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And JOSE GUADALUPE HERNANDEZ on behalf of themselves
and all others similarly situated and aggrieved

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHEL'LE GERALDINE BANKHEAD,
an individual and on behalf of all others
similarly situated,

Plaintiff,

v.

CRESTLINE HOTELS & RESORTS – LOS
ANGELES, INC., a Delaware corporation;
CRESTLINE HOTELS & RESORTS, LLC, a
Delaware limited liability company; ORCUN
TURKAY, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV02684
RELATED CASE NO: 24STCV10169

[Assigned for all purposes to the Hon.
Samantha Jessner in Dept. 7]

**FIRST AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: February 1, 2024
Trial Date: None Set

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Attorneys for Defendants, CRESTLINE HOTELS & RESORTS – LOS
ANGELES, INC. and CRESTLINE HOTELS & RESORTS, LLC

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiffs Michel’le Geraldine Bankhead (“Plaintiff Bankhead”) and Jose
3 Guadalupe Hernandez (“Plaintiff Hernandez” and collectively, “Plaintiffs”), and defendants
4 Crestline Hotels & Resorts – Los Angeles, Inc. and Crestline Hotels & Resorts, LLC
5 (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as
6 “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action(s)” means the Plaintiffs’ lawsuit alleging wage and hour violations against
9 Defendants, captioned *Michel’le Geraldine Bankhead v. Crestline Hotels & Resorts – Los*
10 *Angeles, Inc., et al.*, Case No. 24STCV02684 (the “Class Action”), initiated on February 1, 2024,
11 and pending in Superior Court of the State of California, County of Los Angeles, and *Michel’le*
12 *Geraldine Bankhead v. Crestline Hotels & Resorts – Los Angeles, Inc., et al.*, Case No.
13 24STCV10169 (the “PAGA Action”), initiated on April 23, 2024, and pending in Superior Court
14 of the State of California, County of Los Angeles.

15 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
18 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
19 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
20 Preliminary Approval of the Settlement.

21 1.4. “Aggrieved Employee” means all persons who are or previously were employed by
22 Defendants in California and classified as non-exempt at any time during the PAGA Period.

23 1.5. “Class” means all persons who are or previously were employed by Defendants in
24 California and classified as non-exempt employees at any time during the Class Period.

25 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.

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1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
2 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action.

4 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
5 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
6 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
7 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

8 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
10 Class Member who qualifies as an Aggrieved Employee).

11 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
12 current Class Member mailing addresses using all reasonably available sources, methods and
13 means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
16 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
17 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
18 A and incorporated by reference into this Agreement.

19 1.12. “Class Period” means the period from May 21, 2022 through January 31, 2025.

20 1.13. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint in the
21 Action seeking Court approval to serve as a Class Representatives.

22 1.14. “Class Representative Service Payment” means the payment to the Class Representatives
23 for initiating the Action and providing services in support of the Action.

24 1.15. “Court” means the Superior Court of California, County of Los Angeles.

25 1.16. “Defendants” means named defendants in the Operative Complaint, Crestline Hotels &
26 Resorts – Los Angeles, Inc. and Crestline Hotels & Resorts, LLC.

27 1.17. “Defense Counsel” means Nancy Yaffe and Steven P. Gallagher of Fox Rothschild LLP.

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1 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. "Gross Settlement Amount" means Six Hundred Ninety-Seven Thousand Dollars and
14 Zero Cents (\$697,000.00) which is the total amount Defendants agree to pay under the
15 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
16 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount
17 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
18 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
19 and Administrator's Expenses.

20 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
21 Net Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.

23 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
24 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
25 Period.

26 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

27 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
28 entitled, under Labor Code section 2699, subd. (i).

1 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).

3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
7 paid to Participating Class Members as Individual Class Payments.

8 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.30. “Operative Complaint” shall mean the First Amended Complaint to be filed in the Class
11 Action.

12 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
13 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
14 (as applicable), and termination dates (as applicable).

15 1.32. “PAGA Period” means the period from February 18, 2023, through the end of the Class
16 Period.

17 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

18 1.34. “PAGA Notice” means Plaintiff Bankhead’s February 18, 2024, letter to defendants and
19 the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

20 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
21 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA
22 in settlement of PAGA claims.

23 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
24 timely Request for Exclusion from the Settlement.

25 1.37. “Plaintiffs” means Michel’le Geraldine Bankhead and Jose Guadalupe Hernandez, the
26 named plaintiffs in the Operative Complaint.

27 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
28 Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents, and any third parties for whom Defendant acts as agent and their franchisors.

1.43. “Request for Exclusion” means a Class Member’s submission of a compliant written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.46. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On February 1, 2024, Plaintiff Bankhead commenced this Action by filing a class action complaint in Superior Court of the State of California, County of Los Angeles against Defendants for: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal breaks; (4) failure to provide rest breaks, or compensation in lieu thereof; (5) waiting time

1 penalties; (6) wage statement violations; (7) failure to timely pay wages; and (8) unfair
2 competition (the “Class Action”).

3 2.2. On February 1, 2024, Plaintiff Bankhead provided a written notice pursuant to Labor
4 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
5 alleged violation of various provisions of the Labor Code, to the LWDA, as well as by certified
6 mail, with return receipt requested to Defendants, and each of them.

7 2.3. On April 23, 2024, Plaintiff Bankhead filed an action against Defendants in the Los
8 Angeles Superior Court, Case No. 24STCV10169, seeking for civil penalties under PAGA (the
9 “PAGA Action”). The Class Action and the PAGA Action were consolidated.

10 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

11 2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll
12 records; (b) wage and hour policy documents; and (c) all documents pertaining to Plaintiffs
13 available to Defendants.

14 2.6. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
15 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
16 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

17 2.7. On January 23, 2025, Plaintiff Bankhead, Plaintiff Hernandez, and Defendants (the
18 “Parties”) participated in an all-day mediation presided over by Lynn Frank. The mediation was
19 successful, and the Parties agreed to globally resolve all class and PAGA claims in the Actions.

20 2.8. As part of this Agreement, the Parties further agree to stipulate to Plaintiff Bankhead
21 filing a First Amended Complaint in the Class Action, adding Plaintiff Hernandez as a named
22 plaintiff, and adding the claims alleged in the PAGA Action to the Class Action to effectively
23 consolidate the Class Action and PAGA Action (hereinafter, the “Action”) for the purposes of
24 settlement approval. The First Amended Complaint in the Action shall be the Operative
25 Complaint. Additionally, Plaintiffs agree to dismiss Defendant Orcun Turkay from the Operative
26 Complaint, whether by stipulation or seeking a separate dismissal, should the Court require.

27 2.9. The Court has not granted class certification.

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2.10. The Parties, Class 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 by Paragraph 8.1 below, Defendants promise to pay \$697,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than \$7,500.00 to Plaintiff Bankhead and Plaintiff Hernandez each, for a total of \$15,000 to Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

1 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
2 Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
4 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
5 Agreement, is currently estimated to be \$243,950.00 and a Class Counsel Litigation
6 Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests
7 for these payments provided that do not exceed these amounts. Plaintiffs and/or Class
8 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
9 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
10 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
11 than the amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
13 other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee
14 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
15 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
16 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
17 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
18 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
19 or controversy regarding any division or sharing of any of these Payments. There will
20 be no additional charge of any kind to either the Settlement Class Members or request
21 for additional consideration from Defendants for such work unless Defendants
22 materially breach this Agreement, including any term regarding funding, and further
23 efforts are necessary from Class Counsel to remedy said breach, including, without
24 limitation, moving the Court to enforce the Agreement. Should the Court approve
25 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
26 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
27 Settlement Amount.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$12,750.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$12,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility
17 and liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for distribution
22 to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00)
25 allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the
26 Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 877 Class Members who collectively worked a total of 52,000 Workweeks, and 800 Aggrieved Employees who worked a total of 23,000 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

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1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
3 transmitting the funds to the Administrator no later than 60 days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
5 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
8 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
10 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
11 Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S.
14 Mail, postage prepaid. The face of each check shall prominently state the date (not less
15 than 180 days after the date of mailing) when the check will be voided. The
16 Administrator will cancel all checks not cashed by the void date. The Administrator
17 will send checks for Individual Settlement Payments to all Participating Class Members
18 (including those for whom Class Notice was returned undelivered). The Administrator
19 will send checks for Individual PAGA Payments to all Aggrieved Employees including
20 Non-Participating Class Members who qualify as Aggrieved Employees (including
21 those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment
23 and the Individual PAGA Payment. Before mailing any checks, the Settlement
24 Administrator must update the recipients' mailing addresses using the National Change
25 of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS forwarding
28 address. Within 7 days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained through
2 the Class Member Address Search. The Administrator need not take further steps to
3 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
4 The Administrator shall promptly send a replacement check to any Class Member whose
5 original check was lost or misplaced, requested by the Class Member prior to the void
6 date.

7 4.4.3. For any Class Member whose Individual Class Payment check or Individual
8 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
9 shall transmit the funds represented by such checks to the California State Controller's
10 Office, Unclaimed Property Fund.

11 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
12 not obligate Defendants to confer any additional benefits or make any additional
13 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
14 specified in this Agreement.

15 **5. RELEASE OF CLAIMS**

16 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
17 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
18 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
19 Class Members, and Class Counsel will release claims against all Released Parties as follows:

20 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
22 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
23 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
24 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
25 have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA
26 Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to
27 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
28 benefits, social security benefits, workers' compensation benefits that arose at any time, or based

on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were pled in the Operative Complaint, including but not limited to: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; violation of Labor Code section 227.3; waiting time penalties; wage statement violations; failure to timely pay wages; unfair competition; and violation of California Business and Professions Code Section 17200.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release of PAGA Claims: To the extent permitted by law, the State of California and the LWDA, by and through Plaintiffs as an agent and proxy of the LWDA, will release all contingent or accrued claims to penalties that were pled in the PAGA Notice and Operative Complaint under California Labor Code Section 2698 a seq., for the duration of the PAGA Period. This release

includes all claims, contingent or accrued, that were pled or reasonably could have been pled in the Operative Complaint and PAGA Notice against Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the PAGA Notice and Operative Complaint.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

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1 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
3 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
4 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
5 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
6 Administrator.

7 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
10 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
11 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
13 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
14 Court's concerns.

15 7. SETTLEMENT ADMINISTRATION

16 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
17 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
18 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
19 for payment of Administration Expenses. The Parties and their Counsel represent that they have
20 no interest or relationship, financial or otherwise, with the Administrator other than a professional
21 relationship arising out of prior experiences administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
23 Identification Number for purposes of calculating payroll tax withholdings and providing reports
24 state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
26 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
27 468B-1.

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1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
5 Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
11 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
13 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
14 update Class Member addresses using the National Change of Address database.

15 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
17 using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search,
19 and re-mail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
24 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
25 notice is re-mailed. The Administrator will inform the Class Member of the extended
26 deadline with the re-mailed Class Notice.

27 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data

1 and should have received Class Notice, the Parties will expeditiously meet and confer,
2 and in good faith. in an effort to agree on whether to include them as Class Members.
3 If the Parties agree, such persons will be Class Members entitled to the same rights as
4 other Class Members, and the Administrator will send, via email or overnight delivery,
5 a Class Notice requiring them to exercise options under this Agreement not later than
6 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
7 ever are later.

8 **7.5. Requests for Exclusion (Opt-Outs).**

9 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
10 must send the Administrator, by mail, a signed written Request for Exclusion not later
11 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
12 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
13 from a Class Member or his/her representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's
15 name, address and email address or telephone number. To be valid, a Request for
16 Exclusion must be timely postmarked by the Response Deadline.

17 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The Administrator
19 shall accept any Request for Exclusion as valid if the Administrator can reasonably
20 ascertain the identity of the person as a Class Member and the Class Member's desire
21 to be excluded. The Administrator's determination shall be final and not appealable or
22 otherwise susceptible to challenge. If the Administrator has reason to question the
23 authenticity of a Request for Exclusion, the Administrator may demand additional proof
24 of the Class Member's identity. The Administrator's determination of authenticity shall
25 be final and not appealable or otherwise susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
28 to all benefits and bound by all terms and conditions of the Settlement, including the

1 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
2 regardless whether the Participating Class Member actually receives the Class Notice
3 or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment or
6 have the right to object to the class action components of the Settlement. Because future
7 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
8 Participating Class Members who are Aggrieved Employees are deemed to release the
9 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
10 PAGA Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
12 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
13 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
14 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
15 the allocation by communicating with the Administrator via mail. The Administrator must
16 encourage the challenging Class Member to submit supporting documentation. In the absence
17 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
18 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
19 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
20 Periods shall be final and not appealable or otherwise susceptible to challenge. The
21 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
22 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
23 the challenges.

24 7.7. Objections to Settlement

25 7.7.1. Only Participating Class Members may object to the class action components of
26 the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
28 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

1 7.7.2. Participating Class Members may send written objections to the Administrator by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
4 A Participating Class Member who elects to send a written objection to the
5 Administrator must do so not later than 45 days after the Administrator's mailing of the
6 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
7 mailed).

8 7.7.3. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
11 performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
13 and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
16 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
18 the Final Approval and the Judgment. The Administrator will also maintain and monitor
19 an email address and a toll-free telephone number to receive Class Member calls and
20 emails.

21 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
22 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
23 Not later than 5 days after the expiration of the deadline for submitting Requests for
24 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the
25 names and other identifying information of Class Members who have timely submitted
26 valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying
27 information of Class Members who have submitted invalid Requests for Exclusion; (c)
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copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received with any identifying information redacted, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received with identifying Class Member information redacted.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections and attach the Exclusion List using only employee identification numbers to identify Class Members that opted out. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court, including unredacted Class Member identifying information in the

Exclusion List, should the Court require it. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 877 Class Members and 52,000 Total Workweeks during the Class Period and (2) there are 800 Aggrieved Employees who worked 23,000 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are 52,000 Workweeks worked by Class Members during the Class Period. If the number of Workweeks worked by Class Members during the Class Period increases by more than 10% (5,200 Workweeks), then the Gross Settlement Amount will be increased on a pro-rata basis for any Workweek added above the 10% increase. For example, if the number is 11% or higher, the Gross Settlement Amount will be increased by 1%. Defendants may, at their sole option, cap the number of Workweeks in the release at 57,200 workweeks in lieu of extending the Class Period. This election must be made before the Court's entry of the Preliminary Approval Order.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall endeavor to provide drafts

of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. 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.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

9.5. 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 Class Members), 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 Final Approval 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 the Class Representative Service Payment or any payments to Class 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. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this

1 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
2 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
3 Settlement and this Agreement).

4 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
6 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
7 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
8 or indirectly, specifically or generally, to any person, corporation, association, government
9 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
10 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
12 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
13 government agency. Each Party agrees to immediately notify each other Party of any judicial or
14 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
15 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
16 conversation or other communication, before the filing of the Motion for Preliminary Approval,
17 any with third party regarding this Agreement or the matters giving rise to this Agreement except
18 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
19 restrict Class Counsel's communications with Class Members in accordance with Class
20 Counsel's ethical obligations owed to Class Members.

21 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
24 ability to communicate with Class Members in accordance with Class Counsel's ethical
25 obligations owed to Class Members.

26 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
27 together with its attached exhibits shall constitute the entire agreement between the Parties
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1 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
2 inducements made to or by any Party.

3 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
5 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
6 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
7 terms of this Agreement including any amendments to this Agreement.

8 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
12 or content of any document necessary to implement the Settlement, or on any modification of the
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the
14 assistance of a mediator and/or the Court for resolution.

15 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
22 Part 10, as amended) or otherwise.

23 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed or agreed to by all
25 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
26 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
27 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
28 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on

1 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
2 the use of signatures previously provided by the Parties.

3 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
4 the benefit of, the successors of each of the Parties.

5 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
6 governed by and interpreted according to the internal laws of the state of California, without
7 regard to conflict of law principles.

8 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
9 this Agreement. This Agreement will not be construed against any Party on the basis that the
10 Party was the drafter or participated in the drafting.

11 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
12 during Action and in this Agreement relating to the confidentiality of information shall survive
13 the execution of this Agreement.

14 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
15 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
16 in connection with the mediation, other settlement negotiations, or in connection with the
17 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
18 be used in any way that violates any existing contractual agreement, statute, or rule of court.

19 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this Agreement.

21 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
27 be accepted as an original. All executed counterparts and each of them will be deemed to be one
28 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.

11.18. 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.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:



12/22/2025

Plaintiff, Michel'le Geraldine Bankhead

For Defendant, Crestline Hotels & Resorts – Los Angeles, Inc.



01 / 21 / 2026

Plaintiff, Jose Guadalupe Hernandez

For Defendant, Crestline Hotels & Resorts, LLC

AGREED AS TO FORM ONLY:

/s/ Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Nancy Yaffe
Steven P. Gallagher
Counsel for Defendants



Jose Garay
Counsel for Plaintiffs

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IT IS SO AGREED:

Plaintiff, Michel'le Geraldine Bankhead

Signed by:

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Monica Bernstein
For Defendant, Crestline Hotels & Resorts – Los Angeles, Inc. 12/18/25

Plaintiff, Jose Guadalupe Hernandez

Signed by:

47E1B2846E75400...

Monica Bernstein
For Defendant, Crestline Hotels & Resorts, LLC
12/18/25

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

DocuSigned by:

4489682E1A424D2

Nancy Yaffe
Steven P. Gallagher
Counsel for Defendants
12/17/25