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Attorneys for Plaintiffs REBECCA ORTEGA (SUAREZ) and SUSANA A. JIMENEZ LUJAN in a Representative capacity only, and on behalf of other members of the general public similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

REBECCA ORTEGA (SUAREZ) and
SUSANA A. JIMENEZ LUJAN in a
Representative capacity only, and on behalf
of other members of the general public
similarly situated,

Plaintiffs,

v.

G & B HOTEL EMPLOYEE LEASING,
LLC, a Delaware Limited Liability Company;
C&L CLEANING SERVICES, INC., a
California Corporation; SWVP MDM LLC,
a Delaware Limited Liability Company; and
DOES 1-10, inclusive

Defendants

CASE NO. 37-2024-00022041-CU-OE-CTL

**DECLARATION OF RYAN T. KUHN IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PAGA SETTLEMENT
APPROVAL**

Date: September 19, 2025

Time: 9:00 a.m.

Dept.: C-69

Judge: Hon. Evan P. Kirvin

1 I, Ryan T. Kuhn, declare as follows:

2 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
3 employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of
4 record for Plaintiffs REBECCA ORTEGA (SUAREZ) and SUSANA A. JIMENEZ LUJAN
5 in a Representative capacity only, and on behalf of other members of the general public
6 similarly situated, in this matter.

7 2. I make this declaration in support of Plaintiffs' Unopposed Motion for PAGA Settlement
8 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
9 testify, could and would do so.

10 **Background, Investigation and Settlement Terms**

11 3. As this is a "PAGA" action only, the Limitations Period begins on March 8, 2023.

12 4. On **March 17, 2025**, and following the exchange of discovery, analysis of numerous sets of
13 time and wage data, the Parties attended a full day mediation before respected "Wage and
14 Hour" Mediator Michael D. Young. The case did not settle on this date. After subsequent
15 arms-length negotiations, the Parties reached a proposed settlement that includes a payment
16 of penalties to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of the
17 Settlement Agreement.

18 5. On **July 15, 2025**, Plaintiff's counsel gave notice of the instant Settlement to the LWDA. To
19 date, Plaintiff's counsel has not received notice that the LWDA would intervene. Attached
20 hereto as **Exhibit 2** is a true and correct copy of the "auto-generated" E-Mail received from the
21 LWDA.

22 6. On **August 13, 2025**, Plaintiff's counsel uploaded via the LWDA's electronic filing portal the
23 parties' Settlement Agreement and Hearing date submitted with this application. Attached
24 hereto as **Exhibit 3** is a true and correct copy of the "auto-generated" E-Mail received from the
25 LWDA.

26 7. On **August 27, 2025**, Plaintiffs' counsel uploaded via the LWDA's electronic filing portal
27 copies of this Motion, including the Notice, this supporting Memorandum, Declaration, and
28 Proposed Order & Judgment. To date, Plaintiffs' counsel has not received any opposition from

the LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of the “auto-generated” E-Mail received from the LWDA.

8. Defendant has confirmed that as of the date of this settlement, there are **657** PAGA group members and **12,500** pay periods at issue. After deduction of all “contingent costs” set forth below, each PAGA member will receive an average payment of **\$48.79**.

9. The Total Value of the proposed Settlement is **\$250,000.00** which is broken down as follows:

* **\$83,333.33** Attorneys’ Fees (33% of total settlement value);

* **\$12,933.25** PAGA Counsel Expenses Payment

* **\$5,500.00** Settlement Administrator Fees

* **\$20,000.00** Plaintiffs’ Enhancement Award (\$10,000.00 each)

* Sub-Total of **\$128,233.42** 75% (**\$96,175.01**) shall be assigned/paid to the LWDA as penalties.

* The remaining 25% (**\$32,058.41**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.

10. There are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims.

Experience of Counsel

11. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 31 years. He has approximately 30 years of experience in “class action” litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple “Wage and Hour” Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 31-year career, he has acted as Lead Plaintiffs’ counsel on “Wage and Hour” Class/Representative actions that have collected more than \$300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

12. Mr. Eric K. Yaeckel has over 14 years of experience as a licensed California attorney who is

1 primarily engaged in prosecuting class and representative actions. Mr. Yaeckel has spent his
2 entire practice engaged in prosecuting class and representative actions. Mr. Yaeckel became
3 a partner in 2020.

4 13. I have approximately 7 years of experience as a licensed California attorney, and have
5 dedicated my entire practice to prosecuting class and representative actions.

6 14. Our office are the attorneys of record in a matter recently (and favorably) decided before the
7 California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The
8 *Donohue* matter is a certified class and PAGA action.

9 15. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action,
10 or representative action, allegations. These cases are set within the California Superior Court
11 and Federal District Courts in California. Our office is currently lead counsel on claims that
12 have been certified by both Court Order and by stipulation of the parties. In the last three years,
13 Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on
14 behalf of a Certified Class.

15 16. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three “Wage and
16 Hour” Representative (PAGA) cases.

17 17. Our firm has the requisite experience knowledge of California law and the Federal Rules of
18 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
19 this matter to represent a fair, adequate and reasonable settlement that is well within the
20 accepted range of recoveries for similar wage and hour class actions. I also believe the
21 Agreement is in the best interests of the Settlement Class Members. I am also aware that
22 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
23 extensive experience defending similar wage and hour class actions.

24 18. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
25 adequate payment to the LWDA and aggrieved employees.

26 **The Lodestar Analysis**

27 19. Plaintiffs seek attorneys fees in the amount of one-third of the total settlement amount, which
28 is \$83,333.33. For purposes of a lodestar cross-check the firms’ attorneys’ fees incurred (to

1 date) are estimated to amount to approximately \$96,783.00. The Attorney's fees on behalf of
2 Plaintiffs' counsel are broken down as follows:

- 3 a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of
4 Plaintiffs. Over the course of the investigation (including pre-filing), Mr. William
5 Sullivan has currently expended approximately **22.3** hours in the service of this action.
6 **22.3** hours times **\$800.00** equals **\$17,840.00**. The work includes nearly all preliminary
7 investigation, the majority of the client and employee interaction/meetings, and much
8 of the other pre-settlement work, including the preparation of the original Mediation
9 Brief and damages analysis. This time also includes traveling to at least 4 interviews
10 with potential aggrieved employees. The preliminary investigation included the review
11 and analysis of several thousand documents, as well as additional phone interviews
12 with at least 3 other employees. Mr. Sullivan undertook significant hours of pre-filing
13 investigation, wherein many of the interviews took place. During this time, Mr.
14 Sullivan also investigated Defendant, its business practices, and any variations in
15 employee job duties and rates of pay.
- 16 b. Mr. Yaeckel was the partner primarily assigned to oversee the "day to day" activity of
17 the primary associate assigned to this case. My billing rate is **\$700.00** per hour. I have
18 currently expended approximately **52.6** hours in the service of this action. **52.6** hours
19 times **\$700.00** equals **\$36,820.00**. Aside from supervising the Associate Attorney, this
20 work includes attending hearings, drafting and reviewing correspondence, legal
21 research, and communication with opposing counsel.
- 22 c. I served as the primary Associate Attorneys assigned to the case. My billing rate is
23 **\$475.00** per hour. I expended approximately **88.7** hours in the service of this action
24 **88.7** hours times **\$475.00** equals **\$42,123.00**. My work performed consisted of, for the
25 most part, analysis of Defendants' documents and records, in preparation for
26 mediation. Thousands of pages of documents were produced over time throughout the
27 litigation. I was also assigned to discovery creation/review, assisting with all discovery
28 responses, the preparation of "meet and confer" letters and other contact with defense

counsel. I also provided a detailed analysis of all employment records to determine liability and penalties. I also attended a full day mediation, and participated in extensive follow up, arms length negotiations that led to the instant settlement. I was also primarily responsible for drafting and finalizing the settlement agreement, as well as the instant Motion for PAGA Approval. I will also attend the approval hearing and will assist in ensuring the settlement is fully performed.

e. Given the actual attorneys fees incurred is \$96,783.00, no lodestar multiplier is necessary.

Please Note: there is no authority Plaintiff is aware of requiring a lodestar analysis in a PAGA matter. Moreover, the results obtained here, including the average net recovery per PAGA Member exceed those normally observed in PAGA only settlements. Finally, the results obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support this request.

The Reasonableness of Plaintiffs' Hourly Rates

20. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 5**. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).

21. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between \$1,141–\$899 per hour. Mr. Sullivan has over 30 years of experience and bills at \$800 per hour.

Please Note: While \$800 an hour may seem like a high figure at first glance, multiple Court's (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan. Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully) tried numerous of these types of cases. He has also successfully argued in front of the California Supreme Court in a Class and Representative action that is frequently cited in "wage

and hour” litigation involving Meal Period claims. *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58.

22. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between \$948- \$747 per hour. Mr. Yaeckel has over 15 years experience working on class action litigation and only bills at the rate of \$700 per hour.

23. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$581 - \$465 per hour. I billed at the rate of \$475 per hour.

24. Accordingly, we submit our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions.

25. Our hourly rates have routinely been approved by numerous federal and state Courts.

26. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

Costs of Litigation

27. The total costs expended by our office in this matter will be **\$12,933.25**. The attached Cost Worksheet on behalf of Plaintiffs was contemporaneously maintained and updated by my office. (See **Exhibit 6**). This is a true and accurate summary of the costs incurred by Plaintiffs’ counsel. The costs include, filing and service fees (including the Complaint and all other pleadings, all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees, Legal Research and Postage and Copying Costs). All costs were necessary to the continued prosecution of this matter. Defendant agreed not to oppose reimbursement of costs up to **\$13,000.00**. Plaintiff requests the Court approve the request for costs in the specific amount of **\$12,933.25**.

Additional Factors Relevant to PAGA Approval

28. Plaintiffs allege that they - and other employees - received “short,” “late,” or “missing” Meal Periods, including those documented within Defendant’s Time Records. Plaintiffs also

1 challenged whether Defendant maintained lawful meal and rest periods. Plaintiffs alleged they-
2 and other employees -were not properly compensated due to Defendant's failure to maintain
3 accurate time records. Finally, Plaintiffs also challenged whether Defendant maintained lawful
4 meal and rest period policies.

5 29. The catalyst of this litigation concerned allegations that the aggrieved employees were denied
6 legally compliant meal and rest periods, and were not paid for all hours worked. Investigations
7 completed by Plaintiffs' counsel revealed that Defendant's timekeeping policies and employee
8 records were not in compliance with California law. However, these investigations also
9 revealed that the "rate of violation" by Defendant was significantly less than 100%. On many
10 of those occasions, it appears that Defendant did, in fact, comply with the law.

11 30. Prior to settlement, Plaintiffs' Counsel conducted a thorough analysis of the documents and
12 data produced by Defendant. This included an analysis of all relevant written policies and *all*
13 time and wage records for other putative aggrieved employees. Plaintiffs' Counsel was able
14 to realistically assess the value of Plaintiffs' claims, and intelligently engage Defense Counsel
15 in settlement discussions that culminated in the proposed settlement now before the Court.
16 Plaintiffs Counsel calculated the estimated maximum scope of liability as being between
17 \$1,000,000.00 and \$2,000,000.00.

18 31. However, as is set forth more fully below, all counsel are aware "maximum" awards in PAGA
19 only cases are exceedingly rare. Moreover, most trial Courts (including this Trial Court, in the
20 *Carrington* matter) decline to "stack" PAGA penalties. "Stacking" refers to imposing multiple
21 penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at
22 least four Labor Code provisions that allow for separate penalties pursuant to PAGA.

23 32. Plaintiffs were able to identify hundreds of examples of "missing" or "late" Meal Periods
24 without the provision of a Meal Period Penalty Payment. However, Defendant argued that
25 these records do not conclusively show whether (1) Defendant actually failed to provide the
26 Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4)
27 employees voluntarily chose to skip or take them late even though they were provided.

28 33. Plaintiffs also alleged Defendants' written policies were illegal, and improperly restricted class

members from leaving the premises during their Rest Periods. Defendants argued that witness testimony would demonstrate that - in practice - Defendants did not restrict its employees from "leave the premises" during Rest Periods. The rest period claims would have been harder to prove on a representative basis given that rest breaks were not recorded on the time records. Plaintiff calculates the scope of liability on the above claims as follows:

Meal and Rest Period Violations: 12,500 (total number of pay periods) x \$100.00 (amount of penalty) x 2 (number of Labor Code violations, §§ 226.7 and 512) x 25% (amount of pay periods that show at least 1 violation) = **\$625,000.00**

Rest Period Policy Violations: 12,500 (total number of pay periods) x \$100.00 (amount of penalty) x 2 (number of Labor Code violations, §§ 226.7 and 512) x 25% (amount of pay periods that show at least 1 violation) = **\$625,000.00**

34. Plaintiffs allege that Defendants failed to pay minimum wages to employees for all time spent under Defendants' control. This allegation is based on the following alleged facts: Defendants failed to maintain accurate Time Records to the detriment of the employees. More specifically, although Defendants would receive "to-the-minute" start and end times, Defendants would thereafter alter - deduct time from - the Time Record, prior to payment of compensation to the employees.

35. Plaintiffs allege that Defendants failed to pay Plaintiff and all other Aggrieved Employees all compensation, including overtime compensation, due in violation of, among other statutes, Labor Code section 510. These violations occurred due to Defendants' illegal policies, referenced above, whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510. Plaintiff calculates the scope of liability on the above claims as follows:

12,500 (total number of pay periods) x **\$100.00** (amount of penalty) x **3** (number of Labor Code

violations, §§ 510, 558 and 1194) x **35%** (amount of pay periods that show at least 1 violation)
= **\$1,312,500.00**

36. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203 penalties would only be permissible if the above claims are proven. Plaintiffs had also alleged violations for failure to reimburse business expenses pursuant to Labor Code § 2802. However, it appeared Defendant had compliant reimbursement policies and any un-reimbursed expenses would have been very minimal. Plaintiff calculates the scope of liability on the above claims as follows:

12,500 (total number of pay periods) x **\$100.00** (amount of penalty) x **3** (number of Labor Code violations, §§ 203, 204, 2802) x **15 %** (amount of pay periods that show at least 1 violation) = **\$562,500.00**

37. Plaintiffs' counsel is aware of the Court's discretion to mitigate penalties pursuant to California Labor Code section 2699(e)(2). To confirm, Plaintiffs' counsel experienced the mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to the efforts made by the employer to comply with the law.

38. Plaintiffs' counsel agrees that penalties *should* be mitigated where violations are minimal (or rare), or where the employer makes significant efforts to comply with the Labor Code.

39. Given the above, a full award of penalties by the Trial Court would result in a judgment of approximately **\$3,812,500.00** dollars. However, the total penalties were then discounted as it is highly unlikely the Court would award a maximum penalty. It is also unlikely derivative penalties would be awarded at all.

40. Here, for purposes of the exposure analysis, Plaintiff ran one model where penalties were reduced approximately 65%, which would have resulted in an approximate judgment of \$1,334,375.00. Plaintiffs also ran a more favorable model where penalties would be reduced by approximately 50%, which would have resulted in an approximate judgment of \$1,906,250.00. Accordingly, this is how Plaintiffs calculated the estimated maximum scope of liability as being between \$1,000,000.00 and \$2,000,000.00.

1 41. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiffs'
2 counsel that the settlement fair, adequate, and reasonable. Specifically, Plaintiffs' counsel's
3 understanding is that Defendant has agreed to review its policies and practices, and amend
4 them to the extent they do not comply with California law.

5 42. Plaintiffs have uploaded this entire motion to the LWDA, concurrent with the filing. (See the
6 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiffs have not received
7 a response from the LWDA regarding the proposed settlement. If the LWDA contacts
8 Plaintiffs' counsel at any time prior to the hearing, Plaintiffs' counsel will provide an updated
9 declaration to the Court.

10 43. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to
11 the Settlement Agreement (**Exhibit 7**).

12 44. The named Plaintiffs contributed extensive time and resources in the prosecution of this case.
13 Plaintiff were able to provide information instrumental to the prosecution of this matter
14 including identifying numerous witnesses that could corroborate the claims. Plaintiffs also
15 assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff
16 brought to our attention numerous Labor Code violations that formed the basis of the litigation
17 sad assisted counsel with finalizing the settlement.

18 45. I know (from experience) that any company who does a detailed background check, will be
19 able to determine that Plaintiffs are serving as PAGA and/or class representatives in a lawsuit
20 against their former employer.

21 46. Here, by "sticking out their neck out" as PAGA Representatives in a publicly filed lawsuit,
22 Plaintiffs took a substantial risk that may adversely impact their ability to work in this field in
23 the future. An entire industry exists that allows employers to run extensive background
24 searches on potential employees. Companies who provide these services specifically highlight
25 the fact that their services allows employers to weed out litigious employment candidates. One
26 such service outlines ways that employers can "get a sense of whether a prospective employee
27 is likely to sue" the employer, through background checks and other means, to screen out these

28 e m p l o y e e s .

1 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
2 Credit Rating Agency of India states: "Background screening has become a necessity in today's
3 litigious society." Back Track Screening also represents: "In today's litigious culture, employers
4 simply cannot afford to hire employees who will put their company at risk."
5 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

6 47. Finally, any employer may simply check the various Superior Court of California websites and
7 conduct a party name search to uncover whether an applicant has previously filed litigation
8 against their employer.

9 48. Plaintiffs also risked personally owing a large cost award, which I estimate would be well into
10 the tens of thousands of dollars, had the claims been unsuccessful.

11 49. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery
12 on behalf of the entire group of aggrieved employees.

13 50. The parties have agreed to engage Xpand Legal Consulting ("Xpand") as the Settlement
14 Administrator. Xpand has agreed to carry out all Administration duties for an amount not to
15 exceed **\$5,500.00**. Attached hereto as **Exhibit 8** is a true and correct copy of the bid obtained
16 from Xpand.

17 51. Xpand has extensive experience acting as a Settlement Administrator and is prepared to carry
18 out all Settlement Administration duties consistent with the parties Agreement and the Final
19 Order of this Court.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed this 27th day of August, 2025 at San Diego, California.

22
23 
24 RYAN T. KUHN
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EXHIBIT 1

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, Dimension Hospitality, LLC and 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 returned 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 that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, including any claims and/or theories of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Action and 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, failure to timely pay wages at termination, and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release includes, but is not limited to, claims arising under 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.

Rebecca Ortega (Suarez)
Plaintiff

Proxysigned by:

[REDACTED]

Date: 7/23/2025

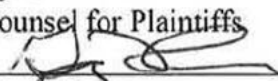
Susana A. Jimenez Lujan
Plaintiff

Date: _____



Ryan T. Kuhn
Counsel for Plaintiffs

7/28/25
Date: _____



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

Date: 8/25/25

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

Date: _____

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.


[REDACTED]

Date: 7/25/2025

Rebecca Ortega (Suarez)
Plaintiff

Date: _____

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: 8/20/2025



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

EXHIBIT 2

From: no-reply@formassembly.com
To: [Ryan Kuhn](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, July 15, 2025 12:37:53 PM

07/15/2025 12:37:33 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/15/2025 12:37:33 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1012050-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

From: [DIR PAGA Unit](#)
To: [Ryan Kuhn](#)
Subject: Thank you for your Other Response or Document Submission
Date: Wednesday, August 13, 2025 9:33:38 AM

08/13/2025 09:33:16 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Transportation	\$233.55	
One Legal	\$697.00	
Copies	\$189.45	
Postage	\$88.95	
Knox	\$343.65	
LWDA	\$75.00	
Research	\$855.65	
Sub-Total	\$2,483.25	2/19/2025
Judicate West	\$10,450.00	

2nd subtotal **\$12,933.25** 2/28/2025

EXHIBIT 7

NOTICE OF PAGA SETTLEMENT

Rebecca Ortega, et al. v. G&B Hotel Employee Leasing, LLC, et al.

(Superior Court of California, County of San Diego, Case No. 37-2024-00022041-CU-OE-CTL)

INSERT TPA INFO

« e»
«BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiffs are Rebecca Ortega and Susana A. Jimenez Lujan (“Plaintiffs”), and the Defendants are *G&B Hotel Employee Leasing, LLC; C&L Cleaning Services, Inc.; and SWVP MDM LLC*. (“Defendants”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period (“PAGA Group Employees”). The PAGA Period is March 9, 2023 through the present.

It is important to note that Defendants deny all claims and allegations in the Action, denies that it owes any penalties, and asserts that it have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release of the PAGA claims. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendant in your individual capacity.

By Order dated **Date of Court Approval**, the Superior Court approved the Settlement and the release of the Claims. According to the Defendant’s records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.

EXHIBIT 8

XPAND

Case Name:

Ortega v. Dimension

Date:

June 4, 2025

Client Name:

Shareef Farag

Client Email:

sfarag@bakerlaw.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

**Cost Estimate for Legal Administration Services*

**Pricing Good for 90 Days*

**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing

Class Size	657
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	Yes
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$150.00	1	\$150.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$150.00	1	\$150.00
NCOA (Includes CASS & LACS)	Flat Fee	\$200.00	1	\$200.00
Spanish Translation	Flat Fee	\$500.00	1	\$500.00
Toll Free Telephone Support	Flat Fee	\$250.00	1	\$250.00
Static Website	Flat Fee	\$250.00	1	\$250.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Total \$1,500.00

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$150.00	1	\$150.00
Status Reporting (Ongoing & Final)	Hourly	\$75.00	1	\$75.00
Declaration (Final Approval & Payment)	Hourly	\$125.00	1	\$125.00
Executive Oversight	Hourly	\$200.00	1	Waived

Total \$350.00

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$150.00	1	\$150.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$150.00	1	\$150.00
Print & Mail Payments	Per Piece	\$1.10	657	\$722.70
USPS First Class Mail - 1oz	Per Piece	\$0.70	657	\$459.90
Undeliverable Payment Processing	Per Piece	\$2.00	66	\$131.40
Address Trace Undeliverable Mail	Per Piece	\$2.00	66	\$131.40
Remail Payments (Undeliverable & Forwards)	Per Piece	\$4.00	85	\$341.64
Tax ID Setup & Shutdown	Flat Fee	\$250.00	1	\$250.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	\$125.00	3	\$375.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$75.00	3	\$225.00
Process Remaining Funds	Flat Fee	\$712.96	1	\$712.96

Total \$3,650.00

Total Case Cost - Flat Fee:

\$5,500.00

Terms & Conditions

All services to be provided by Xpand Legal Consulting LLC (hereinafter, "Xpand") to you (hereinafter, the "Client") shall be subject to the following terms and conditions (these "Terms and Conditions") of this Agreement:

- 1. Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as specified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and Conditions, this "Agreement"). The Services do not constitute legal services or advice.
- 2. Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law, and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the methods, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control of the Client in the performance of the Services, except as to the results to be achieved.
- 3. Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third-party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discounts on eligible banking services and fees, and loans at favorable rates.
- 4. Payment of Fees:** Fees will be invoiced by Xpand and due and payable by the Client once the relevant payments are made to class members and counsel in accordance with direction from the court of the applicable case (the "Court"). If payment is not made in full within 30 days of the invoice date, penalty interest at a rate of .8333% per month (10% per year) on the amount past due may be imposed by Xpand. The Services are not provided on a contingency fee basis. For the avoidance of doubt, decisions of the court and actions of the parties, including disapproval or withdrawal of the relevant settlement or case dismissal, do not affect the Client's obligation to Xpand for payment of Services.
- 5. Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless against any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and handling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
- 6. Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by the Client or another party to the action. In the event Xpand is notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to, within ten (10) business days of receipt of such notification, (1) provide legal representation at the Client's expense to avoid such access, or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If the Client does not timely select its option, it shall be irrevocable deemed to have select option (2) and be obligated to reimburse Xpand in accordance therewith. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- 7. Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- 8. Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant case is no longer subject to appeal or review.
- 9. Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such liability.
- 10. Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) months' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
- 11. Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) business days after delivery to such courier service.
- 12. Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- 13. Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing by the relevant party's authorized representative.
- 14. Jurisdiction:** The parties hereto submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- 15. Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
- 16. Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as delivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

Acceptance of Terms and Conditions

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.