PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Steve A. Cardenas ("Plaintiff" or "Cardenas") and defendant Maybourne Beverly Hills Operator, LLC ("Defendant" or "Maybourne"). The Agreement refers to Plaintiff and Maybourne collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against captioned *Steve A. Cardenas v. Maybourne Beverly Hills Operator, LLC*, No. 24STCV03383 (Los Angeles Superior Court), initiated on February 8, 2024 and pending in the Court.

1.2 "Administrator" means CPT Group, Inc., 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 an hourly, non-exempt employee of Defendant in the State of California during the PAGA Period (defined as July 18, 2022 through May 20, 2026).

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

1.6 "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 "Approval Order" means the Court's order granting approval of the Settlement.

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

1.9 "Defense Counsel" means Fisher & Phillips LLP.

1.10 "Effective Date" means the date on which the Judgment becomes final.

1.11 "Gross Settlement Amount" means Six Hundred Thousand Dollars ($600,000), which is the total amount Maybourne agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Plaintiff's incentive award for release of his

individual claims, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

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

1.13 "Incentive award" shall mean the amount paid to Plaintiff from the Gross Settlement Amount in exchange for his release of claims and work in representing the PAGA collective. The incentive award sought is $10,000, subject to Court approval.

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

1.15 "LWDA" means the California Labor and Workforce Development Agency.

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

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

1.18 "PAGA Counsel" means CounselOne, PC, the attorneys representing the Plaintiff in the Action.

1.19 "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.

1.20 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Maybourne for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from July 18, 2022 to May 20, 2026.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's November 3, 2023 letter to Maybourne and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), and Plaintiff's amended letter to the LWDA on or about July 29, 2026 providing notice pursuant to Labor Code section 2699.3.

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid

from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Steve A. Cardenas, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means Maybourne and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (including, but not necessarily limited to, Maybourne Hotel Ltd., Beverly Hills Acquisition LLC), any alleged joint employers of the Aggrieved Employees, including Dante Beverly Hills, LLC, their owners, officers, directors, employees, managers, partners, shareholders, agents, insurers, reimburses, and any other successors, assigns, as well as any joint or legal representatives.

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

1.29 "Maybourne" means named Defendant Maybourne Beverly Hills Operator, LLC.

2. RECITALS.

2.1 On February 8, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Maybourne for: (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Meal Period Liability, (4) Rest Break Liability, (5) Cal. Labor Code § 246 (Sick Pay Wages), (6) Failure to Provide Accurate Wage Statements, (7) Waiting Time Penalties, (8) Failure to Reimburse Business Expenses, (9) Violation of Labor Code § 1174(d) (Payroll Records), (10) Violation of Business and Professions Code § 17200, and (11) PAGA Penalties. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Maybourne 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, subdivision (a), Plaintiff gave timely written notice to Maybourne and the LWDA by sending the PAGA Notice.

2.3 On May 20, 2026, the Parties participated in an all-day mediation presided over by Kevin Barnes, which led to the Agreement.

2.4 Before mediation, Plaintiff obtained, through informal discovery, time and pay data, corporate policies and procedures, and example wage statements.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Maybourne promises to pay $600,000 and no more as the Gross Settlement Amount. Maybourne has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. 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 Maybourne.

3.2 Incentive Award: Plaintiff shall seek an Incentive Award of $10,000, to be paid from the Gross Settlement Amount, and to be approved by the Court.

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

3.3.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be $200,000, and PAGA Counsel Litigation Expenses Payment of not more than $20,000. Maybourne will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount 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 Litigation 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 Maybourne harmless, and indemnifies Maybourne, from any dispute or controversy regarding any division or sharing of any of these payments.

3.3.2 To the Administrator: An Administration Expenses Payment not to exceed $7,500, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $7,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.3 To the LWDA and Aggrieved Employees: PAGA Penalties will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.3.3.2 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 PAGA Pay Periods. Based on a review of its records to date, Maybourne estimates there are 835 Aggrieved Employees who worked a total of 45,608 PAGA Pay Periods.

4.2 Escalator Clause. If the actual pay periods worked by Aggrieved Employees during the PAGA Period increase by more than 10% (more than 50,168), Defendant shall have the option – without needing approval from PAGA Counsel or the Court – to either: (i) increase the Gross Settlement Fund on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the Gross Settlement Fund will increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of pay periods plus 10% are covered by the PAGA Period, provided it cannot be earlier than May 20, 2026.

4.3 Aggrieved Employee Data. Within 15 days of Court approval, Maybourne will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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 effect and perform under this Agreement. Maybourne 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 Maybourne 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.

4.4 Funding of Gross Settlement Amount. Maybourne shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.5 Payments from the Gross Settlement Amount. Within 14 days after Maybourne funds

the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5.1 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.

4.5.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the 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, as requested by the Aggrieved Employee before the void date.

4.5.3 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.

4.5.4 The payment of Individual PAGA Payments shall not obligate Maybourne 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.

5. RELEASES OF CLAIMS. Effective on the date when Maybourne 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 Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), 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: 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").

For clarity, the release extends to all claims for PAGA penalties for alleged violations of the California Labor Code concerning unpaid minimum wages, unpaid wages/tips, unpaid overtime wages, off the clock work, meal break and rest break violations, wage statement violations, waiting time penalties, business expenses, sick pay wages, and failure to provide adequate seating, including Cal. Labor Code Sections 90.5, 200-204, 201, 202, 203, 204, 210, 218.5, 218.6, 223,225.5, 226, 226(a), 226.3, 226.7, 246, 256, 351, 353, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, IWC Wage Order(s), Wage Order No. 5, Wage Order No. 5-2001, and Cal. Code Regs. Tit. 8, Section 11050.

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, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. 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 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, administrators, successors and assigns, and subsidiaries and affiliated corporations (including, but not necessarily limited to, Maybourne Hotel Ltd., Beverly Hills Acquisition LLC), any alleged joint employers of the Aggrieved Employees, including Dante Beverly Hills, LLC, their owners, officers, directors, employees, managers, partners, shareholders, agents, insurers, reinsurers, and any other successors, assigns, as well as any joint or legal representatives ("the Released Partes"), the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice, Amended PAGA Notice, or the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

Those claims include, but are not necessarily limited to, claims under PAGA based on theories of: (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Meal Period Liability, (4) Rest Break Liability, (5) Cal. Labor Code § 246 (Sick Pay Wages), (6) Failure to Provide Accurate Wage Statements, (7) Waiting Time Penalties, (8) Failure to Reimburse Business Expenses, (9) Violation of Labor Code § 1174(d) (Payroll Records), (10) Failure to Pay All Wages Due (including as to Tips), and (11) Failure to Provide Adequate Seating.

For clarity, the release extends to all claims for PAGA penalties for alleged violations of the California Labor Code Sections 90.5, 200-204, 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226(a), 226.3, 226.7, 246, 256, 351, 353, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, applicable IWC Wage Order(s), and Cal. Code Regs. Tit. 8, Section 11050.

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, subdivision (f)(2)) including: (i) a draft Approval Order; (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 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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Superior Court of Los Angeles County's Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

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 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 Approval Order 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 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 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 CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. 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.

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

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. 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 Maybourne that any of the allegations in the Operative Complaint have merit or that Maybourne has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Maybourne'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, Maybourne reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Maybourne'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).

9.2 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Maybourne, 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.

9.4 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 and 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 or the Court for resolution.

9.5 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Maybourne 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.

9.7 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.

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

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

9.11 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.

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

9.13 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.

9.14 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.

9.15 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:

To Plaintiff:

Anthony J. Orshansky (SBN 199364)
anthony@counselonegroup.com
Paul Bartholomew Quintans (SBN 308085)
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CounselOne, PC
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Telephone: (310) 277-9945
Facsimile: (424) 277-3727

To Defendant:

Todd B. Scherwin (SBN 239848)
E-Mail: tscherwin@fisherphillips.com
Landon R. Schwob (SBN 280908)
E-Mail: lschwob@fisherphillips.com
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FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

9.16 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.

9.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[Signatures on following page.]

Plaintiff, Steve A. Cardenas	For Defendant Maybourne Beverly Hills Operator, LLC
08 / 26 / 2026	8/13/2026
(Dated)	(Dated)
Counsel for Plaintiff	Counsel for Maybourne
August 25, 2026	8/6/2026
(Dated)	(Dated)

Sally Lloyd
Sally Lloyd (Aug 13, 2026 10:48:19 GMT+1)

Jacob Waschak