC
501 West Broadway, Suite 600
San Diego, CA 92101
Email: nbermudez@klinedinstlaw.com

Gregory A. Garbacz, Esq.
KLINEDINST PC
2 Park Plaza, Suite 1250
Irvine, CA 92614
Email: ggarbacz@klinedinstlaw.com

Via Email Only

Outlook

Fw: Thank you for submission of your PAGA Case.

[redacted]

From: noreply@salesforce.com <noreply@salesforce.com> on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 29, 2023 11:32 AM
To: rbae@aequitaslegalgroup.com <rbae@aequitaslegalgroup.com>
Subject: Thank you for submission of your PAGA Case.

8/29/2023

LWDA Case No. LWDA-CM-978353-23
Law Firm : Aequitas Legal Group
Plaintiff Name : Juana Parada
Employer: Beverly Hills Plaza Hotel & Spa
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-978353-23
Plaintiff for PAGA Case: Juana Parada
Filer/Attorney for PAGA Case: Ronald Bae
Law Firm for PAGA Plaintiff: Aequitas Legal Group
Employer: Beverly Hills Plaza Hotel & Spa
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 23STCV27868
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 11/29/2023 03:00:12 PM by Ronald Bae	2023_1114 Complaint_E-Filed.pdf	11/29/2023 11:00 PM	Court Complaint
PAGA Notice Submitted on 08/29/2023 11:31:57 AM by Ronald Bae	2023_0829 PAGA Ltr_To Submit.pdf	8/29/2023 6:32 PM	PAGA Notice

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between representative Plaintiff JUANA PARADA ("Plaintiff") and Defendant ROCHELLE STERLING and DONALD T. STERLING, a married couple, in all capacities, including individually and doing business as BEVERLY HILLS PLAZA HOTEL & SPA, and as BEVERLY HILLS PROPERTIES, BEVERLY HILLS PROPERTIES, LLC, the DONALD T. STERLING CORPORATION, and for and as TRUSTEE of the STERLING FAMILY TRUST ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned JUANA PARADA, individually, and on behalf of other aggrieved employees, v. ROCHELLE STERLING and DONALD T. STERLING, a married couple, doing business as BEVERLY HILLS PLAZA HOTEL & SPA, *et al*., initiated on November 14, 2023, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV27868.

1.2. "Administrator" means Phoenix Settlement Administrators (PSA), 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 approval of this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant in California during the PAGA Period and classified as non-exempt.

1.5. "Aggrieved Employee Data" means Aggrieved Employee's identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Linda M. Toutant, Esq. and Greg A. Garbacz, Esq. at Klinedinst PC, located at 777 S. Figueroa St., Suite 4000, Los Angeles, CA 90017.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means $55,900.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award and the Administrator's Expenses Payment.

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

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Ronald H. Bae, Esq. and Karen L. Wallace, Esq. at Aequitas Legal Group, APLC, the attorneys representing Plaintiff in the Action.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from August 29, 2022, to March 24, 2025.

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

1.21. "PAGA Notice" means Plaintiff's August 29, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($12,269.00), allocated 25% to the Aggrieved Employees ($3,067.25) and the 75% to LWDA ($9,201.75) in settlement of PAGA claims.

1.23. "Plaintiff" means Juana Parada, the named representative plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, affiliates, subsidiaries, parents, executors, administrators, attorneys, insurers, predecessors, successors, assigns, and representatives.

1.27. "Settlement" means the disposition of the PAGA Action effected by this Agreement and the Judgment.

1.28. "Defendant" means Rochelle Sterling and Donald T. Sterling, a married couple, in all capacities including individually and doing business as Beverly Hills Plaza Hotel & Spa, and as Beverly Hills Properties, Beverly Hills Properties, LLC, the Donald T. Sterling Corporation and for and as Trustee of the Sterling Family Trust.

2. RECITALS

2.1. On November 14, 2023, Plaintiff commenced this Action by filing a Complaint alleging claims against named defendants Beverly Hills Plaza Hotel & Spa, Beverly Hills Properties, LLC, and Donald T. Sterling Corporation, *dba* Beverly Hills Plaza Hotel & Spa. The Complaint alleged the following causes of action: 1) Failure to Pay Regular and Overtime Wages, Lab. Code §§ 510, 1194, 1197, 1197.1, and 1198; 2) Failure to Provide Compliant Meal Periods, Lab. Code §§ 226/7 and 512(a); 3) Failure to Provide Compliant Rest Periods, Lab. Code § 226.7; 4) Failure to Pay Wages Timely Upon Termination, Lab. Code §§ 201-203; 5) Failure to Pay Wages Timely During Employment, Lab. Code Lab. Code § 204; 6) Failure to Provide Accurate Itemized Wage Statements, Lab. Code Lab. Code § 226(a); 7) Violation of the Unfair Competition Law ("UCL"), Bus. & Prof. Code Lab. Code § 17200, *et seq*.; and 8) Penalties Pursuant to PAGA, Lab. Code Lab. Code § 2698, *et seq*. On January 17, 2024, Plaintiff filed a First Amended Complaint ("FAC") alleging the same causes of action against Defendant. The FAC is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 8, 2024, Plaintiff's individual claims were ordered to arbitration and the remaining representative PAGA portion of FAC was stayed until arbitration is completed. Plaintiff submitted her Demand for Arbitration to the American Arbitration Association on June 6, 2024.

2.4. On July 23, 2025, the Parties participated in an all-day mediation presided over by Michael D. Young, Esq. of Judicate West, which led to an Agreement to settle Plaintiff's individual claims and the PAGA Action. Settlement of Plaintiff's individual claims is by separate agreement, and conditional upon the Court's approval of this PAGA Settlement.

2.5. Prior to mediation, Plaintiff obtained, through formal and informal discovery, timekeeping and payroll data for Plaintiff and other Aggrieved Employees, as well as Defendant's written policies, including the Employee Handbook in effect during Plaintiff's employment, and deposition testimony from the Plaza Hotel's Assistant Manager.

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 approval of this Settlement. (Settlement of Plaintiff's individual claims by separate agreement is conditional upon the Court's approval of this PAGA Settlement.)

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $55,900.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $18,631.00 and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. 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 Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes 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.

3.2.2 To Plaintiff: For her service to the State of California and to all Aggrieved Employees, a Service Award not to exceed $1,000.00, except for a showing of good cause and as approved by the Court. If the Court approves an amount less than the $1,000.00 requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $4,000.00, 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 $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $12,269.00 to be paid from the Gross Settlement Amount, with 75% ($9,201.75) allocated to the LWDA PAGA Payment and 25% ($3,067.25) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,067.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 87 Aggrieved Employees who worked a total 2,190 (and no more than 2,200) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

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

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period, which claims are released by separate individual agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

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

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement

Administrators ("PSA") to serve as the Administrator and verified that, as a condition of appointment, PSA 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND LIMITS

Based on its records, Defendant estimates that, for the PAGA Period, and based upon all available information as of the date of this Settlement Agreement, (1) there are 87 Aggrieved Employees who worked 2,190 (and no more than 2,200) Pay Periods during the PAGA Period of August 29, 2022 through and including March 24, 2025.

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, (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, 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 Net 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 Operative Complaint 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 Plaintiff reserves 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).

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

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

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

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

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

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

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff	To Defendant
Ronald H. Bae rbae@aequitaslegalgroup.com Karen L. Wallace kwallace@aequitaslegalgroup.com AEQUITAS LEGAL GROUP A Professional Law Corporation 1156 E. Green Street, Suite 200 Pasadena, California 91106 Telephone: (213) 674-6080 Facsimile: (213) 674-6081	Greg A. Garbacz ggarbacz@KlinedinstLaw.com Linda Toutant ltoutant@KlinedinstLaw.com KLINEDINST PC 777 S. Figueroa Street, Suite 4000 Los Angeles, California 90017 Telephone: (213) 442-7000 Facsimile: (213) 406-1101

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the 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.

PLAINTIFF JUANA PARADA

X______________________________
Date:

DEFENDANT ROCHELLE STERLING AND DONALD T. STERLING, a married couple, et al.

X Rochelle Sterling
Print Name: Rochelle Sterling
Title: Authorized Representative
Date: 9-2-25

APPROVED AS TO FORM

AEQUITAS LEGAL GROUP, APLC

X______________________________
Ronald H. Bae
Karen L. Wallace
Date: 9/5/2025

KLINEDINST PC

X______________________________
Linda M. Toutant
Greg A. Garbacz
Date: 9/2/25

A la Demandante	Al Demandado
Ronald H. Bae rbae@aequitaslegalgroup.com Karen L. Wallace kwallace@aequitaslegalgroup.com AEQUITAS LEGAL GROUP A Professional Law Corporation 1156 E. Green Street, Suite 200 Pasadena, California 91106 Teléfono: (213) 674-6080 Fax: (213) 674-6081	Greg A. Garbacz ggarbacz@KlinedinstLaw.com Linda Toutant ltoutant@KlinedinstLaw.com KLINEDINST PC 777 S. Figueroa Street, Suite 4000 Los Ángeles, California 90017 Teléfono: (213) 442-7000 Fax: (213) 406-1101

10.16. Ejecución en contrapartes. El presente Contrato podrá ejecutarse en uno o varios ejemplares por fax, por vía electrónica (por ejemplo, DocuSign) o por correo electrónico, que a efectos del presente Contrato se aceptarán como originales. Todas las contrapartes ejecutadas y cada una de ellas se considerarán un único y mismo instrumento si los abogados de las Partes intercambian entre sí las contrapartes firmadas. Toda contraparte ejecutada será admisible como prueba para demostrar la existencia y el contenido del presente Acuerdo.

10.17. Suspensión del litigio. Las Partes acuerdan que tras la firma de este Acuerdo se suspenderá el litigio, excepto para hacer efectivos los términos de este Acuerdo. Las Partes acuerdan además que a la firma de este Acuerdo que, de conformidad con la sección 583.330 del CCP, se prorrogue la fecha para llevar el caso a juicio de conformidad con la sección 583.310 del CCP durante todo el período de este proceso de conciliación.

DEMANDANTE JUANA PARADA

X Juana Parada
Fecha: 09/05/2025

ACUSADO ROCHELLE STERLING Y DONALD T. STERLING, matrimonio, et al.

X________________________________
Nombre en letra de imprenta: Rochelle Sterling
Cargo: Representante autorizado
Fecha:

APROBADO EN CUANTO A LA FORMA

AEQUITAS LEGAL GROUP, APLC

X________________________________
Ronald H. Bae
Karen L. Wallace
Fecha:

KLINEDINST PC

X________________________________
Linda M. Toutant
Greg A. Garbacz
Fecha:

EXHIBIT C

~~[MODEL]~~ PAGA SETTLEMENT AGREEMENT[i]

This PAGA Settlement Agreement ("Agreement") is made by and between representative Plaintiff JUANA PARADA ("Plaintiff") and Defendant ROCHELLE STERLING and DONALD T. STERLING, a married couple, in all capacities, including individually and doing business as BEVERLY HILLS PLAZA HOTEL & SPA, and as BEVERLY HILLS PROPERTIES, BEVERLY HILLS PROPERTIES, LLC, the DONALD T. STERLING CORPORATION, and for and as TRUSTEE of the STERLING FAMILY TRUST ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned JUANA PARADA, individually, and on behalf of other aggrieved employees, v. ROCHELLE STERLING and DONALD T. STERLING, a married couple, doing business as BEVERLY HILLS PLAZA HOTEL & SPA, *et al*., initiated on November 14, 2023, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV27868.

1.2. "Administrator" means Phoenix Settlement Administrators (PSA), 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 approval of this Settlement.

1.4. "Aggrieved Employee" means ~~[e.g.,~~ a person employed by Defendant in California during the PAGA Period and classified as ~~a~~non-exempt ~~who worked for Defendant during the PAGA Period]~~.

1.5. "Aggrieved Employee Data" means Aggrieved Employee's identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Linda M. Toutant, Esq. and Greg A. Garbacz, Esq. at Klinedinst PC, located at 777 S. Figueroa St., Suite 4000, Los Angeles, CA 90017.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means $55,900.00 which is the total amount Defendant agrees to pay under the Settlement ~~except as provided in Paragraph 9 below~~. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award and the Administrator's Expenses Payment.

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

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Ronald H. Bae, Esq. and Karen L. Wallace, Esq. at Aequitas Legal Group, APLC, the attorneys representing ~~the~~ Plaintiff in the Action.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from August 29, 2022, to March 24, 2025.[ii]

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698~~.~~, *et seq*.).

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1.21. "PAGA Notice" means Plaintiff's August 29, 2023 letter to Defendant and the LWDA ~~[and Plaintiff's __ letter to Defendant and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($12,269.00), allocated 25% to the Aggrieved

Employees ($3,067.25) and the 75% to LWDA ($9,201.75) in settlement of PAGA claims.

1.23. “Plaintiff” means Juana Parada, the named representative plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, ~~[~~members~~]~~, affiliates, subsidiaries, parents, executors, administrators, attorneys, insurers, predecessors, successors, assigns, and representatives~~, [subsidiaries] [affiliates]~~.

1.27. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.

1.28. “Defendant” means ~~named defendant~~ Rochelle Sterling and Donald T. Sterling, ~~-~~a married couple, in all capacities including individually and ~~*dba* Beverly Hills Plaza Hotel & Spa.~~ doing business as Beverly Hills Plaza Hotel & Spa, and as Beverly Hills Properties, Beverly Hills Properties, LLC, the Donald T. Sterling Corporation and for and as Trustee of the Sterling Family Trust.

2. RECITALS

2.1. On November 14, 2023, Plaintiff commenced this Action by filing a Complaint alleging claims ~~causes of action~~ against named defendants Beverly Hills Plaza Hotel & Spa, Beverly Hills Properties, LLC, and Donald T. Sterling Corporation, *dba* Beverly Hills Plaza Hotel & Spa. The Complaint alleged the following causes of action~~for~~ : 1) Failure to Pay Regular and Overtime Wages, Lab. Code §§ 510, 1194, 1197, 1197.1, and 1198; 2) Failure to Provide Compliant Meal Periods, Lab. Code §§ 226/7 and 512(a); 3) Failure to Provide Compliant Rest Periods, Lab. Code § 226.7; 4) Failure to Pay Wages Timely Upon Termination, Lab. Code §§ 201-203; 5) Failure to Pay Wages Timely During Employment, Lab. Code Lab. Code § 204; 6) Failure to Provide Accurate Itemized Wage Statements, Lab. Code Lab. Code § 226(a); 7) Violation of the Unfair Competition Law (“UCL”), Bus. & Prof. Code Lab. Code § 17200, *et seq*.; and 8) Penalties Pursuant to PAGA, Lab. Code Lab. Code § 2698, *et seq*. ~~[The Complaint is the operative complaint in the Action (the “Operative Complaint.”)]~~ ~~[~~On January 17, 2024, Plaintiff filed a ~~[e.g.,~~ First Amended Complaint~~]~~ (“FAC”) alleging the same causes of action against Defendant. The FAC~~[e.g., First Amended] Complaint~~ is the operative complaint in the Action (the “Operative Complaint.”)~~]~~. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 8, 2024, Plaintiff's individual claims were ordered to arbitration and the remaining representative PAGA portion of FAC was stayed until arbitration is completed. Plaintiff submitted her Demand for Arbitration to the American Arbitration Association on June 6, 2024.

2.~~3~~4. On July 23, 2025, the Parties participated in an all-day mediation presided over by Michael D. Young, Esq. of Judicate West, which led to an ~~this~~ Agreement to settle Plaintiff's individual claims and the PAGA ~~the~~ Action. Settlement of Plaintiff's individual claims is by separate agreement, and conditional upon the Court's approval of this PAGA Settlement.

~~☐ (describe alternative means of negotiation).~~

2.~~4~~5. Prior to ~~☐~~ mediation~~— ☐ negotiating the Settlement~~, Plaintiff obtained, through ~~☐~~ formal ~~☐~~ and informal discovery, timekeeping and payroll data for Plaintiff and other A~~a~~ggrieved E~~e~~mployees, as well as Defendant's written policies, including the Employee Handbook in effect during Plaintiff's employment, and deposition testimony from the Plaza Hotel's Assistant Manager.

2.~~5~~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 approval of ~~e~~ this Settlement. (Settlement of Plaintiff's individual claims by separate agreement is conditional upon the Court's approval of this PAGA Settlement.)

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $55,900.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.[iii] The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $18,631.00 and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. 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

Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes 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.

3.2.2 To Plaintiff: For her service to the State of California and to all Aggrieved Employees, a Service Award not to exceed $1,000.00, except for a showing of good cause and as approved by the Court. If the Court approves an amount less than the $1,000.00 requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.~~2~~3. To the Administrator: An Administrator Expenses Payment not to exceed $4,000.00, 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 $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.~~3~~4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $12,269.00 to be paid from the Gross Settlement Amount, with 75% ($9,201.75) allocated to the LWDA PAGA Payment and 25% ($3,067.25) allocated to the Individual PAGA Payments.

3.2.~~3~~4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,067.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.~~3~~4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 87 Aggrieved Employees who worked a total 2,190 (and no more than 2,200)~~of~~ PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within ~~[e.g.,~~fifteen (15)~~]~~ days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ~~[~~fourteen (14)~~]~~ days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ~~[e.g.,~~ fourteen (14)~~]~~ days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, Plaintiff's Service Award, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within ~~[~~seven (7)~~]~~ days of receiving ~~a~~ returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~[~~to the California Controller's Unclaimed

Property Fund in the name of the Aggrieved Employee.

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

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5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and ~~his or~~ her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the PAGA Period],~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period ~~(said~~ , which claims are released by separate individual agreement~~)~~. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint ~~[,]~~ ~~[~~and~~]~~ the PAGA Notice.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

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

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty~~[~~ (30)~~]~~ days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("PSA") to serve as the Administrator and verified that, as a condition of appointment, PSA 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND LIMITS ~~[and ESCALATOR CLAUSE]~~

Based on its records, Defendant estimates that, for the PAGA Period, -and based upon all available information as ~~as~~ of the date of this Settlement Agreement, (1) there are 87 Aggrieved Employees who worked 2,190 (and no more than 2,200) Pay Periods- during the PAGA Period of August 29, 2022 through and including March 24, 2025.[iv]

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, (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, 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 Net 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 Operative Complaint 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 Plaintiff reserves 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).

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

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

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

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

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

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

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff	To Defendant
Ronald H. Bae rbae@aequitaslegalgroup.com Karen L. Wallace kwallace@aequitaslegalgroup.com AEQUITAS LEGAL GROUP A Professional Law Corporation 1156 E. Green Street, Suite 200 Pasadena, California 91106 Telephone: (213) 674-6080 Facsimile: (213) 674-6081	Greg A. Garbacz ggarbacz@KlinedinstLaw.com Linda Toutant ltoutant@KlinedinstLaw.com KLINEDINST PC 777 S. Figueroa Street, Suite 4000 Los Angeles, California 90017 Telephone: (213) 442-7000 Facsimile: (213) 406-1101

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the 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.

PLAINTIFF JUANA PARADA

X______________________________
Date:

DEFENDANT ROCHELLE STERLING AND DONALD T. STERLING, a married couple, et al.

X______________________________
Print Name: Rochelle Sterling
Title: Authorized Representative
Date:

APPROVED AS TO FORM

AEQUITAS LEGAL GROUP, APLC

X______________________________
Ronald H. Bae
Karen L. Wallace
Date:

KLINEDINST PC

X______________________________
Linda M. Toutant
Greg A. Garbacz
Date:

[i] This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and Defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (DEFENDANT). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

[ii] See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

[iii] The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

[iv] Insert negotiated terms, if any, addressing the possibility that DEFENDANT's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing DEFENDANT's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds DEFENDANT's estimates.

EXHIBIT D

[INTENTIONALLY LEFT BLANK]

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On September 16, 2025, I served the document described as **DECLARATION OF KAREN L. WALLACE IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Linda M. Toutant (158866)
Greg A. Garbacz (167007)
KLINEDINST PC
777 S. Figueroa St., Suite 4000
Los Angeles, CA 90017
Telephone: (213) 442-7000
Facsimile: (213) 406-1101
Email: ltoutant@klinedinstlaw.com
ggarbacz@klinedinstlaw.com

Attorneys for Defendant ROCHELLE STERLING and DONALD T. STERLING, a married couple, dba BEVERLY HILLS PLAZA HOTEL & SPA

☐ **(BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.

☐ **(BY EXPRESS MAIL):** I placed the above-described document in an envelope for collection and delivery on this date in accordance with the standard express mail procedures of the United States Postal Service.

☐ **(BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as full and complete service pursuant to Code of Civil Procedure § 1010.6.

☐ **(BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via Green Filing (authorized and court-approved Electronic Filing Service Provider).

☐ **(BY PERSONAL SERVICE):** I personally served the above-described document to the above addressee(s) on this day.

☑ **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 16, 2025, at Pasadena, California.

____
Ashley Castillo