PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the "Agreement") is made by and between plaintiff Ilse Hernandez ("Plaintiff Hernandez") and defendants Pavilions Management, LLC and Aladdin Sammakieh (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" or "PAGA Action" means the action entitled *Ilse Hernandez v. Pavilions Management, LLC, et al.*, Case No. CU24-07673, pending in the Superior Court of the State of California, County of Solano.

1.2. "Administrator" means ILYM Group, 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 PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all individuals who are or were employed by Defendant Pavilions Management, LLC, in California and classified as a non-exempt employee at any time during the period from June 28, 2023 through December 4, 2025.

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

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved 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 Employees.

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Solano.

1.9. "Defendant" means named defendant Pavilions Management, LLC.

1.10. "Defendants" means named defendants Pavilions Management, LLC, and Aladdin Sammikieh.

1.11. "Defense Counsel" means Theodore E. Bacon and Claudia M. Coleman of the law firm of Frost Brown Todd, LLP, 235 Pine Street, Suite 1150, San Francisco, CA 94104.

1.12. "Effective Date" means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (b) when an appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the Parties will work in good faith to address the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement, the Court declines to approve the Settlement, the entire Settlement Agreement is seemed void and unenforceable as if no Settlement of any claim was ever reached.

1.13. "Enhancement Payment" means the amount Plaintiff Hernandez will receive (up to $2,000) for her service as lead named plaintiff in the Action.

1.14. "Gross PAGA Settlement Amount" means the total sum of Two Hundred Ninety Two Thousand Dollars and Zero Cents ($292,000.00), which is the total maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and the Administration Expenses Payment. Defendant will not be obligated to pay any additional amounts in connection with the PAGA Settlement.

1.15. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 35% of the Net Settlement Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.16. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.18. "LWDA PAGA Payment" means the 65% of the Net Settlement Amount, paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.21. "PAGA Counsel" means Harout Messrelian and Maralle Messrelian, Of Counsel, of the law firm Messrelian Law Inc., the attorneys representing the Plaintiff in the Action [101 N. Brand Blvd., Suite 1450, Glendale, CA 91203].

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff Hernandez's June 28, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated at 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

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

1.26. "PAGA Period" means the period from June 28, 2023 through December 4, 2025.

1.27. "Plaintiff" mean Ilse Hernandez ("Plaintiff Hernandez"), the named plaintiff in the Action.

1.28. "Plaintiff's Release Claims" means the claims being released by Plaintiff Hernandez as described in Section 5.1 below.

1.29. "Released PAGA Claims" means the claims being released by Plaintiff Hernandez, the Aggrieved Employees, and PAGA Counsel as described in Section 5 below.

1.30. "Released Parties" means Defendant Pavilion Management, LLC, its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, subsidiaries, affiliates, related entities, and managing agents (including but not limited to Defendant Aladdin Dino Sammakieh), and any and all of their respective agents, legal representatives, and/or attorneys.

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

2. RECITALS

2.1. On June 28, 2024, Plaintiff, by and through her counsel of record, filed PAGA Notice with the LWDA, asserting various violations of California's Labor Code.

2.2. On October 2, 2024, Plaintiff Hernandez filed a Complaint ("Operative Complaint") against Defendants for damages alleging a single cause of action for recovery of penalties under the PAGA. The lawsuit alleged violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order No. 5-2001. Specifically, the Operative Complaint asserted claims for: (1) failure to pay for all hours worked, including off-the-clock work (*e.g.*, rounding down hours and minimum wage); (2) failure to provide proper and accurate reporting time pay; (3) failure to pay overtime and doubletime; (4) failure to include bonuses, incentive payments, and/or shift differentials in calculating regular rate of pay and overtime and doubletime pay; (5) failure to provide uninterrupted rest breaks; (6) failure to provide uninterrupted meal breaks; (7) failure to pay meal and/or rest break premiums; (8) failure to keep accurate and complete payroll records; (9) failure to pay wages upon separation; (10) failure to indemnify for business expenses; (11) taking tips meant for employees, deducting tips from employee earned wages, deducting credit card fees from employee tips, providing credit card or cash tips to employees; (12) failure to provide correct or accurate sick pay; and (13) failure to provide suitable rest break facilities in violation of IWC Wage Order No. 5.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Hernandez gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On November 4, 2025, the Parties participated in an all-day mediation presided over by the Honorable David Brown (Ret.), which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff Hernandez obtained, through informal discovery, documents and information relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more, at all of Defendants' locations in California included within this Settlement.

2.6. 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 PAGA Settlement Amount. Except as provided in Section 8 below, Defendants promise to pay Two Hundred Ninety Two Thousand Dollars ($292,000.00), and no more, as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiff: The Enhancement Payment will be no more than $2,000 to Plaintiff. Defendant will not oppose requests for Court approval of the Enhancement Payment, provided that it does not exceed this amount. Plaintiff Hernandez and/or PAGA Counsel will seek approval of Plaintiff's Enhancement Payment in conjunction with seeking approval of this settlement agreement. If the Court approves an Enhancement Payment in amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA Counsel Fee

Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the payment using one or more IRS 1099 Forms. Plaintiff Hernandez assumes full responsibility and liability for any taxes owed on the representative payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of this payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than Thirty Five Percent (35%), or $102,200.00, of the Gross PAGA Settlement Amount and PAGA Counsel Litigation Expenses Payment of not more than Seven Thousand Five Hundred Dollars($7,500.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Six Thousand Dollars $6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: Net Settlement Amount of PAGA Penalties in the approximate amount of One Hundred Seventy Four Thousand Three Hundred Dollars (approximately $174,300, to be paid from the Gross PAGA Settlement Amount, with 65% (approximately $113,295.00) allocated to the LWDA PAGA Payment and 35% (approximately $61,005) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($61,005) 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. If the

Court approves the PAGA Penalties (*i.e.*, Individual PAGA Payments and LWDA PAGA Payment) in an amount 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. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that as of the date of mediation (November 4, 2025), there were 474 Aggrieved Employees who had worked a total of 19,763 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of when the Court enters the Judgment on its Order Approving the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later fourteen (14) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the Enhancement Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage

prepaid. The face of each check shall prominently state the void date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the Aggrieved Employee who failed to cash their check.

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

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

5.1 Plaintiff's Release: Plaintiff Hernandez and her respective former and present spouses, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences arising from all PAGA claims that were, or reasonably could have been alleged, based on facts contained in the PAGA Notice ("Plaintiff's Release").

5.2 Release by Aggrieved Employees:

All other Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released

PAGA Claims." "Released PAGA Claims" means all claims for PAGA penalties that were alleged, based on the alleged violations of the California Labor Code, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiff Hernandez to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiff's Individual Settlement Payment which is subject to a separate release, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel:

Except as otherwise provided in this Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel shall prepare and, following review and approval by Defendants' counsel, file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff Hernandez will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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 (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff Hernandez and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel are responsible for

expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

6.4 Dismissal. The Parties shall file a stipulation for dismissal with prejudice of the Action promptly after Court approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, IYLM Group, 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 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.

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

7.3. 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.

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

8. **AGGRIEVED EMPLOYEE AND PAY PERIOD SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of the mediation on November 4, 2025, there are 474 Aggrieved Employees who worked 19,763 Pay Periods during the PAGA Period. In the event the actual number of PAGA Pay Periods is 22,727 or greater, the Net Settlement Amount will increase proportionally. For example, if the PAGA Pay Periods number is 22,910 or 16% higher, then the Net Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 15% cushion, *i.e.*, by revising the end date of the PAGA Period so that the PAGA Period includes no more than 22,727 PAGA Pay Periods. Defendant shall confirm the PAGA Pay Periods and notify Plaintiff's counsel whether the escalator clause has been triggered and its election prior to the filing of Plaintiff's motion for approval.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code of Civil Procedure 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.

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

10. **ADDITIONAL PROVISIONS.**

10.1 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 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 Plaintiff Hernandez that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff Hernandez reserves the right to

contest Defendants' 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff Hernandez and Defendants, 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.

10.4 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 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 the mediator, the Hon. David Brown (Ret.) and/or the Court, for resolution.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff Hernandez nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff Hernandez shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MESSRELIAN LAW INC.

Harout Messrelian
hm@messrelianlaw.com
Maralle Messrelian, Of Counsel
maralle@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
Glendale, CA, 91203
Telephone: (818) 484.6531
Facsimile: (818) 956.1983

To Defendant:

FBT GIBBONS LLP
Theodore E. Bacon
tbacon@fbtgibbons.com
Claudia M. Coleman
ccoleman@fbtgibbons.com
235 Pine Street, Suite 1150
San Francisco, CA 94104
Telephone: (415) 624-8665
Facsimile: (415) 391-1751

10.16 Execution in Counterparts. This Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff Hernandez represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with

respect to any matter arising out of her employment with Defendant or otherwise related to Defendants.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall continue to be stayed pursuant to the August 6, 2025, Court's order, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310, for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement, and per the Court's August 6, 2025, Court Order, the case will be stayed pending arbitration of Plaintiff's individual claims. The Parties shall cooperate in good faith to all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/06/2026

Ilse Hernandez (May 6, 2026 12:42:40 PDT)

Plaintiff Ilse Hernandez

Dated: 5/19/26

Aladdin Sammakieh
For Defendant Pavilions Management LLC

Dated: 5/19/26

Defendant Aladdin Sammakieh

Dated: 5/6/2026

Harout Messrelian
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