PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Lukas Javier ("Plaintiff") and Defendant Hyatt Corporation dba The Seabird ("Defendant" or "Hyatt"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" collectively refers to the lawsuit filed by Plaintiff against Defendant, *Javier v. Hyatt Corporation*, San Diego County Superior Court, Case No. 37-2024-00018273-CU-OE-NC, and the underlying Labor and Workforce Development Agency ("LWDA") notice.

1.2. "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, not to exceed $6,225, submitted to the Court in connection with Court Approval.

1.4. "Aggrieved Employees" is defined as all individuals who worked as hourly, non-exempt employees for Hyatt at The Seabird location between February 10, 2023 and July 1, 2025 ("PAGA Period").

1.5. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employee s by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.6. "Aggrieved Employee Data" means Aggrieved Employees identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), the number of pay periods worked by each allegedly Aggrieved Employee during the PAGA Period.

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

1.8. "Approval Hearing" means the Court's hearing on the Motion for Approval of the Settlement to determine whether to approve and implement the terms of this Agreement and enter the Judgment.

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

1.10. "Defendant" means Hyatt Corporation.

1.11. "Defense Counsel" means Brian P. Long, Michael Afar, and Sofya Perelshteyn of Seyfarth Shaw LLP.

1.12. "Effective Date" means the date upon which both of the following have occurred: (i) approval of the settlement is granted by the Court, and (ii) the Court's judgment approving the settlement becomes Final. The term "Final" shall mean the latest of: (i) if there is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court, or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review or writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment.

1.13. "Gross Settlement Amount" means Two Hundred Fifty-Two Thousand Dollars ($252,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay (1) PAGA Counsel Fees Payment, (2) PAGA Counsel Litigation Expenses Payment, (3) PAGA Penalties (75% to the Labor Workforce Development Agency and 25% to the Aggrieved Employees), and (4) the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant.

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 they worked during the PAGA Period.

1.15. "Judgment" means the judgment entered by the Court based upon Approval of the settlement.

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

1.17. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA.

1.18. "LWDA Notice" means the Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

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

1.20. "PAGA Counsel" means Maralle Messrelian of MM Law, APC.

1.21. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts to be paid to PAGA Counsel for fees and expenses, respectively, as approved by the Court and not to exceed more than 33.33% of the Gross Settlement Amount for fees (or $84,000) and actual expenses of $13,013.21, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action. The PAGA Counsel Litigation Expenses Payment shall not include mediation cancellation fees.

1.22. "PAGA Data" means the data provided to PAGA Counsel by Defendant in the form of time records, pay records, and attestation records for the Aggrieved Employees for purposes of mediation.

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

1.24. "PAGA Period" means the period of time from February 10, 2023 to July 1, 2025.

1.25. "PAGA Penalties" means $148,761.79 (the net amount remaining in this Settlement following all other deductions), of which 75% to the Labor Workforce Development Agency ($111,571.34) and 25% to the Aggrieved Employees ($37,190.45), in settlement of the PAGA claims.

1.26. "Released PAGA Claims" means any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were based on the facts stated in the Action which occurred during the PAGA Period, for failure to pay all minimum, regular, overtime, and double time wages earned for all hours worked at the correct rates of pay, failure to provide meal periods and meal period premiums, failure to permit and authorize rest periods and pay rest period premiums, failure to indemnify for business expenses, failure to issue accurate wage statements, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, and failure to maintain accurate employment records, in violation of Labor Code sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and the applicable California IWC Wage Order. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

1.27. "Released Parties" means Defendant and any respective parent, subsidiaries, affiliates, successors and related entities, including but not limited to Hyatt Hotels Corporation, DH2 Holding LLC and Oceanside Beach Resort Owner, LLC ("Oceanside"), any employee benefit plans sponsored or administered by the Company or such related entities, and any and all of its and their respective past or present officers, directors, partners, members, insurers, agents, assigns, attorneys, employees, trustees, administrators, fiduciaries, and any other persons acting by, through, under or in concert with any of them.

1.28. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

<u>The PAGA Action</u>

2.1. On April 15, 2024, Javier commenced the Action by filing a Representative Action Complaint against Defendant the Superior Court of the State of California, County of San Diego. The Action asserts claims that Defendant failed to pay all minimum, regular, overtime, and double time wages earned for all hours worked at the correct rates of pay, failed to provide meal periods and meal period premiums, failed to permit and authorize rest periods and pay rest period premiums, failed to indemnify for business expenses, failed to issue accurate wage statements, failed to timely pay wages during employment, failed to timely pay wages upon separation of employment, and failed to maintain accurate employment records, in violation of Labor Code sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

2.2. Prior to initiating the Action, on February 1, 2024, Plaintiff served an LWDA Notice to Defendant and the LWDA, asserting the same wage and hour PAGA claims as he asserted in the Action, and also non-wage and hour claims including harassment, hostile work environment, and retaliation.

2.3. Defendant denies the allegations in the Action and in Plaintiff's LWDA Notice, denies any failure to comply with the laws identified in the Action Complaint and in Plaintiff's LWDA Notice, and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.4. On May 21, 2025, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., a respected mediator of wage and hour representative action cases. During mediation, the Parties, represented by its respective counsel, was able to agree to settlement terms that resolve the Action, which were memorialized via email communication by Mr. Kyriacou. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties.

2.5. Prior to reaching resolution on May 21, 2025, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims. In particular, Defendant produced time punch data, payroll data, and meal and rest period attestation data for the entire PAGA Period, as well as figures for the total number of non-exempt employees, total number of former non-exempt-employees, total number of pay periods, total number of meal premiums paid, and total number of rest premiums paid during the entire PAGA Period.

2.6. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

2.7. 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 by Paragraph 9 below, Defendant promises to pay $252,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount is a material term of this Agreement. Except as set forth in Paragraph 9, to the extent Plaintiff or the Court seeks to require Defendant to pay more than the Gross Settlement Amount as part of this Settlement or Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in its Approval.

(a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be $84,000 and a PAGA Counsel Expenses Payment for actual costs and expenses incurred by PAGA Counsel related to the Action as supported by declaration, in the amount of Thirteen Thousand Thirteen Dollars and Twenty One Cents ($13,013.21). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment no later than 16 court days prior to the Approval Hearing. If the Court approves PAGA Counsel Fees and Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees and Expenses Payment. The Administrator will pay the PAGA Counsel Fees and Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The Court's approval of a PAGA Counsel Fees and Expense Payment is not a material term of the Settlement or this Agreement. If the Court does not approve or approves only a lesser amount than that requested by PAGA Counsel, the other terms of the Settlement and this Agreement shall still apply. The Court's refusal to approve the payments requested by PAGA Counsel does not give Plaintiff, Aggrieved Employees, or PAGA Counsel any basis to abrogate the Settlement or this Agreement.

(b) To the Administrator: An Administration Expenses Payment not to exceed $6,225 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than $6,225, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.

(c) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $148,761.79 to be paid from the Gross Settlement Amount, with 75% ($111,571.34) allocated to the LWDA PAGA Payment, and 25% ($37,190.45) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($37,190.45) by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA pay periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. 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.

iii. The Court's reduction or increase of the PAGA Penalties amount is not a material term of the Settlement or this Agreement. If the Court approves only a lesser amount or a higher amount than that requested by PAGA Counsel, the other terms of the Settlement and this Agreement shall apply. The Court's reduction or increase of the PAGA Penalties portion requested by PAGA Counsel does not give the Plaintiff or PAGA Counsel any basis to abrogate the Settlement or this Agreement. However, the Court's approval of a PAGA Penalties amount, including the LWDA PAGA Payment, is a material term of the Settlement or this Agreement. If the Court does not approve a PAGA Penalties amount set forth in this Agreement, then the PAGA Penalties amount shall be made in the amount required by the Court. If the Court requires the PAGA Penalties to be higher than as stated in this Agreement, the additional funds for the PAGA Penalties shall be taken from the Gross Settlement Amount. Thus, the Gross Settlement Amount shall not be increased in the Court requires a larger amount for this term.

4. SETTLEMENT FUNDING

4.1. Aggrieved Employee Data. Not later than 21 calendar days after the Court grants 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 Employee's 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 Aggrieved 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. The Administrator will also provide a copy of the final Aggrieved Employee list to PAGA Counsel in a redacted form, containing only an anonymized ID number and the number of pay periods worked by each Aggrieved Employee during the PAGA Period, compiled from the Aggrieved Employee Data, after review and approval by Defendant. PAGA Counsel shall similarly maintain this final Aggrieved Employee list in confidence, use it only for purposes of this Settlement and for no other purpose, and restrict access to its attorneys who need access to the list to effect and perform under this Agreement.

4.2. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) calendar days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payment, LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel Fees and Expenses Payment.

5.2. 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 "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database. If an Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail 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, requested by the Aggrieved Employee prior to the void date.

5.4. For any Aggrieved Employee whose 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 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (1) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint in the Action, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint in the Action or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.[1]

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and

---

[1]/ In addition, Plaintiff's individual claims asserted in his February 1, 2024 LWDA Notice are expressly excluded from the terms of this agreement.

that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR APPROVAL OF PAGA SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval ("Motion for Approval of PAGA Settlement") that complies with the Court's procedures and instructions.

7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval of the settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval that includes a request for approval of the PAGA Settlement under Labor Code section 2699(f)(2); (ii) a draft proposed Order Granting Approval of the PAGA 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; 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; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from each PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a), Operative Complaint (Labor Code section 2699(l)(1), this Agreement (Labor Code section 2699(l)(2). In their Declaration, 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.

7.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Approval of PAGA Settlement no later than 30 calendar 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.

7.3. 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

Approval or conditions 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.

7.4. 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 under C.C.P. section 664.6 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.

7.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees and Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees, 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.

7.6. 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 and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any PAGA Payments shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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 the purposes of calculating payroll tax withholdings and providing reports to the 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.

9. ESCALATOR CLAUSE. Based on its records, Defendant provided data to Plaintiff and figures from that data as to the total PAGA Periods. The Parties agree that based on the Aggrieved Employee Data, there are approximately 823 Aggrieved Employees who worked approximately 21,000 pay periods as of April 18, 2025. If the actual number of Pay Periods for all Aggrieved Employees exceeds the number of Pay Periods provided by Defendant by more than 10% as of May 21, 2025 (the date of mediation), the PAGA Penalties will increase by a pro-rata percentage above 10%. For example, if the actual number of Pay Periods for all Aggrieved Employees as of May 21, 2025 is 23,310 pay periods (11% increase from 21,000), the PAGA Penalties will increase by 1%.

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 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 Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 grant Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest manageability of any representative action group for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval of PAGA Settlement 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. Plaintiff, 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, any with 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.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit anyone to object to or intervene in Settlement, or appeal from the Judgment.

11.4. 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.

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

11.6. 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 first and then the Court for resolution.

11.7. 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.

11.8. Tax Advice. Neither Plaintiff, 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.

11.9. 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.

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

11.11. 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.

11.12. 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.

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

11.14. 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, 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 settlement funds have been disbursed, Plaintiff and PAGA Counsel shall destroy, all paper and electronic versions of PAGA Data received from Defendant.

11.15. 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.

11.16. 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.

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

To Plaintiff:

Maralle Messrelian
MM Law, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Tel.: (818) 810-7747
Fax: (818) 230-9018
E-Mail: maralle@mmlawapc.com

To Defendant:

Brian P. Long
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Tel.: (213) 270-9600
Fax: (213) 270-9601
E-Mail: bplong@seyfarth.com

Michael Afar
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Tel.: (310) 277-7200
Fax: (310) 201-5219
E-Mail: mafar@seyfarth.com

11.18. 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.

11.19. 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 a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

11.20. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/23/2025 Lukas Javier
Lukas Javier (Jul 23, 2025 16:31:34 PDT)
Plaintiff Lukas Javier

Dated: __________ ______________________________

______________________________[name]
For Defendant Hyatt Corporation

Dated: 07/23/2025 Maralle Messrelian
Maralle Messrelian
MM Law, APC
Attorney for Plaintiff Lukas Javier

Dated: __________ ______________________________
Brian P. Long
Michael Afar
Seyfarth Shaw LLP
Attorney for Defendant

11.18. 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.

11.19. 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 a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

11.20. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: __________ ______________________________
Plaintiff Lukas Javier

Tim Obert
Dated: 07/24/2025 tim.obert@destinationhotels.com

Tim Obert
______________________[name]
For Defendant Hyatt Corporation

Dated: __________ ______________________________
Maralle Messrelian
MM Law, APC
Attorney for Plaintiff Lukas Javier

DocuSigned by:
Michael Afar
1B8E85B395EF4B2...

Dated: 7/24/2025 ______________________________
Brian P. Long
Michael Afar
Seyfarth Shaw LLP
Attorney for Defendant