

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendants IHG Management (Maryland) LLC, Inter-Continental Hotels Corporation, InterContinental Hotels Group Resources, LLC, Intercontinental Hotels of San Francisco, Inc., Six Continents Hotels, Inc., Kimpton Hotel & Restaurant Group, LLC and KHRG Canary LLC (“Defendants”), and Plaintiffs Robert Martinez, Mark Wise, and Waverly LaTourette (“Plaintiffs,” and collectively with Defendants, “the Parties”), as individuals and on behalf of the Class.

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “**Actions**” means all operative and the most recent complaints filed in the following cases:

1.1.1 *Robert Martinez, as an individual and on behalf of all others similarly situated v. IHG Management (Maryland) LLC et al.*, United States District Court, Southern District of California, Case No. 3:24-cv-00210-L-DEB (“*Martinez Class Action*”);

1.1.2 *Robert Martinez, on behalf of the State of California and All Aggrieved Employees v. IHG Management (Maryland) LLC et al.*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00008504-CU-OE-CTL (“*Martinez PAGA Action*”);

1.1.3 *Mark Wise as an individual and on behalf of all other members of the general public similarly situated v. InterContinental Hotels Group Resources, LLC et al.*, United States District Court, Northern District of California, Case No.: 3:24-cv-01161-AMO (“*Wise Class Action*”); and

1.1.4 *Mark Wise, individual, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act v. InterContinental Hotels Group Resources, LLC et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-24-61459 (“*Wise PAGA Action*”);

1.1.5 *Waverly LaTourette, as an individual and on behalf of all others similarly situated Class Members v. Kimpton Hotel & Restaurant Group, LLC et al.*, United States District Court,

Northern District of California, Case No. 3:24-cv-02947-VC (“*LaTourette* Class Action”); and

1.1.6 *Waverly LaTourette, on behalf of the State of California and All Aggrieved Employee v. Kimpton Hotel & Restaurant Group, LLC et al.*, Superior Court of the State of California, County of San Francisco., Case No. CGC-24-613335 (“*LaTourette* PAGA Action”).

1.2 “**Aggrieved Employees**” means all current and former hourly-paid or non-exempt employees who worked for Defendants and/or the Released Parties in California at any time during the period from June 6, 2024 through March 5, 2025. (“PAGA Period”).

1.3 “**Agreement**” refers to this Class and Representative Action Settlement Agreement and Release entered into by the Parties for the resolution of these Actions.

1.4 “**Class Counsel**” refers to Crosner Legal, PC, and Aequitas Legal Group, as counsel for the *Martinez/Wise* Subclass. The Parties further agree to the designation of Crosner Legal, PC for the *LaTourette* Subclass.

1.5 “**Class Counsel Fees and Costs**” means payment to Class Counsel from the Gross Settlement Amount and approved by the Court for recoverable attorneys’ fees and reimbursement of litigation costs and expenses related to the Actions, which include reasonable fees, costs, expenses incurred to date, as well as all such reasonable fees, costs, and expenses incurred in documenting the Settlement, securing approval of the Settlement, and administering and obtaining a judgment and/or dismissal of the Actions. Subject to the Court’s approval, it is agreed by the Parties that the Class Counsel Fees are not to exceed 33.33% of the Gross Settlement Amount of \$2,800,000.00 (or \$933,333.33), as supported by declaration and any additional documentation or information as required by the Court. Defendants agree not to contest the amount of Class Counsel Fees and Costs, provided that they are consistent with the terms of this Agreement. The Class Counsel Fees and Cost are not a material term of the Agreement. If the Court reduces the amount of Class Counsel Fee and Cost, all other terms of this Agreement shall remain in effect.

1.6 “**Class Members**” refers to two subclasses, defined as follows:

- (1) “*Martinez/Wise* Subclass” consists of all current and former hourly-paid or non-exempt employees who worked for Defendants IHG Management (Maryland) LLC, Inter-Continental Hotels Corporation, or Inter-Continental Hotels Corporation, InterContinental

Hotels of San Francisco, Inc., or any of the Released Parties at any of the IHG Hotels¹ in California at any time during the period from August 8, 2021 through March 5, 2025 (“*Martinez/Wise* Subclass Period”); and

(2) “*LaTourette* Subclass” consists of all current and former hourly-paid or non-exempt employees who worked for Defendants Kimpton Hotel & Restaurant Group, LLC, KHRG Canary LLC, or any of the Released Parties at any of the Kimpton Hotels² in California at any time during the period from August 25, 2022 through March 5, 2025 (“*LaTourette* Subclass Period”).

1.7 “**Class Payment(s)**” means each Participating Class Member’s respective share of the Net Settlement Amount.

1.8 “**Class Representatives**” shall refer to those Plaintiffs who are receiving an Enhancement Award per this Agreement.

1.9 “**Court**” refers to the San Diego Superior Court overseeing the *Martinez* PAGA Action or another state or federal court with competent jurisdiction to approve the proposed class action and representative action settlement.

1.10 “**Data List**” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within 30 calendar days after Preliminary Approval of this Settlement by the Court. The Data List will be formatted in Microsoft Office Excel and will include each individual’s full name, last known mailing address and telephone number (if available), Social Security number, number of workweeks, and all necessary information to prepare and calculate the Class Payments. For purposes of this Agreement, the Data List in Defendants’ records shall be considered the official information to be used for this Settlement.

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¹ IHG Hotels include (1) InterContinental San Diego Hotel, (2) Hotel Indigo San Diego, (3) InterContinental San Francisco Hotel, (4) Holiday Inn Express & Suites San Francisco Fisherman’s Wharf, (5) InterContinental Los Angeles Downtown Hotel, (6) Hotel Indigo Los Angeles, (7) Regent Santa Monica Hotel, (8) Holiday Inn Los Angeles Gateway-Torrance, and (9) InterContinental Mark Hopkins San Francisco Hotel.

² Kimpton hotels include (1) Kimpton Sawyer Hotel, (2) Kimpton Enso Hotel, (3) Kimpton Canary Hotel, (4) Kimpton Rowan Palm Springs Hotel, (5) Kimpton Alma Hotel (no longer managed by Kimpton as of 10/07/24), (6) Kimpton Palomar Los Angeles Beverly Hills Hotel, (7) Kimpton La Peer Hotel, (8) Kimpton Hotel Wilshire, (9) Kimpton Everly Hotel, (10) Kimpton Shorebreak Huntington Beach Resort, and (11) Kimpton Alton Hotel (no longer managed by Kimpton as of 04/03/2024).

1.11 “**Defense Counsel**” refers to Leo Q. Li, Eric E. Hill, Yoon-Woo Nam, and Ping Wang of Seyfarth Shaw LLP.

1.12 “**Effective Date**” means the date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement and entered judgment thereof; and (ii) the Court’s judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to seek any further appellate or discretionary review in any court of competent jurisdiction; or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.13 “**Enhancement Awards**” Plaintiffs may request that the Court approve an enhancement payment to Plaintiffs Martinez, Wise, and LaTourette, in an amount not to exceed \$10,000.00 each. Defendants will not oppose this request. The Court’s approval of the Enhancement Payments is not a material term of the settlement. Any amount not approved by the Court shall be allocated to the Net Settlement Amount.

1.14 “**Final Approval Hearing**” refers to the hearing at which the Court will make a final determination whether the terms of the Agreement are fair, reasonable, and adequate and meet all applicable requirements for final approval.

1.15 “**Gross Settlement Amount**” means the amount that is allocated towards the resolution of the Actions, in an amount not to exceed \$2,800,000.00. The Gross Settlement Amount shall be inclusive of (i) Settlement Administration Costs; (ii) PAGA Payment; (iii) Net Settlement Amount; (iv) Enhancement Awards, and (v) Class Counsel Fees and Costs. The Gross Settlement Amount does not include the employer’s share of the payroll taxes on the wages portion of Class Payments. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason. If the Court requires an increase to the Gross Settlement Amount, Defendants shall have the right to void the Agreement.

1.16 “**LWDA**” refers to the California Labor and Workforce Development Agency.

1 1.17 “**Net Settlement Amount**” is the amount available for distribution to Participating Class
2 Members on a pro rata basis based on their number of Workweeks worked, and will be the Gross
3 Settlement Amount less (i) Settlement Administration Costs, (ii) PAGA Payment, (iii) Enhancement
4 Awards, and (iv) court-approved Class Counsel Fees and Costs. The entire Net Settlement Amount shall
5 be distributed to the Participating Class Members.

6 1.18 “**Notice**” refers to the document substantially in the form attached as **Exhibit A**, which
7 will be distributed to all Class Members. The notice will explain the terms of the Agreement, including
8 (i) information regarding the nature of the Actions; (ii) a summary of the principal terms of the
9 Agreement; (iii) the Class Member and Aggrieved Employee definitions; (iv) the total number of
10 Workweeks each respective Class Member worked for Defendants during the Subclass Periods; (v) the
11 estimated Class Payment (if applicable) from the Net Settlement Amount to each Class Member; (vi) the
12 formula for calculating the settlement payments; (vii) instructions on how to submit Requests for
13 Exclusion, Notices of Objection, and Workweeks disputes; (viii) the Response Deadline; and (ix) the
14 claims to be released under the Class Settlement. The Notice will be printed in English only, because
15 Class Members can speak, write, and understand English.

16 1.19 “**PAGA**” refers to the California Private Attorneys General Act of 2004, Cal. Lab. Code
17 §§ 2699, *et seq.*

18 1.20 “**PAGA Payment**” shall be \$100,000.00, as civil penalties, to be paid from the Gross
19 Settlement Amount. The PAGA Payment shall be allocated as follows: 75% of the PAGA Payment will
20 be paid to the LWDA, and 25% of the PAGA Payment will be paid to the Aggrieved Employees
21 pursuant to Labor Code § 2699(i).

22 1.21 “**PAGA Period**” shall mean the time period from June 6, 2024 through March 5, 2025.

23 1.22 “**Workweeks**” will be determined using the dates of active employment by Defendants
24 (i.e., exclusive of leaves of absences) in California during the Subclass Periods. Defendants’
25 employment records will be determinative for purposes of calculating the Workweeks and any payments
26 under the Settlement. If an individual worked during any day of the Workweek, the Workweek shall be
27 included in their pro rata share of the Net Settlement Amount.

28 1.23 “**Participating Class Members**” are all Class Members who do not submit a timely and

valid Request for Exclusion.

1.24 “**Released Class Claims**” shall mean any and all claims that were pled or could have been pled based on the factual allegations in the operative or prior complaints in the Actions, arising during the Subclass Periods, including, but not limited to, any claim for failure to provide meal or rest periods, any claim for failure to pay premiums for non-compliant meal or rest periods, or to pay such premiums at the regular rate, failure to pay minimum wage, failure to pay overtime wages or overtime wages at the regular rate of pay, regular rate violations, reporting time pay violations, sick leave violations, failure to reimburse business expenses, failure to pay timely wages during employment, failure to pay or provide vacation or PTO pay, failure to pay accrued wages upon termination of employment (including vacation or PTO pay), failure to furnish accurate and itemized wage statements, failure to maintain accurate records, unlawful deductions, and any class action claims that were brought or could have been brought based on the factual allegations contained in the operative complaint in the Actions arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.7, 256, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the California Unfair Competition Law, Business and Professions Code §§ 17200 *et seq.*, California Civil Code §§ 1786 *et seq.*, 15 U.S.C. §§ 1681 *et seq.*, and California Industrial Welfare Commission Wage Orders No. 5-2001, 7-2001, or any other applicable Wage Order. The Released Class Claims as described above shall include any remedies for any of the claims described herein, including, damages, penalties of any nature, restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys’ fees and costs. The Parties stipulate that beyond the Gross Settlement Amount, and Defendants’ share of any payroll taxes, Defendants shall not owe any further monies to the Participating Class Members based upon the claims made in the Actions.

1.25 “**Released PAGA Claims**” shall refer to any and all PAGA claims that are alleged in the Lawsuits and/or are premised upon the California Labor Code §§ 201, 202, 203, 204, 208, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 233, 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1 1024.5, 1174, 1182, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, California Industrial Welfare Commission Wage Orders No. 5-2001, 7-2001, or any applicable Wage Order, or claims covered by the Release of the Class Action

1 Claims as to all alleged Aggrieved Employees.

2 1.26 “**Released Parties**” shall mean Defendants and all of their present and former parent
3 companies, subsidiaries, affiliates and joint ventures (including, but not limited to, KHRG Sacramento
4 LLC, KHRG NPC LLC, KHRG Employer LLC, KHRG Westwood LLC, KHRG Wilshire LLC, KHRG
5 Argyle LLC, KHRG SF Wharf LLC, KHRG SF Wharf U2 LLC, KHRG Canary LLC, KHRG Sutter
6 LLC, KHRG La Peer LLC, KHRG Huntington Beach LLC, Today’s V, Inc., Summit Hotel TRS 030,
7 LLC, Greenland LA Metropolis Hotel Development LLC, B9 Select Blue TRS LLC, Hanjin
8 International Corp., LFS Development, LLC, CDC San Francisco, LLC, Leadwell Global Property LLC,
9 DCP SF Columbus Ave Owner LLC, XHR Santa Barbara, LLC, Argyle Hotel, LLC, BSREP III SD
10 Hotel TRS LLC, KHP III SF Sutter LLC, RHCP Lessee LLC, LA OSM Wilshire LLC, La Peer Hotel
11 Owner LLC, NPC Hotel, LLC, SG Downtown LLC, DiamondRock HB Tenant, LLC, and DTRS Santa
12 Monica, L.L.C.) and all of their present or former officers, directors, employees, agents, servants,
13 registered representatives, insurers, successors and assigns, attorneys of the entities listed in this
14 paragraph and any other persons acting by through, under or in concert with any of them.

15 1.27 “**Response Deadline**” means the deadline by which Class Members must postmark or fax
16 to the Settlement Administrator the Requests for Exclusion, Notices of Objection, and/or Workweeks
17 disputes. The Response Deadline will be 30 calendar days from the initial mailing of the Notice by the
18 Settlement Administrator, unless the 30th calendar day falls on a Sunday or State holiday, in which case
19 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Those
20 Class Members who receive a re-mailed Notice, whether by skip-trace or otherwise, will have an
21 additional 21 calendar days to submit Requests for Exclusion, Notices of Objection, and/or Workweeks
22 disputes.

23 1.28 “**Settlement Administrator**” refers to Simpluris.

24 1.29 “**Settlement Administration Cost**” refers to all of the expenses for administering the
25 settlement, to be paid from the GSA. The Parties will mutually agree on a Settlement Administrator,
26 who will submit an estimated bid for its services prior to the filing of a motion for preliminary approval.
27 The Settlement Administration Costs are currently estimated to be \$28,511.00
28

1 **2. RECITALS**

2 **2.1 The *Martinez* Class and PAGA Actions**

3 2.1.1 On December 28, 2023, Plaintiff Robert Martinez filed a wage and hour class
4 action against Defendants IHG Management (Maryland) LLC Inter-Continental Hotels Corporation and
5 Intercontinental Hotels Group Resources, LLC in the Superior Court of the State of California, County
6 of San Diego, entitled *Robert Martinez, as an individual and on behalf of all others similarly situated v.*
7 *IHG Management (Maryland) LLC et al.*, Case No. 37-2023-00056196-CU-OC-CTL, alleging the
8 following causes of action against Defendants IHG Management (Maryland) LLC, Inter-Continental
9 Hotels Corporation, and Intercontinental Hotels Group Resources, LLC: (1) Recovery of Unpaid
10 Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to
11 Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or
12 Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure
13 to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business
14 Expenses; and (8) Unfair Competition (“*Martinez* Class Action”). On February 15, 2024, Defendants
15 removed this action to the United States District Court, Southern District of California, Case No. 3:24-
16 cv-00210-L-DEB.

17 2.1.2 On February 23, 2024, Plaintiff Robert Martinez filed a wage and hour PAGA
18 representative action against Defendants IHG Management (Maryland) LLC, Inter-Continental Hotels
19 Corporation, and Intercontinental Hotels Group Resources, LLC in the Superior Court of the State of
20 California, County of San Diego, entitled *Robert Martinez, on behalf of the State of California and All*
21 *Aggrieved Employees v. IHG Management (Maryland) LLC et al.*, Case No. 37-2024-00008504-CU-
22 OE-CTL, alleging Violation of Private Attorneys General Act (“*Martinez* PAGA Action”).

23 **2.2 The *Wise* Class and PAGA Actions**

24 2.2.1 On December 28, 2023, Plaintiff Mark Wise filed a wage and hour class action
25 against Defendants InterContinental Hotels Group Resources, LLC, IHG Management (Maryland) LLC,
26 InterContinental Hotels of San Francisco, Inc., and Six Continents Hotels, Inc. in the Superior Court of
27 the State of California, County of San Francisco, entitled *Mark Wise, individually and on behalf of other*
28 *members of the general public similarly situated v. InterContinental Hotels Group Resources, LLC et*

1 *al.*, Case No. CGC-23-611350, alleging the following causes of action against Defendants
2 InterContinental Hotels Group Resources, LLC, IHG Management (Maryland) LLC, InterContinental
3 Hotels of San Francisco, Inc., and Six Continents Hotels, Inc: (1) (1) failure to pay regular and overtime
4 wages under California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198; (2) failure to provide
5 accurate itemized wage statements under California Labor Code § 226(a); (3) failure to reimburse
6 necessary business-related expenses under California Labor Code §§ 2800 and 2802; and (4) unfair
7 business practices under California Business and Professions Code §§ 17200 *et seq.* (“*Wise Class*
8 *Action*”). On February 26, 2024, Defendants removed this action to the United States District Court,
9 Northern District of California, Case No. 3:24-cv-01161-AMO.

10 2.2.2 On May 23, 2024, Plaintiff Mark Wise filed a wage and hour PAGA
11 representative action against Defendants InterContinental Hotels Group Resources, LLC, IHG
12 Management (Maryland) LLC, InterContinental Hotels of San Francisco, Inc., and Six Continents
13 Hotels, Inc. in the Superior Court of the State of California, County of San Francisco, entitled *Mark*
14 *Wise, individually and on behalf of other aggrieved employees pursuant to the Private Attorneys*
15 *General Act*, Case No. CGC-24-614959, alleging Violation of Private Attorneys General Act (“*Wise*
16 *PAGA Action*”).

17 2.2.3 On June 20, 2024, Defendants filed a Motion to Stay Proceedings in the *Wise*
18 *Class Action*, pursuant to the first-to-file rule, as well as the Court’s inherent power to manage its docket
19 and stay proceedings. On September 30, 2024, the Court granted Defendants’ motion and stayed the
20 *Wise Class Action* until the Court ruled on class certification in the *Martinez Class Action*.

21 2.3 The *LaTourette Class* and PAGA Actions

22 2.3.1 On March 22, 2024, Plaintiff Waverly LaTourette filed a wage and hour PAGA
23 representative action against Defendants Kimpton Hotel & Restaurant Group, LLC and KHRG Canary
24 LLC in the Superior Court of the State of California, County of San Francisco, entitled *Waverly*
25 *LaTourette, on behalf of the State of California and all Aggrieved Employees v. Kimpton Hotel &*
26 *Restaurant Group et al.*, Case No. CGC-24-613335, alleging Violation of Private Attorneys General Act
27 (“*LaTourette PAGA Action*”).

28 2.3.2 On March 26, 2024, Plaintiff Waverly LaTourette filed a wage and hour class

1 action against Defendants Kimpton Hotel & Restaurant Group, LLC and KHRG Canary LLC in the
2 Superior Court of the State of California, County of San Francisco, entitled *Waverly LaTourette, as an*
3 *individual and on behalf of all other similarly situated Class Members v. Kimpton Hotel & Restaurant*
4 *Group et al.*, Case No. CGC-24-613426, alleging the following causes of action against Defendants
5 Kimpton Hotel & Restaurant Group, LLC and KHRG Canary LLC: (1) recovery of unpaid minimum
6 wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal
7 periods; (4) failure to provide rest periods; (5) failure to produce records in violation of Labor Code
8 section 226; (6) failure to timely pay all wages due upon separation of employment; (7) failure to
9 reimburse business expenses; and (8) unfair competition (“*LaTourette* Class Action”). On May 15, 2024,
10 Defendants removed this action to the United States District Court, Northern District of California, Case
11 No. 3:24-cv-02947-VC.

12 2.3.3 On June 24, 2024, Plaintiff and Defendants jointly filed a Stipulation to Stay
13 Proceedings in the *LaTourette* PAGA Action, pursuant to the Court’s inherent power to manage its
14 docket and stay proceedings and avoid potentially inconsistent rulings. On July 10, 2024, the Court
15 granted the parties’ Stipulation, and stayed the *LaTourette* PAGA Action until the Court ruled on
16 *LaTourette* Class Action.

17 2.4 **The Parties Conducted Extensive Amount Of Formal And Informal Discovery**

18 2.4.1 Plaintiffs and Defendants engaged in written discovery. Defendants completed
19 the deposition of Plaintiff Robert Martinez’s expert witness regarding purported class wide damages and
20 PAGA penalties, and Plaintiff Robert Martinez deposed Defendants’ person most knowledgeable under
21 Fed. R. Civ. P. 30(b)(6).

22 2.4.2 The Parties also engaged in extensive informal discovery after agreeing to attend
23 private mediation. As part of the informal discovery process, Defendants provided Plaintiffs with all of
24 the relevant collective bargaining agreements, written policies, and procedures, including written
25 policies on timekeeping, meal and rest periods, scheduling, and recordkeeping.

26 2.4.3 Defendants also provided Plaintiffs with a random sample of employment data
27 for approximately 10% of the proposed class, or approximately 6,995 employees. The sample included
28 daily time records showing the start and stop time for each shift based on employee time punches, the

1 start and stop time for meal periods based on employee time punches, and payroll records showing the
2 hours worked, regular earnings, overtime earnings, and bonuses (if any). Defendants also furnished
3 Plaintiffs with the proposed class census data, showing the number of current and former non-exempt
4 employees. Defendants also provided information on the total amount of meal and rest period premiums
5 paid, expense reimbursement payments made, and waiting time penalties paid to the Class Members.

6 2.4.4 Through both formal and informal discovery, Defendants have produced over
7 17,953 pages of documents to Plaintiffs.

8 2.4.5 Class Counsel represent they have thoroughly investigated Plaintiffs' claims
9 against Defendants and interviewed several Class Members. Class Counsel further represent they have
10 conducted their own investigation into the underlying facts, events, and issues related to the subject
11 matter of the Actions, including the review of the time and payroll records produced by Defendants. In
12 addition, Class Counsel represent that they have further undertaken an extensive analysis of the legal
13 principles applicable to the claims asserted against Defendants, and the potential defenses thereto. All
14 Parties have had ample opportunity to evaluate their respective positions on the merits of the claims
15 asserted.

16 2.5 **Private Mediation**

17 2.5.1 On September 16, 2024, the Parties attended a full-day mediation with Mr.
18 Louis Marlin, a highly-respected and experienced mediator in wage-and-hour class action cases.

19 2.5.2 After a full-day mediation, the Parties reached an impasse, but continued
20 settlement negotiations with the assistance from the mediator.

21 2.6 **Settlement Conference**

22 2.6.1 On December 5, 2024, the Parties attended the Mandatory Settlement
23 Conference in the *Martinez* Class Action, mediated by United States District Court Magistrate Judge
24 Daniel E. Butcher. Thereafter, the Parties ultimately reached an agreement to settle the six Actions.

25 2.6.2 The Parties have agreed to settle the Actions for an amount not to exceed
26 \$2,800,000 (i.e., the Gross Settlement Amount). In no event will Defendants be liable for more than the
27 Gross Settlement Amount, except Defendants shall pay the employer's share of payroll taxes on the
28 Class Payments separately and in addition to the Gross Settlement Amount. The entire Gross Settlement

Amount will be disbursed pursuant to the terms and conditions of this Agreement and the PAGA Settlement, and none of it will revert to Defendants.

2.7 The Settlement Is The Result Of Arms' Length Negotiations. Based on the foregoing investigation and evaluation, Class Counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the Class Members. The terms of the Settlement also reflect extensive exchange of information and data between the Parties, which allowed Class Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. This Agreement was reached after extensive arm's-length negotiations, and it was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, the risk that the Actions would not be permitted to proceed on a class or representative basis, various defenses asserted by Defendants, and numerous potential appellate issues.

2.8 The Parties' Intent. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or liability of any and every kind that were or could have been pled based on the factual allegations in the operative or prior complaints in the Actions arising during the Subclass Periods, including, but not limited to, the Released Class Claims and Released PAGA Claims.

3. NON-ADMISSIONS OF LIABILITY

3.1 Defendants deny and continue to deny all of the allegations made by Plaintiffs in the Actions, and deny and continue to deny that it is liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Actions. Defendants deny any liability or wrongdoing of any kind in connection with Plaintiffs' claims, and contend that, during all relevant times, they complied with all applicable California and federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a class and/or representative action is appropriate except for settlement purposes alone, Defendants have agreed to settle the Actions on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendants

1 or the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement
2 may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against
3 any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this
4 Agreement.

5 **4. FINANCIAL TERMS OF THE SETTLEMENT**

6 **4.1 Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
7 Defendants shall pay the Gross Settlement Amount not to exceed \$2,800,000.00, in addition to any
8 employer-side payroll taxes owed on any wage portion of the settlement, which includes Settlement
9 Administration Costs to Settlement Administrator, PAGA Payment, Net Settlement Amount for
10 distribution to Participating Class Members, Enhancement Awards to Plaintiffs, and Class Counsel Fees
11 and Costs to Class Counsel. The Gross Settlement Amount is a material term of the Agreement and shall
12 not be increased for any reason. If the Court requires an increase to the Gross Settlement Amount,
13 Defendants shall have the right to void the Agreement.

14 **4.2 Escalator Clause.** This Settlement is premised on Defendants' estimate that Class
15 Members would have worked a total of approximately 450,000 workweeks through December 5, 2024,
16 during the Subclass Periods. In the event it is determined that the actual number of workweeks worked
17 by the Class during this period exceeds 450,000 by more than 10% (i.e., exceeds 495,000 workweeks),
18 Defendants shall have the option to (1) cut off the release period as of the date where the 10 percent
19 overage is reached, or (2) proceed with the release through the Subclass Periods provided herein with a
20 pro rata increase of the Gross Settlement Amount, by increasing the Gross Settlement Amount by the
21 same number of percentage points above 10% by which the actual number of weeks worked during the
22 Subclass Periods exceeds 10%. For example, if the actual number of weeks worked is determined to be
23 11% higher than 450,000, then Defendants have the option to increase the Gross Settlement Amount by
24 1%. Alternatively, Defendants may elect to back up the end of the release date for the Settlement until
25 the number of workweeks does not exceed 495,000.

26 **4.3 Class Counsel Fees And Costs.** Class Counsel will apply to the Court for an award of
27 Class Counsel Fees not to exceed 33.33% of the Gross Settlement Amount, or \$933,333.33, and
28 reasonable documented costs directly incurred for purposes of the Actions, as supported by declarations.

1 Except as provided in this Agreement, Defendants shall have no liability for any other attorneys' fees,
2 costs or expenses in connection with the Actions.

3 4.3.1 Class Counsel will be responsible for submitting all documents to support their
4 request for attorneys' fees, costs, and expenses in connection with the Actions. Defendants agree not to
5 oppose or object to Class Counsel's request for Class Counsel Fees and Costs if they are made in
6 accordance with the terms of this Agreement.

7 4.3.2 The Court's approval of the Class Counsel Fees and Cost is not a material term
8 of the Agreement. If the Court does not approve or approves only a lesser amount than that requested by
9 Class Counsel for Class Counsel Fees and Costs, the other terms of the Agreement shall still apply. The
10 Court's refusal to approve the Class Counsel Fees and Costs requested by Class Counsel does not give
11 the Plaintiffs, Class Members, or Class Counsel any basis to abrogate the Agreement. Any amount of
12 Class Counsel Fees and Costs requested by Class Counsel but unapproved by the Court shall be part of
13 the Net Settlement Amount.

14 4.4 **Enhancement Awards.** Subject to the Court's approval, Defendants agree to pay
15 Enhancement Awards as follows: (1) up to \$10,000.00 each to Plaintiffs Robert Martinez, Mark Wise
16 and Waverly LaTourette (for a combined amount of \$30,000.00). The Enhancement Awards shall be
17 paid from the Gross Settlement Amount, as an enhancement for their services as the representative of
18 the Class and additional claims released by Plaintiffs. The Enhancement Awards shall be in addition to
19 any pro rata share of the Net Settlement Amount that Plaintiffs may otherwise receive under the
20 Agreement.

21 4.4.1 Defendants will not oppose Plaintiffs' request for the Enhancement Awards.
22 Defendants will not deduct any payroll taxes from the Enhancement Awards because it is not considered
23 to be payment of wages. Plaintiffs will be responsible for correctly characterizing this compensation for
24 tax purposes and for paying any taxes owing on said amount. Plaintiffs shall indemnify and hold
25 harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the
26 payment of the Enhancement Awards.

27 4.4.2 The Court's approval of the Enhancement Awards is not a material term of the
28 Agreement. The Parties agree that a denial or reduction by the Court of the requested Enhancement

Awards is not a basis for rendering the entire Agreement voidable or unenforceable. Any reductions by the Court of the Enhancement Awards shall be part of the Net Settlement Amount.

4.5 Settlement Administration Cost. Subject to the Court's approval, Defendants agree to pay the Settlement Administrator the Settlement Administration Cost, currently estimated at \$28,511.00, for the administration of this Settlement. The Settlement Administration Cost shall be paid from the Gross Settlement Amount. Any reduction by the Court or any unused amount shall revert to the Net Settlement Amount. The Settlement Administrator shall assist in all aspects of the settlement process for the Actions, including, but not limited to:

4.5.1 Printing, distributing, and tracking Notices and resending Notices pursuant to the terms of this Agreement;

4.5.2 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

4.5.3 Calculating and distributing the Class Counsel Fees and Costs, Enhancement Awards, Class Payments, PAGA Payment, and Settlement Administration Cost;

4.5.4 Documenting and determining which Class Members have submitted a timely and valid Request for Exclusion, Notice of Objection, and/or Workweek disputes;

4.5.5 Depositing the funds from uncashed or undelivered checks to the appropriate non-profit organization or agency under this Agreement; and

4.5.6 Providing necessary reports and declarations, as requested by the Parties or the Court, including weekly reports on the number of Class Members who have timely submitted Requests for Exclusion, Notices of Objection, and/or Workweek disputes.

4.6 Net Settlement Amount. After deducting (i) the court-approved Settlement Administration Costs, (ii) the court-approved PAGA payment, (iii) the court-approved Enhancement Awards, and (iv) the court-approved Class Counsel Fees and Costs, the remainder of the Gross Settlement Amount is the Net Settlement Amount.

5. RELEASES

5.1 Release By Participating Class Members. Upon the Effective Date, the Participating Class Members, Plaintiffs and their heirs, executors, administrators, attorneys, agents and assigns, fully

1 and finally release and forever discharge the Released Parties from any and all Released Class Claims
2 during the Subclass Periods. As a result of this release, the Participating Class Members will be unable
3 to bring a claim or seek recovery for any alleged violations of the Released Class Claims that took place
4 during the Subclass Periods.

5 **5.2 Release By The State Of California And The Aggrieved Employees.** Upon the
6 Effective Date, Plaintiffs, on behalf of the State of California and the Aggrieved Employees, fully and
7 finally release and forever discharge the Released Parties from any and all Released PAGA Claims
8 during the PAGA Period. As a result of this release, Plaintiffs, the State of California, and the Aggrieved
9 Employees will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims
10 that took place during the PAGA Period.

11 **5.3 Additional Release By Plaintiffs.** In addition to the Released Class Claims and the
12 Released PAGA Claims, upon the Effective Date, Plaintiffs will generally release and forever discharge
13 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
14 unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of
15 the date of execution of this Agreement. For the purpose of implementing a full and complete release
16 and discharge of the Released Parties, Plaintiffs expressly waive all rights provided by California Civil
17 Code § 1542, or any other similar provisions of applicable law, which are as follows: “A general release
18 does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or
19 her favor at the time of executing the release and that, if known by him or her, would have materially
20 affected his or her settlement with the debtor or released party.”

21 **5.4 Injunction From Pursuing Released Claims.** Upon final approval of the Settlement,
22 Plaintiffs, Participating Class Members, the State of California, and the Aggrieved Employees shall be
23 enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or
24 proceedings in any court, or with the California Divisions of Labor Standards Enforcement (“DLSE”),
25 or with the LWDA, or the United States Department of Labor (“DOL”), or with any other entity
26 regarding the claims released in the Agreement. This Settlement is conditioned upon the release by
27 Plaintiffs, the Participating Class Members and Aggrieved Employees as described herein, and upon
28 covenants by these individuals that they will not participate in any actions, lawsuits, proceedings,

complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in any court or before any administrative body related to the claims released in this Agreement. In the event that any court or administrative agency does not order injunctive relief, Defendants shall have the right to file a motion for summary judgment or any other pleading or paper to enforce the terms of this Agreement. The Class Members and Class Counsel will not oppose, contest, or interfere with efforts by Defendants to oppose any attempt to bring such released claims against Defendants.

5.5 Class Members' Acknowledgment. The Participating Class Members acknowledge that they may hereafter discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the Released Class Claims. The Participating Class Members nonetheless agree that this Settlement, including the Released Class Claims, contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or law regarding such Released Class Claims. These releases do not include any claims that cannot be waived as a matter of law, but the Participating Class Members agree that they will not accept any monetary recovery or benefit from any proceedings relating to any such claims.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO PARTICIPATING CLASS MEMBERS AND AGGRIEVED EMPLOYEES

6.1 Payments Based On Workweeks. The Net Settlement Amount will be distributed to eligible Participating Class Members based on their number of Workweeks during the Subclass Periods. Defendants shall provide records (i.e., the Data List) showing the total Workweeks of Class Members during the Subclass Periods. Defendants' records shall be determinative for purposes of calculating the number of Workweeks worked and any payments to the Participating Class Members. Workweeks will be determined using the number of days Class Members worked as non-exempt employees (i.e., exclusive of leaves of absences) in California during the Subclass Periods.

6.2 Distribution Of Net Settlement Amount. The Class Payments to Participating Class Members will be determined by dividing the value of Net Settlement Amount by the total number of Workweeks of all Participating Class Members during the Subclass Periods, and then multiplying the resulting figure by the number of Workweeks of each Participating Class Member during the Subclass Periods.

1 **6.3 Distribution Of PAGA Payments.** PAGA Payments to Aggrieved Employees will be
2 determined by dividing \$25,000.00 (25% of the PAGA Payment, which is allocated to Aggrieved
3 Employees) by the total number of Workweeks of all Aggrieved Employees during the PAGA Period,
4 and then multiplying the resulting figure by the number of Workweeks of each Aggrieved Employee
5 during the PAGA Period.

6 **6.4 No Impact On Employee Benefit Plans.** None of the payments made pursuant to the
7 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
8 contributions to any benefit plan, including, without limitation, all plans subject to the Employee
9 Retirement and Income Security Act of 1974 (“ERISA”). Any distribution of payments to Plaintiffs and
10 Participating Class Members shall not be considered as a payment of wages or compensation under the
11 terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the
12 amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any
13 amounts paid will not impact or modify any previously credited hours of service or compensation taken
14 into account under any benefit plan sponsored or contributed to by Defendants or any jointly-trusted
15 benefit plan. For purposes of this Agreement, “benefit plan” means each and every “employee benefit
16 plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus,
17 pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability,
18 vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or
19 any other similar benefit plan, practice, program, or policy.

20 **7. NOTICE TO CLASS MEMBERS AND AGGRIEVED EMPLOYEES**

21 **7.1 Data List.** Defendants shall provide the Settlement Administrator with the Data List
22 within 30 calendar days after the Court grants preliminary approval of the proposed Settlement. The
23 Data List is being provided confidentially to the Settlement Administrator only, and the Settlement
24 Administrator shall treat the information as private and confidential and take all necessary precautions to
25 maintain the confidentiality of Data List. This information is to be used only to carry out the Settlement
26 Administrator’s duties as specified in this Settlement.

27 **7.2 Mailing Of Notice.** The Settlement Administrator shall mail the Notice to Class
28 Members within 15 calendar days of the receipt of the Data List via First Class U.S. Mail, using the

1 most current, known mailing address for each Class Member based on information provided by
2 Defendants.

3 **7.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
4 Administrator as undeliverable shall be re-mailed within 5 calendar days via First Class U.S. Mail to the
5 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
6 shall attempt to determine the correct address using a computer-based skip-trace search, and it shall then
7 perform a single re-mailing via First Class U.S. Mail within 5 calendar days. If the computer-based skip-
8 trace search does not provide a correct address, the Settlement Administrator shall attempt to determine
9 the correct address using the Class Member's Social Security number and any available information
10 provided by Defendants. If the Settlement Administrator is unable to determine the correct address using
11 the Class Member's Social Security number and/or any information provided by Defendants, the
12 Settlement Administrator shall perform a search based on the National Change of Address Database
13 maintained by the United States Postal Service to update and correct any known or identifiable address
14 changes.

15 **8. OPTIONS TO RESPOND**

16 **8.1 Consideration Period.** The Settlement Administrator shall provide notice to the Class
17 Members of the settlement and their respective Workweeks worked and estimated Individual Settlement
18 Shares pursuant to the preliminary approval order issued by the Court. Class Members shall be provided
19 30 calendar days to submit a Request for Exclusion, Notice of Objection, and/or Workweeks dispute,
20 following the postmark date of the initial mailing of the Notice. Except as specifically provided herein,
21 no Requests for Exclusion or Notices of Objection that are postmarked or faxed more than 30 calendar
22 days after the initial mailing of the Notice or, with respect to a re-mailed Notice, an additional 21
23 calendar days from the date of re-mailing, shall be considered.

24 **8.2 Request For Exclusion And Opt Out Rights.** Class Members shall be given the
25 opportunity to opt out of the Class Settlement.

26 **8.2.1 Opt Out Procedures.** Class Members may opt out of the Class Settlement by
27 mailing to the Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must
28 be postmarked or faxed by the Response Deadline. A valid Request for Exclusion must: (a) state the

case name and number of the *Martinez* Class Action, *Wise* Class Action, and/or *LaTourette* Class Action; (b) provide the Class Member's name (and former names, if any), current address, current telephone number, and last 4 digits of his or her Social Security number; and (c) clearly state that the Class Member wishes to be excluded from the Class Settlement. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

8.2.2 **Effect Of Opt Out.** Any Class Member who opts out of the Class Settlement may not object to the Class Settlement, shall not receive any share of the Net Settlement Amount, and shall not be bound by the applicable Released Class Claims provisions in this Agreement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will attempt to contact the Class Member to inquire regarding his or her intention to opt out of or object to the Class Settlement. If the Settlement Administrator is unable to confirm the Class Member's intention, the Class Member's Request for Exclusion will be valid and be deemed to invalidate the Notice of Objection..

8.3 **Objection Rights.** Because the Class will be certified by the Court for purposes of settlement, only Participating Class Members who do not opt out of the Class Settlement shall be entitled to object to the terms of the Class Settlement.

8.3.1 **Objection Procedures.** Objections to the Settlement must be made using the procedures set forth in the Notice. A timely and valid written objection to the Settlement (i.e., Notice of Objection) must be sent to the Settlement Administrator and postmarked by the Response Deadline. A Notice of Objection shall be deemed to be submitted as of the postmarked or fax date. To be a valid objection, the Notice of Objection must include the following: (i) the case name and number of the *Martinez* Class Action, *Wise* Class Action, and/or *LaTourette* Class Action; (ii) the objector's full name, signature, address, telephone number, and last 4 digits of the Social Security Number of the Participating Class Member submitting the Notice of Objection; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other

documents upon which the objection is based; and (v) a statement whether the objector intends to appear at the Final Approval Hearing. If the objector is represented by counsel, statement shall include the name, address, and telephone number of their counsel.

8.3.2 Participating Class Members who submit an objection remain bound by this Agreement. Participating Class Members who submit a timely and valid Notice of Objection may be subject to appear for a deposition, if requested by Plaintiffs or Defendants.

8.3.3 **Waiver Of Objection Rights.** Participating Class Members who fail to make objections in the manner specified in the Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to this Agreement.

8.3.4 Aggrieved Employees shall not be allowed to opt out of or object to the PAGA settlement or the PAGA payment they receive.

8.4 **Disputed Workweeks On Notice.** Participating Class Members will have an opportunity to dispute the number of Workweeks indicated on their Notice. To do so, Participating Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate on or before the Response Deadline. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the individual and will make the final decision as to the merits of the dispute. All disputes will be decided within 10 business days after the Response Deadline. The Settlement Administrator shall have the right to contact Defense Counsel and/or Class Counsel if it determines more information is needed to resolve any issue of disputed Workweeks.

8.5 **Defendants' Rights To Withdraw Based On The Number Of Request For Exclusion.** Defendants have the right, at its sole option, to withdraw from this Agreement if 5% or more of the Class Members submit a timely and valid Request for Exclusion. Defendants must exercise this right of rescission in writing within 15 calendar days after the Settlement Administrator notifies the Parties in writing that at least 5% or more of the Class Members have opted out of the Class Settlement. These rights to withdraw are material terms of the Agreement and Defendants have the right, at its sole option, to withdraw from this Agreement if either of these material terms are not approved by the Court. If Defendants exercise this right to withdraw, Defendants will be responsible for all Settlement Administration Costs incurred by the Settlement Administrator.

1 **8.6 Proof Of Class Members' Responses.** No later than 75 calendar days after the initial
2 mailing of the Notice, the Settlement Administrator will prepare and submit a declaration attesting to its
3 mailing of the Notice, its inability to deliver any mailing due to invalid addresses, its receipt of valid
4 Requests for Exclusion and Notices of Objection, and any other information that the Parties request be
5 included. At least 10 calendar days prior to the Final Approval Hearing, the Settlement Administrator
6 will prepare a supplemental declaration (at the request of Class Counsel or Defense Counsel) to submit
7 to the Court.

8 **9. SETTLEMENT APPROVAL PROCEDURE**

9 **9.1 Preliminary Approval Of Class/Representative Settlement.** Upon execution of this
10 Agreement, Plaintiffs and Class Counsel shall promptly prepare the Motion For Preliminary Approval of
11 Class/Representative Settlement to be filed in San Diego County Superior Court where the *Martinez*
12 PAGA complaint is pending.

13 **9.1.1 Amended Consolidated Complaint.** For the sole purpose of seeking judicial
14 approval of the settlement, the Parties will stipulate to amend the operative *Martinez* PAGA complaint
15 pending in San Diego Superior Court to name Mark Wise and Waverly La Tourette as additional co-
16 plaintiffs in a consolidated complaint brought against all Defendants and to add all factual allegations
17 and claims alleged in the Lawsuits. However, the Parties agree that seeking judicial approval of the
18 settlement in San Diego Superior Court is not a material term of the Agreement. In the event that the San
19 Diego Superior Court declines to review or approve the proposed settlement, the Parties agree to seek
20 judicial approval of the settlement in the United States District Court for the Southern District of
21 California, where the *Martinez* class action case is pending.

22 **9.1.2 Preliminary Approval Papers.** Class Counsel and Defense Counsel shall use
23 their best efforts to ensure that the Motion and amended complaint are filed with the *Martinez* PAGA
24 Court within 60 days of execution of this Agreement. This Motion shall seek an order to file a
25 consolidated complaint for settlement purposes only and conditionally certify the Class for the sole
26 purpose of settlement, and preliminarily approve the proposed settlement according to the terms in this
27 Agreement. The Motion also shall seek an order that provides for the Notice to be sent to Class
28 Members as specified in this Agreement. This Motion shall include the bases for the

1 Class/Representative Settlement Amount and why the amount is reasonable in light of the facts and
2 controlling authorities pertaining to the claims alleged in the Actions. The Motion shall also be
3 accompanied by signed declarations by Class Counsel, discussing the risks of continued litigation and
4 that the best interests of both Parties and the Class Members are served by the terms of this Agreement.

5 **9.2 Final Approval.** Plaintiffs shall submit to the Court a Motion for Final Approval of the
6 Class and Representative Settlement as soon as practicable after the Response Deadline or pursuant to
7 order by the Court. The Motion shall request the entry of a Final Approval Order, which shall include
8 findings and orders: (a) approving the Agreement; (b) adjudging the terms to be fair, reasonable, and
9 adequate; (c) reciting the release terms in full; (d) directing that the settlement terms and provisions be
10 carried out; and (e) retaining jurisdiction to oversee administration and enforcement of the terms of this
11 Agreement and the Court's orders.

12 **9.3 Motion For Class Counsel Fees And Costs And Enhancement Awards.** Class Counsel
13 shall file a motion or application for the Court's approval of Class Counsel Fees and Costs and
14 Enhancement Awards under the terms of the Agreement. Defendants will not oppose the motion,
15 provided it is consistent with this Agreement.

16 **9.4 Effect Of Failure To Obtain Preliminary Or Final Approval.** If the proposed
17 settlement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily or
18 finally approved by the Court, the Actions shall proceed as if no settlement had been attempted, and the
19 Parties will resume litigation of the class action claims in federal court, unless the Parties jointly agree to
20 seek reconsideration of the ruling or Court's approval of a renegotiated settlement. Defendants retain the
21 right to contest whether any aspect of the Actions should be maintained as a class or representative
22 action, and/or to contest the merits of the claims being asserted by the Plaintiffs or Class Members in the
23 Actions. The Parties also agree that by entering into this Agreement and seeking judicial approval of the
24 Agreement, Defendants does not waive and have not waived any right to enforce any arbitration
25 agreements with the Class Members.

26 **9.5 Entry Of Judgment.** The Parties shall request that the Court issue Judgment in
27 accordance with this Agreement and without further fees or costs to any party except as expressly set
28 forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with this

1 Agreement, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement
2 had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the
3 ruling or approval of a renegotiated settlement.

4 **9.6 Dismissal Of Related Actions.** Upon final approval of the Settlement, Plaintiffs in the
5 *Wise* Class and PAGA Actions, the *Martinez* Class Action, and the *LaTourette* Class and PAGA Actions
6 shall promptly seek dismissal of their respective lawsuit based on the Settlement, with prejudice. The
7 Settlement Administrator shall not distribute any Enhancement Awards or Class Counsel Fees and Costs
8 until these related actions have been dismissed by the Courts.

9 **9.7 Notice To The LWDA.** Class Counsel shall give written notice of the Settlement to the
10 LWDA simultaneously with the filing of the Motion For Preliminary Approval of Class/Representative
11 Settlement in the *Martinez* Class and PAGA Actions, to provide the LWDA to comment and/or object to
12 the terms of the Settlement Class Counsel moves for final approval.

13 **10. FUNDING AND DISTRIBUTION OF THE CLASS/REPRESENTATIVE SETTLEMENT** 14 **AMOUNT**

15 **10.1 Funding Of Class/Representative Settlement Amount.** The Settlement Administrator
16 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code
17 for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified
18 Settlement Fund with its own Employer ID Number and calculate all settlement checks and payroll
19 deductions and withholdings required under law based on information that will be confidentially
20 furnished by Defendants. Within 30 calendar days after the Effective Date, Defendants shall deposit the
21 Class/Representative Settlement Amount into an interest-bearing escrow account with the Settlement
22 Administrator.

23 **10.2 Timing Of Disbursement Of Class/Representative Settlement Amount**

24 **10.2.1 Class Counsel Fees And Costs.** Subject to the terms of the Agreement, the
25 Settlement Administrator shall distribute payment of any approved Class Counsel Fees and Costs within
26 20 calendar days after the funding of the Gross Settlement Amount. This is the same date that the Net
27 Settlement Amount will be distributed to Participating Class Members. Class Counsel agree that they are
28 responsible for allocating this payment among themselves and any other counsel for Plaintiffs settling

claims through this Agreement. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Class Counsel for any Class Counsel Fees and Costs payment, based on the allocation communicated by Class Counsel. Class Counsel shall be solely and legally responsible for paying all applicable taxes on any Class Counsel Fees and Costs and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

10.2.2 **Enhancement Awards.** Subject to the terms of the Agreement, the Settlement Administrator shall pay to Plaintiffs any approved Enhancement Awards within 20 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for any Enhancement Awards. Plaintiffs shall be solely and legally responsible for paying all applicable taxes on any Enhancement Awards and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

10.2.3 **Settlement Administration Cost.** Subject to the terms of the Agreement, the Settlement Administrator shall pay itself any approved Settlement Administration Cost within 20 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on any Settlement Administration Cost and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

10.2.4 **Distribution Of PAGA Payment.** Subject to the terms of the Agreement, the Settlement Administrator shall distribute PAGA Payments to Aggrieved Employees within 15 calendar days after the funding of the Gross Settlement Amount. PAGA Payments to Aggrieved Employees will be determined by dividing \$25,000.00 (25% of the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Workweeks of all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the number of Workweeks of each Aggrieved Employee during the PAGA Period. The PAGA Payment made under this Settlement will be 100% as penalties, to be reported on IRS Form 1099 (if applicable).

10.2.5 **Distribution Of Net Settlement Amount.** Subject to the terms of the Agreement, the Settlement Administrator shall distribute Net Settlement Amount to Participating Class Members within 15 calendar days after the funding of the Gross Settlement Amount. Class Payments

made under this Settlement will be attributed 90% as penalties and interest, to be reported on IRS Form 1099 (if applicable), and 10% as unpaid wages, to be reported on IRS Form W-2 and subject to payroll deductions. In accordance with applicable tax laws, Net Settlement Amount are subject to reduction for the employee's share of required tax withholdings and payroll deductions on the wage portion of the Class Payments. The employer's share of payroll taxes on the wages portion of Net Settlement Amount shall be paid by Defendants separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to Participating Class Members for their respective share of the Net Settlement Amount. Participating Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective share of the Net Settlement Amount and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

10.2.6 The Parties warrant and represent that the allocation of the Net Settlement Amount as 90% to non-wage payments (*e.g.*, business expenses, interest, and statutory penalties) and 10% to wage-related payments is reasonably within the parameters of liability for the Actions, given that the vast of majority of recovery, if any, in the Actions would be comprised of statutory penalties and interest.

10.3 Undeliverable Or Uncashed Checks

10.3.1 The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Class Payment checks, if any, to the Participating Class Members, the postmark date of any subsequent mailing to any Participating Class Members, and a list of any individuals who did not receive the settlement checks due to the inability to locate a valid address using the procedures described herein above in Section 7.3 or who otherwise could not be located within 2 attempts at mailing.

All Class Payment checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed by the Settlement Administrator to the California State Controller's Office pursuant to California's Unclaimed Property Law, California Civil Code § 1500, et. seq. for the benefit of the Class Member(s)

1 whose funds are undeliverable and/or who did not cash their checks until such time that they claim their
2 property, or the property is otherwise disposed of pursuant to the Unclaimed Property Laws. The
3 Settlement Administrator will send Defendants a list of any such undeliverable funds and/or uncashed
4 checks seven calendar days prior to distributing those funds to the Controller. No part of the Net
5 Settlement Amount shall be returned to Defendants.

6 10.3.2 For any Participating Class Members for whom the settlement checks were
7 deemed undeliverable, the funds associated with the settlement payment will be distributed to the
8 California State Controller's Office pursuant to California's Unclaimed Property Law.

9 **11. MISCELLANEOUS PROVISIONS**

10 11.1 **Interim Stay Of Proceedings.** The Parties agree to refrain from further litigation in the
11 Actions, except such proceedings necessary to implement and to obtain preliminary and final approval
12 of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will
13 revert to their positions in the lawsuit prior to the time the Agreement was reached, and no terms set
14 forth in this Agreement will be admissible in any future proceedings in this case or any other action.

15 11.2 **Certification Of Class Action And Representative Action For Settlement Purposes**
16 **Only.** The Parties agree to stipulate to class action and representative action certification for purposes of
17 the settlement only. If, for any reason, the settlement is not approved, the stipulation to certification will
18 be void, and Defendants shall have the full opportunity to file any motion to challenge class certification
19 or any motion to challenge the manageability of PAGA claims. The Parties further agree that
20 certification for purposes of the settlement is not an admission that class action or representative action
21 certification is proper under the standards applied to contested certification motions and that this
22 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class or
23 representative action should be certified or (ii) Defendants are liable to Plaintiffs or any Class Member,
24 other than according to the terms of the Agreement.

25 11.3 **Mutual Cooperation.** Plaintiffs, Defendants, Class Counsel, and Defense Counsel agree
26 to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited
27 to, execution of such documents and taking such other action as may reasonably be necessary to
28 implement the terms herein. The Parties agree to use their best efforts and any other efforts that may

1 become necessary by order of the Courts, or otherwise, to effectuate this Agreement.

2 **11.4 Class Counsel's Representation.** Class Counsel agree and represent that they will not
3 engage in any conduct to undermine the terms of the Agreement, including any solicitation efforts to
4 persuade any Class Member from opting out of or objecting to the Settlement. Class Counsel further
5 agree and represent that they do not represent any Class Members other than Plaintiffs and will not
6 actively solicit any other Class Members to pursue claims that have been released in this Settlement on
7 an individual, collective, class or representative basis. Class Counsel also warrant and represent that they
8 have access to any of the Plaintiffs who will be executing this Agreement, and that they will obtain their
9 signatures within 15 days after Class Counsel and Defense Counsel sign this Agreement. The Parties
10 agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the
11 Parties will follow the Court's Order.

12 **11.5 Parties' Authority.** The signatories hereto represent that they are fully authorized to
13 enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is
14 agreed that Participating Class Members are so numerous that it is impossible or impractical to have
15 each Participating Class Member execute this Agreement. It is agreed that this Agreement may be
16 executed on behalf of Participating Class Members by Plaintiffs and Class Counsel.

17 **11.6 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
18 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
19 understandings between the Parties shall be deemed merged into this Agreement. However, if the Court
20 does not issue an Order for Preliminary Approval or Final Approval of this Agreement, and the Parties
21 are unable to reach an understanding that satisfies the Court's concerns, then Defendants shall have the
22 right to seek enforcement of the MOU.

23 **11.7 Arms' Length Transaction; Materiality Of Terms.** The Parties have arrived at this
24 Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all
25 terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this
26 Agreement and have been relied upon by the Parties in entering into this Agreement.

27 **11.8 Counterparts.** This Agreement may be executed in counterparts, and when each party
28 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and

when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties.

11.9 Facsimile Or Scanned Signatures. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

11.10 Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Plaintiffs, Participating Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

11.11 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

11.12 Severability Clause For Invalidity Of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

11.13 No Prior Assignments Or Undisclosed Liens. Plaintiffs represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiffs further represent and warrant that there are not any liens or claims against any of the amounts to be paid by Defendants pursuant to this Agreement. Plaintiffs agree to defend, to indemnify, and to hold Defendants harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

11.14 No Initiated Publicity. Class Counsel shall not take any action or initiate to publicize, or

1 cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this
2 settlement or its terms, in any type of mass media, including, but not limited to, speeches, press
3 conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers,
4 Internet posting, Facebook, Instagram, Twitter or any other social media, or information furnished to
5 legal news media, including but not limited to *Bloomberg Law*, *Law 360*, and the *Daily Journal*.
6 Similarly, Class Counsel shall not refer to Defendants by name in its public marketing materials, law
7 firm websites, or posting with any other organizations, such as the California Employment Lawyers
8 Association (“CELA”). Nothing in this section shall prevent Class Counsel from referencing this
9 settlement to a court as evidence of their experience in connection with motions for class certification,
10 approval of settlements, fee motions, and the like. Further, nothing in this section shall prevent the
11 Settlement Administrator from posting the Class Notice approved by the Court on their website for
12 Class Members’ reference.

13 **11.15 Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
14 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
15 Agreement and settlement. The Court shall not have jurisdiction to modify the terms of the Agreement
16 without the consent of all of the Parties.

17 **11.16 Modification.** The Agreement may not be changed, altered, or modified, except in
18 writing and signed by the Parties hereto or their counsel of record. After preliminary approval of the
19 Settlement has been granted, the Settlement may not be modified except by a writing signed by the
20 Parties hereto or their counsel of record, and approved by the Court.

21 **11.17 Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
22 they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those
23 efforts are unsuccessful, they agree to submit any such dispute to private mediation. The Parties will
24 split the costs of a mutually selected mediator, and all parties will bear their own fees and costs.

25 **11.18 Governing Law.** This Agreement was made and entered into in the State of California.
26 All terms of this Agreement shall be governed by and interpreted according to the substantive laws of
27 the State of California and the procedural laws of the United States of America.

28 **11.19 Papers To Be Filed With The Courts.** All papers to be filed with the Court by Defense

Counsel or Class Counsel in connection with this Agreement shall be submitted to the other party at least 3 business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

05 / 09 / 2025

DATED: May __, 2025

By: 
ROBERT MARTINEZ,
Plaintiff

DATED: May __, 2025

By: _____
MARK WISE,
Plaintiff

DATED: May __, 2025

By: _____
WAVERLY LATOURETTE,
Plaintiff

DATED: May __, 2025

By: _____
IHG MANAGEMENT (MARYLAND)
LLC,
Defendant

DATED: May __, 2025

By: _____
INTER-CONTINENTAL HOTELS
CORPORATION,
Defendant

DATED: May __, 2025

By: _____
INTERCONTINENTAL HOTELS
GROUP RESOURCES, LLC,
Defendant

Counsel or Class Counsel in connection with this Agreement shall be submitted to the other party at least 3 business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: May __, 2025

By: _____
ROBERT MARTINEZ,
Plaintiff

DATED: May 12, 2025

By: Mark Wise
MARK WISE,
Plaintiff

DATED: May __, 2025

By: _____
WAVERLY LATOURETTE,
Plaintiff

DATED: May __, 2025

By: _____
IHG MANAGEMENT (MARYLAND)
LLC,
Defendant

DATED: May __, 2025

By: _____
INTER-CONTINENTAL HOTELS
CORPORATION,
Defendant

DATED: May __, 2025

By: _____
INTERCONTINENTAL HOTELS
GROUP RESOURCES, LLC,
Defendant

Counsel or Class Counsel in connection with this Agreement shall be submitted to the other party at least 3 business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: May __, 2025

By: _____
ROBERT MARTINEZ,
Plaintiff

DATED: May __, 2025

By: _____
MARK WISE,
Plaintiff

05 / 20 / 2025
DATED: May __, 2025

By:  _____
WAVERLY LATOURETTE,
Plaintiff

DATED: May __, 2025

By: _____
IHG MANAGEMENT (MARYLAND)
LLC,
Defendant

DATED: May __, 2025

By: _____
INTER-CONTINENTAL HOTELS
CORPORATION,
Defendant

DATED: May __, 2025

By: _____
INTERCONTINENTAL HOTELS
GROUP RESOURCES, LLC,
Defendant

Counsel or Class Counsel in connection with this Agreement shall be submitted to the other party at least 3 business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: May __, 2025

By: _____
ROBERT MARTINEZ,
Plaintiff

DATED: May __, 2025

By: _____
MARK WISE,
Plaintiff

DATED: May __, 2025

By: _____
WAVERLY LATOURETTE,
Plaintiff

DATED: May __, 2025
05/28/2025

By:  _____
IHG MANAGEMENT (MARYLAND)
LLC,
Defendant

DATED: May __, 2025
05/28/2025

By:  _____
INTER-CONTINENTAL HOTELS
CORPORATION,
Defendant

DATED: May __, 2025
05/28/2025

By:  _____
INTERCONTINENTAL HOTELS
GROUP RESOURCES, LLC,
Defendant

1 DATED: May __, 2025

2
3 05/28/2025

By: 

INTERCONTINENTAL HOTELS OF
SAN FRANCISCO, INC.,
Defendant

5 DATED: May __, 2025

6
7 05/28/2025

By: 

SIX CONTINENTS HOTELS, INC.,
Defendant

8
9 DATED: May __, 2025

10 05/28/2025

By: 

KIMPTON HOTEL & RESTAURANT
GROUP, LLC,
Defendant

12 DATED: May __, 2025

13
14 05/28/2025

By: 

KHRG CANARY LLC,
Defendant

1 **APPROVED AS TO FORM:**

CROSNER LEGAL, PC

2 DATED: May 9, 2025

3
4 By: 

Brandon Brouillette
Zachary M. Crosner

Attorneys for Plaintiffs
ROBERT MARTINEZ and WAVERLY
LATOURETTE

5
6
7 DATED: May __, 2025

AEQUITAS LEGAL GROUP

8
9 By: _____

Ronald H. Bae
Olivia D. Scharrer
Carson D. Turner
Attorneys for Plaintiff
MARK WISE

10
11
12 DATED: May __, 2025

SEYFARTH SHAW LLP

13
14 By: _____

Leo Q. Li
Eric E. Hill
Yoon-Woo Nam
Ping Wang
Attorneys for Defendants
IHG MANAGEMENT (MARYLAND) LLC,
INTER-CONTINENTAL HOTELS
CORPORATION, INTERCONTINENTAL
HOTELS GROUP RESOURCES, LLC,
INTERCONTINENTAL HOTELS OF SAN
FRANCISCO, INC., SIX CONTINENTS
HOTELS, INC., KIMPTON HOTEL &
RESTAURANT GROUP, LLC AND KHRG
CANARY LLC, INCLUDING ALL OF
THEIR PRESENT AND FORMER
PARENT COMPANIES, SUBSIDIARIES.

1 **APPROVED AS TO FORM:**

CROSNER LEGAL, PC

2 DATED: May __, 2025

3 By: _____

4 Brandon Brouillette
5 Zachary M. Crosner

6 Attorneys for Plaintiffs
7 ROBERT MARTINEZ and WAVERLY
8 LATOURETTE

9 DATED: May 20, 2025

AEQUITAS LEGAL GROUP

10 By: _____

11 Ronald H. Bae
12 Olivia D. Scharrer
13 Carson D. Turner
14 Attorneys for Plaintiff
15 MARK WISE

16 DATED: May 30, 2025

SEYFARTH SHAW LLP

17 By: _____

18 Leo Q. Li
19 Eric E. Hill
20 Yoon-Woo Nam
21 Ping Wang
22 Attorneys for Defendants
23 IHG MANAGEMENT (MARYLAND) LLC,
24 INTER-CONTINENTAL HOTELS
25 CORPORATION, INTERCONTINENTAL
26 HOTELS GROUP RESOURCES, LLC,
27 INTERCONTINENTAL HOTELS OF SAN
28 FRANCISCO, INC., SIX CONTINENTS
HOTELS, INC., KIMPTON HOTEL &
RESTAURANT GROUP, LLC AND KHRG
CANARY LLC, INCLUDING ALL OF
THEIR PRESENT AND FORMER
PARENT COMPANIES, SUBSIDIARIES.

EXHIBIT A

Superior Court of California, County of San Diego
Martinez, et al. v. IHG Management (Maryland) LLC, et al.
Case No. 37-2024-00008504-CU-OE-CTL

COURT-APPROVED NOTICE OF CLASS/PAGA SETTLEMENT
&
HEARING DATE FOR FINAL COURT APPROVAL

The Superior Court for the State of California authorized this Notice.

You are not being sued.

This is not junk mail, spam, advertisement, or solicitation by a lawyer.

READ THIS CAREFULLY!

YOUR RIGHTS WILL BE AFFECTED BY THIS SETTLEMENT.

YOU MAY BE ELIGIBLE TO RECEIVE MONEY from the settlement of a class action lawsuit (“Action”) against IHG Management (Maryland) LLC; Inter-Continental Hotels Corporation; InterContinental Hotels Group Resources, LLC; InterContinental Hotels of San Francisco, Inc.; Six Continents Hotels, Inc.; Kimpton Hotel and Restaurant Group, LLC; and KHRG Canary LLC (collectively, “IHG” or Defendants) for alleged wage and hour violations. You have been identified as a Class Member in the Action.

Plaintiffs Robert Martinez, Mark Wise, and Waverly LaTourette (“Plaintiffs”) allege claims for (1) recovery of unpaid minimum wages and liquidated damages, (2) recovery of unpaid overtime wages, (3) failure to provide meal breaks or compensation in lieu thereof, (4) failure to provide rest breaks or compensation in lieu thereof, (5) failure to provide accurate wage statements, (6) failure to timely pay all wages due upon separation of employment, (7) failure to reimburse business expenses, (8) unfair competition, and (9) violation of the Private Attorneys General Act of 2004. These claims are alleged on behalf of the following groups:

- (a) **Martinez/Wise Subclass:** All current and former hourly paid or non-exempt employees who worked for Defendants or any of the Released Parties at any of the IHG Hotels in California at any time during the period from August 8, 2021 through March 5, 2025. The IHG Hotels include (1) InterContinental San Diego Hotel, (2) Hotel Indigo San Diego, (3) InterContinental San Francisco Hotel, (4) Holiday Inn Express & Suites San Francisco Fisherman’s Wharf, (5) InterContinental Los Angeles Downtown Hotel, (6) Hotel Indigo Los Angeles, (7) Regent Santa Monica Hotel, (8) Holiday Inn Los Angeles Gateway-Torrance, and (9) InterContinental Mark Hopkins San Francisco Hotel.
- (b) **LaTourette Subclass:** All current and former hourly-paid or non-exempt employees who worked for Defendants Kimpton Hotel & Restaurant Group, LLC, KHRG Canary LLC, or any of the Released Parties at any of the Kimpton Hotels in California at any time during the period from August 25, 2022 through March 5, 2025. The Kimpton Hotels include (1) Kimpton Sawyer Hotel, (2) Kimpton Enso Hotel, (3) Kimpton Canary Hotel, (4) Kimpton

Rowan Palm Springs Hotel, (5) Kimpton Alma Hotel (no longer managed by Kimpton as of 10/07/24), (6) Kimpton Palomar Los Angeles Beverly Hills Hotel, (7) Kimpton La Peer Hotel, (8) Kimpton Hotel Wilshire, (9) Kimpton Everly Hotel, (10) Kimpton Shorebreak Huntington Beach Resort, and (11) Kimpton Alton Hotel (no longer managed by Kimpton as of 04/03/2024).

- (c) **Aggrieved Employees:** All current and former hourly-paid or non-exempt employees who worked for Defendants and/or the Released Parties in California at any time during the period from June 6, 2024 through March 5, 2025.

Defendants deny Plaintiffs' allegations and deny they have violated any laws. This settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Defendants' records show you were employed in California as a non-exempt employee at one of the above-listed hotels during the relevant periods for this lawsuit. Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for this payment under the Settlement because you did not work for Defendants during the relevant PAGA time Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs, the State of California (Labor and Workforce Development Agency), the Settlement Administrator, and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have ~~two~~three options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, however, you will give up your right to assert Class Period wage-and-hour claims and PAGA Period penalty claims against Defendants.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-

out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment even if you opt out of the Class Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement.

(3) **Object to the Class Settlement.** You may object to the Class Settlement as long as you do not opt out. For more information, see Section XX7 of this Notice.

(2) **Dispute Your Workweeks.** Your payment will be based on the number of workweeks listed for you on page XX2 of this Notice. If you disagree with this number, you may dispute it. For more information, see Section XX4 of this Notice.

**DEFENDANTS WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU
TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.**

Go to Next Page

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE AN AUTOMATIC PAYMENT	If you do nothing, you will be a Participating Class Member, and will automatically receive an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendants that are covered by this Settlement (Released Claims).
OPT OUT OF THE CLASS SETTLEMENT THE OPT-OUT DEADLINE IS <u>30 DAYS FROM THE MAILING OF THIS NOTICE</u>	If you do <u>not</u> want to participate in the Class Settlement, you can opt out by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will not receive an Individual Class Payment, and you will not be able to object to the Settlement. See Section 6 of this Notice for more information. As noted, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will receive a PAGA Payment even if you opt out of the Class Settlement.
OBJECT TO THE CLASS SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY <u>30 DAYS FROM THE MAILING OF THIS NOTICE</u>	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. If any objections are made, the Court will consider them at the Final Approval Hearing. See Section 7 of this Notice for more information.
PARTICIPATE IN THE FINAL APPROVAL HEARING	The Court’s Final Approval Hearing is scheduled to take place on <u> </u>, 2026. You do not have to attend, but you have the right to attend virtually or in person (or hire an attorney to appear on your behalf at your own cost). See Section 8 of this Notice for more information.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS WRITTEN CHALLENGES MUST BE SUBMITTED BY <u>30 DAYS FROM THE MAILING OF THIS NOTICE</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the time period covered by the Settlement. The number of workweeks you worked according to Defendants’ records is on page 2 of this Notice. If you disagree with this number, you may challenge it. See Section 4 of this Notice for more information.

1. What is this case about?

Plaintiffs are two former employees and one current employee of Defendants. The Action alleges that Defendants violated California labor laws by failing to pay minimum and overtime wages, provide compliant meal and rest breaks or compensation in lieu thereof, furnish accurate itemized wage statements,

timely pay all wages due upon separation of employment, and reimburse business expenses. The Action also alleges that Defendants engaged in unfair competition based on these allegations. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by the following law firms in the Action: (1) Aequitas Legal Group, A Professional Law Corporation, 1156 E. Green Street, Suite 200, Pasadena, CA 91106; and (2) Crosner Legal Group, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210 (“Class Counsel”).

Defendants strongly deny violating any laws and contend they complied with all applicable laws. Defendants deny that they owe any wages, expenses, penalties, or other damages.

2. What does it mean that the case has settled?

So far, the Court has not ruled on the merits of Plaintiffs’ claims. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the important terms of the proposed settlement?

- a. Defendants Will Pay \$2,800,000 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Class Payments, PAGA Payments, Enhancement Awards to Plaintiffs, Class Counsel’s attorneys’ fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the California LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 1. \$100,000 for PAGA Penalties, allocated 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,000) in PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
 2. Up to \$38,813 to the Settlement Administrator for services administering the

Settlement.

3. Up to \$10,000 to each of the three Plaintiffs as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award will be the only monies Plaintiffs will receive other than Plaintiffs' individual Class Payments and any individual PAGA Payments.
4. Up to \$933,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees, and reasonable litigation expenses, which are currently estimated to be approximately \$120,000. To date, Class Counsel have worked and incurred expenses on the Action without any payment.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each individual Class Payment to alleged taxable wages ("Wage Portion") and an allocation of 90% to settlement of alleged claims for interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Payments you receive under the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. You shall have ____ days to cash the settlement checks you receive. The front of every check issued for individual Class Payments and individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than 30 days after the mailing of this Notice, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send via mail, email, or fax a written and signed Request for Exclusion by the _____ Response Deadline.

The Request for Exclusion should be a letter from you or your representative setting forth your name, current address, current telephone number, last 4 digits of your Social Security Number, and a clear

statement requesting to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive individual Class Payments, but will preserve their rights to personally pursue the claims made by Plaintiffs against Defendants

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, in which case Defendants will not pay any money and Class Members will not release any claims against Defendants.
- h. Settlement Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Settlement Settlement Administrator”) to send this Notice, calculate and make the settlement payments, process Class Members’ Requests for Exclusion, and any objections to the Settlement. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
- i. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for wages, penalties, or expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their heirs, executors, Settlement Administrators, attorneys, agents and assigns, fully and finally release and forever discharge the Released Parties from any and all claims that were pled or could have been pled based on the factual allegations in the operative or prior complaints in the Actions, arising during the Subclass Periods, including, but not limited to, any claim for failure to provide meal or rest periods, any claim for failure to pay premiums for non-compliant meal or rest periods, or to pay such premiums at the regular rate, failure to pay minimum wage, failure to pay overtime wages or overtime wages at the regular rate of pay, regular rate violations, reporting time pay violations, sick leave violations, failure to reimburse business expenses, failure to pay timely wages during employment, failure to pay or provide vacation or PTO pay, failure to pay accrued wages upon termination of employment (including vacation or PTO pay), failure to furnish accurate and itemized wage statements, failure to maintain accurate records, unlawful deductions, and any class action claims that were brought or could have been brought based on the factual allegations contained in the operative complaint in the Actions arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.7, 256, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the California Unfair Competition Law, Business and Professions Code §§ 17200 *et seq.*, California Civil Code §§ 1786 *et seq.*, 15 U.S.C. §§ 1681 *et seq.*, and California Industrial Welfare Commission Wage Orders No. 5-

2001, 7-2001, or any other applicable Wage Order. The Released Class Claims as described above shall include any remedies for any of the claims described herein, including, damages, penalties of any nature, restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees and costs. The Parties stipulate that beyond the Gross Settlement Amount, and Defendants' share of any payroll taxes, Defendants shall not owe any further monies to the Participating Class Members based upon the claims made in the Action.

- j. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement, all Aggrieved Employees will be barred from asserting Released PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to fully and finally release and forever discharge the Released Parties from any and all PAGA claims that are alleged in the Lawsuits and/or are premised upon the California Labor Code §§ 201, 202, 203, 204, 208, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 233, 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1 1024.5, 1174, 1182, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, California Industrial Welfare Commission Wage Orders No. 5-2001, 7-2001, or any applicable Wage Order, or claims covered by the Release of the Class Action Claims as to all alleged Aggrieved Employees.

4. How will the Settlement Administrator calculate my payment?

- a. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until 30 days after the mailing of this Notice to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies of any documents supporting your challenge rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate

on behalf of Participating Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. How will I get paid?

- a. Participating Class Members. The Settlement Administrator will send, by U.S. First Class Mail, checks to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. This may be a single check that will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Settlement Administrator will send, by U.S. First Class Mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. How do I opt out of the class action settlement?

Submit a written and signed letter to the Settlement Administrator by mail or fax with your name (and former names, if any), current address, current telephone number, the last 4 digits of your Social Security Number, and a clear statement that you wish to be excluded from the Class Settlement. Be sure to personally sign your request and include the case name and number of the *Martinez* Class Action ("*Robert Martinez v. IHG Management (Maryland), LLC, et al.*, Case No. 37-2024-00008504-CU-OE-CTL"), *Wise* Class Action ("*Mark Wise v. InterContinental Hotels Group Resources, LLC, et al.*, Case No. CGC-23-611350), and/or *LaTourette* Class Action ("*Waverly LaTourette v. Kimpton Hotel & Restaurant Group, LLC, et al.*, Case No. CGC-24-613426). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Settlement Administrator within 30 days of the mailing of this Notice, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

Any request for exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a request for exclusion, the Settlement Administrator shall make the determination, after consulting with Class Counsel and Defendant's Counsel.

7. How do I object to the settlement?

If you do not exclude yourself from the Class Settlement, you can object to the terms of the Class Settlement before the Court grants final approval. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED], 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website (<https://www.simpluris.com/>) or the Court's website (<https://www.sdcourt.ca.gov/>).

You may object to the Class Settlement in writing. You may also appear at the Fairness Hearing to present

your objection orally, at the date, time and location stated in Section 8 below.

To be valid, any objection must: (a) be sent to the Settlement Administrator and postmarked or faxed by the [Response Deadline]; (b) contain the case name and number of the *Martinez* Class Action (“*Robert Martinez v. IHG Management (Maryland), LLC, et al.*, Case No. 37-2024-00008504-CU-OE-CTL”), *Wise* Class Action (*Mark Wise v. InterContinental Hotels Group Resources, LLC, et al.*, Case No. CGC-23-611350), and/or *LaTourette* Class Action (*Waverly LaTourette v. Kimpton Hotel & Restaurant Group, LLC, et al.*, Case No. CGC-24-613426); (c) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (d) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) include copies of any papers, briefs, or other documents upon which the objection is based; and (f) contain a statement whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing. If you are represented by counsel, the statement shall include the name, address, and telephone number of your counsel.

You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorneys’ fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Class Claims against Released Parties as described in Section 3 above and will receive your Individual Settlement Payment.

8. Can I attend the Final Approval Hearing?

You can (but do not have to) attend the Final Approval Hearing on [REDACTED], 2026 in Dept. C-71 of the Superior Court of California, County of San Diego, located at 1110 Union Street, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from Class Members, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [REDACTED]. Check the Court’s website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator’s website (<https://www.simpluris.com/>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. How can I get more information?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Simpluris’ website at <https://www.simpluris.com/>.

You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.sdcourt.ca.gov/> and entering the case number for this case, Case No. 37-2024-00008504-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk’s Office at the San Diego County Superior Court by calling (619) 844-2700.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel	Settlement Administrator
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10. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. What if I change my address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.