PAGA SETTLEMENT AGREEMENT

This Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is made by and between plaintiffs Rebecca Ortega (Suarez) and Susana A. Jimenez Lujan (collectively, "Plaintiffs") individually and on behalf of the State of California and the allegedly aggrieved employees, and defendant G&B Hotel Employee Leasing, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or each individual Plaintiff or Defendant as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Rebecca Ortega (Suarez) and Susana A. Jimenez Lujan v. G&B Hotel Employee Leasing, LLC; C&L Cleaning Services, Inc.; and SWVP MDM LLC*, Case No. 37-2024-00022041-CU-OE-CTL, initiated on May 14, 2024, and pending in the Superior Court of the State of California, County of San Diego.

1.2. "Administrator" means Xpand Legal Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee(s)" means and refers to all current and former non-exempt or hourly paid employees who worked for Defendant at the Hyatt - Valencia, Hyatt - Westlake, Marriott - Del Mar, and/or DoubleTree - Del Mar at any time during the PAGA Period.

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

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

1.7. "Complaint" means Plaintiffs' May 13, 2024 PAGA Complaint against Defendant, C&L Cleaning Services, Inc., and SWVP MDM LLC, filed in the Superior Court of California, County of San Diego.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. “Defendant” means and refers to G&B Hotel Employee Leasing, LLC.

1.10. “Defense Counsel” means Shareef S. Farag, Nicholas D. Poper, and Matthew P. Eaton of Baker & Hostetler LLP.

1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order granting approval of the Settlement; and (b) the Judgment is final.

1.12. “Judgment” means the Judgment entered by the Court upon Granting Approval of the PAGA Settlement.

1.13. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), which is the total amount Defendant agree to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement. The Gross Settlement Amount will be used to fund the following payments: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period.

1.15. “Judgment” means the judgment entered by the Court based upon the Order granting approval of the Settlement.

1.16. “LWDA” means the California Labor and Workforce Development Agency.

1.17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).

1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.20. “PAGA Counsel” means Eric K. Yaeckel and Ryan T. Kuhn of Sullivan & Yaeckel Law Group, APC.

1.21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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

1.23. "PAGA Period" means the period from March 9, 2023 through October 31, 2024, unless the escalator clause in Section 7 is triggered and Defendant elects to end the PAGA period earlier.

1.24. "PAGA Notice" means Plaintiffs' February 20, 2024 letter to Defendant and the LWDA.

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount allocated 25% to the Aggrieved Employees ($32,041.67) and the 75% to LWDA ($96,125.00) in settlement of PAGA claims.

1.26. "Plaintiffs" means Rebecca Ortega (Suarez) and Susana A. Jimenez Lujan, the named plaintiffs in the Action.

1.27. "Released Parties" means: Defendant and each of its past and present corporate affiliates (including, but not limited to, SWVP MDM LLC), subsidiaries, divisions, related entities, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on their behalf.

1.28. "Service Award" means the amount to be paid to Plaintiffs as payment for their services on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of their employment with Defendant.

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

2. RECITALS.

2.1. On May 13, 2024, Plaintiffs filed a purported PAGA complaint (the "Complaint") against Defendant, C&L Cleaning Services, Inc., and SWVP MDM LLC in the San Diego County Superior Court, alleging claims predicated on the following alleged Labor Code violations: (1) meal break violations; (2) rest break violations; (3) unpaid minimum wages; (4) unpaid overtime; (5) inaccurate wage statements; (6) failure to reimburse business expenses; and (7) failure to timely pay wages during employment. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.2. On March 17, 2025, the Parties participated in an all-day mediation presided over by Michael D. Young, which, following subsequent negotiations through the mediator, led to this Agreement to settle the Action.

2.3. Prior to and following the mediation, Plaintiffs obtained, through informal discovery, information and documents regarding time and attendance, payment of wages and overtime, meal and rest periods, expense reimbursements, and the production of timekeeping and payroll data by Defendant in response to informal requests for purposes of mediation.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided, Defendant promises to pay a total sum of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00). Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $83,333.33 and a PAGA Counsel Litigation Expenses Payment representing PAGA Counsel's actual and reasonable litigation costs and expenses which is estimated to be $13,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a single motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment no later than 16 court days prior to the hearing on the Motion for Approval of the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed

$5,500.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $128,166.67 to be paid from the Gross Settlement Amount, with 75% ($96,125.00) allocated to the LWDA PAGA Payment and 25% ($32,041.67) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($32,041.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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

3.2.3.3. Service Award. For a general release of all claims Plaintiffs may have against Defendant arising out of their employment, and for their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars ($10,000) ("Service Award") each, for a total of Twenty Thousand Dollars ($20,000). Upon receipt of the Service Award, Plaintiffs will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 30 days of Defendant's counsel's receipt of the Court's Order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 21 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved

Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

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

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from, in addition to the claims included in the below Release by Aggrieved Employees, any and all claims and/or theories of liability, whether known or unknown, under federal law or state law. Plaintiffs understand that this release includes unknown claims, and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law. Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

5.2. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all claims and/or theories of liability for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA) that have been alleged or asserted in any of the pleadings that have been filed in the Action and/or in the PAGA Notice, including, but not limited to, claims for failure to provide meal and rest breaks, failure to pay minimum and overtime wages, wage statement violations, failure to reimburse business expenses, and failure to timely pay wages at termination. The release includes, but is not limited to, claims under PAGA predicated on California Labor Code §§ 201, 202, 203, 204, 218.6 226, 226.7, 510, 511, 512, 1194, 1197, 1198, 2802, the California Wage Orders, and California Code of Regulations, Title 8, § 11050 *et seq*.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval ("Motion for Approval") of the Settlement.

6.1 Defendant's Declaration in Support of Motion for Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to PAGA Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement, including: (i) a draft of the notice, and memorandum in support of the Motion for Approval of the PAGA Settlement under Labor Code Section 2699 (f)(2); (ii) a draft proposed Order Granting Approval of the Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees of the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (v) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents, including the PAGA Notice, the Complaint, and this Agreement;; and (viii) all facts relevant to any actual or potential conflict of interest with Aggrieve Employees and/or the Administrator. In their respective Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's approval to the Administrator and submitting copies of the Motion for Approval of the Settlement to the LWDA on the same day that it is filed with the Court.

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

7. **ESTIMATE OF AGGRIEVED EMPLOYEES AND ESCALATOR CLAUSE.** Defendant represents that Aggrieved Employees 12,500 PAGA Pay Periods between March 9, 2023 and October 31, 2024. In the event that the actual number of PAGA Pay Periods worked between March 9, 2023 and October 31, 2024 increases by more than ten percent (10%) above 12,500, Defendant will at its option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (for example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%), or (b) agree to shorten and close the PAGA Period on the date that is closest to without exceeding 13,750 PAGA Pay Periods so as to eliminate the need to increase the Gross Settlement Amount.

8. **SETTLEMENT ADMINISTRATION.**

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

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

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

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

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT.

11.1 If the Court denies approval of the Settlement or the Settlement does not become effective for any reason, the following will occur:

11.1.1 The status of the Action will be deemed to return to their status at the time immediately prior to mediation, as if the Parties had never executed this Settlement. Upon such occurrence, the period between mediation and the Court's denial of approval of the Settlement will be treated as a full stay on all proceedings for purposes of calculating all required filing and trial deadlines.

11.1.2 Plaintiffs will take all necessary steps to give effect to ¶ 12.2.

12. ADDITIONAL PROVISIONS.

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

12.2 Confidentiality Prior to Settlement Approval. Plaintiffs, PAGA Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

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

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

To Plaintiffs:

Eric K. Yaeckel
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn
ryan@sullivanlawgroupapc.com
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, California 92101
Telephone: (619) 702-6760
Facsimile: (619) 702-6761

To Defendant:

Shareef S. Farag
sfarag@bakerlaw.com
Nicholas D. Poper
npoper@bakerlaw.com
Matthew P. Eaton
meaton@bakerlaw.com
Baker & Hostetler, LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
Telephone: 310-820-8800
Facsimile: 310-820-8859

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Firmado por:
Rebeca Ortega
08B3A4EB6CE94DD...

______________________________ Date: 9/25/2025

Rebecca Ortega (Suarez)
Plaintiff

DocuSigned by:
A0FDD44F193A410...

______________________________ Date: 11/24/2025

Susana A. Jimenez Lujan
Plaintiff

______________________________ Date: ______________________________

Ryan T. Kuhn
Counsel for Plaintiffs

_________________________ Date: ______________________________

Greg Friedman
On behalf of G&B Hotel Employee Leasing, LLC

_________________________ Date: ______________________________

Shareef S. Farag
Counsel for G&B Hotel Employee Leasing, LLC