LABOR CODE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Labor Code Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between the Defendant San Diego Hotel Company, LLC ("San Diego Hotel") and Plaintiff Alexa Britt ("Plaintiff"), as private attorney general and representative for the Labor Workforce Development Agency in collecting civil penalties on behalf of alleged Labor Code violations against other aggrieved employees (the "Aggrieved Employees," as described below). The settlement settles claims under the Private Attorneys General Act ("PAGA"), Labor Code Section 2699, *et seq*. Plaintiff and San Diego Hotel are collectively referred to herein as "the Parties."

This Agreement, and the settlement of claims for civil penalties embodied herein, shall be binding on Plaintiff, the Aggrieved Employees he represents, the LWDA, and San Diego Hotel subject to the approval of the Court.

WHEREAS, on July 16, 2024, Plaintiff timely sent notice to the Labor and Workforce Development Agency ("LWDA") of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees (the "PAGA Notice") that included all San Diego Hotel's non-exempt employees in California during the PAGA statute of limitations period.

WHEREAS, on September 20, 2024 Plaintiff filed a PAGA action ("the Lawsuit") against San Diego Hotel in San Diego County Superior Court, which was assigned Case No. 24CU012268C. The Complaint subsequently was amended to add individual causes of action asserting Plaintiff experienced harassment and wrongful constructive termination.

WHEREAS, the parties subsequently undertook discovery that included San Diego Hotel producing payroll and timekeeping information and data covering the relevant period for purposes of assessing potential PAGA liability.

WHEREAS, the parties attended a mediation on September 10, 2025 that did not immediately settle the action, but subsequent negotiations between counsel for the parties culminated in an agreement to settle on September 3, 2025.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All individuals who worked for San Diego Hotel as non-exempt employees in California between July 16, 2023 and September 3, 2025." The period from July 16, 2023 to September 3, 2025 is referred to as "the PAGA Period."

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiff and the Aggrieved Employees have against San Diego Hotel and San Diego Hotel's past or present parents, subsidiaries, and affiliates, and/or any officers, directors, employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts of omissions of San Diego Hotel. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by San Diego Hotel of any wrongdoing or liability. Specifically, San Diego Hotel denies any liability or wrongdoing of any kind associated with the claims alleged in the Complaint. San Diego Hotel, among other things, contends that it has complied at all times with the California Labor Code, the governing IWC Wage Orders, and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(l)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, San Diego Hotel and Plaintiff and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiff, the Aggrieved Employees, and San Diego Hotel in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiff, Ferraro Vega, believe that the settlement entered into is in the best interests of the LWDA and the Aggrieved Employees and that the overall settlement for the agreed level of civil penalties here is fair, reasonable, and adequate, given, *inter alia*, San Diego Hotel's factual and legal defenses and the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary, and (3) have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code § 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.").

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The Effective date ("Effective Date") shall mean the date on which all of the events in this Paragraph have occurred: (a) the Court has entered an Order fully approving all material terms of the settlement in this Agreement; (b) a final Judgment has been entered in the Action and the time period to appeal the Judgment has been exhausted without any appeals having been filed; and (c) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court(s) have entered a final judgment affirming the final Judgment without material modification and the final Judgment is no longer subject to any further appellate challenge or procedure.

2. <u>Released Claims/Effect of Judgment on Aggrieved Employees and LWDA</u> The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment, attached hereto as **Exhibit A**, entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor Workforce Development Agency ("LWDA"), including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against San Diego Hotel and its past or present parents, subsidiaries, and affiliates, officers, directors, employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts or omissions of San Diego Hotel ("Released Parties"). It is expressly understood and agreed that this settlement includes a release of PAGA claims co-extensive with the scope of Plaintiff's letter to the LWDA. That letter was based on violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, and 2802 and the IWC Wage Order provisions cited in the LWDA letter. The release shall be effective as of the Effective Date, and it shall apply to claims within the above scope impacting Aggrieved Employees arising within the PAGA Period. This settlement agreement shall not impact any Aggrieved Employee's ability to assert Labor Code claims other than PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*).

3. <u>Notice to LWDA</u>. Pursuant to California Labor Code § 2699(l)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

4. <u>Total Settlement Amount</u>. San Diego Hotel agrees to pay, in accordance with the terms set forth herein, the total sum of $112,000 (the "Gross Settlement Amount") in full settlement of this Lawsuit. The Gross Settlement Amount is non-reversionary, meaning no portion of it will return to San Diego Hotel under any circumstances. The Gross Settlement Amount will be allocated as follows:

a. Plaintiff's counsel will request that the Court approve an award of attorney's fees in an aggregate amount not to exceed one-third (1/3rd) of the Gross Settlement Amount, $37,333.33 and a separate request for not to exceed reasonable litigation costs in the amount of $25,000 actually incurred in this matter. San Diego Hotel will not oppose these requests.

b. Administration costs in the amount of up to $5,000.00 to be paid to Phoenix Settlement Administrators, the parties' agreed settlement administrator ("Administration Costs"); and

c. An enhancement payment of $10,000.00 to Plaintiff Alexa Britt for her role in bringing the action and assisting in its prosecution on behalf of the LWDA.

d. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) through (c) is approximately $34,666.67, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% paid to the LWDA (the "LWDA PAGA Portion"), and 35% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") proportionally on a points awarded basis.

e. One point shall be awarded for each pay period where an Aggrieved Employee worked at least one day during the PAGA Period of at least 10 hours, and the 35% share will be distributed to the aggrieved employees proportional to each Aggrieved Employee's respective point total as compared to the total points awarded to the entire set of Aggrieved Employees.

f. To the extent that the Court approves less than the amounts stated in paragraph 4(a), (b), or (c), any reduced amount shall be allocated to the settlement fund for the LWDA and Aggrieved Employees.

5. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued, if applicable. IRS Form 1099s are used ***only*** for payments of miscellaneous income of $600 or more that is not considered wages such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that she has obtained no tax advice from San Diego Hotel and that neither San Diego Hotel nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. San Diego Hotel is not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to Plaintiff counsel's fees and costs will be reflected in a Form 1099 to counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

6. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

7. PAGA Settlement Payment Procedures.

a. Within 15 days of the Effective Date, San Diego Hotel shall deposit the Gross Settlement Amount of $112,000 with the Settlement Administrator. At the same time, San Diego Hotel shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, dates of employment as an Aggrieved Employee, and calculation of each person's points. The Settlement Administrator shall run all the addresses of the Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information

Within seven calendar days from the date when the Gross Settlement Amount has been fully funded, the Settlement Administrator shall, consistent with an order of the Court:

i. Remit a total of Thirty-Five percent (35%) of the PAGA Fund to the Aggrieved Employees, along with the employee letter (attached hereto as **Exhibit B**). Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA Settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check.

ii. Remit a total of Sixty-Five percent (65%) of the PAGA Fund to the LWDA.

iii. Remit Administration Costs to the Settlement Administrator.

iv. Remit the enhancement payment to Plaintiff Alexa Britt.

v. Remit Plaintiff's Counsel's Fees and Costs.

b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. If any Aggrieved Employees Employee's check is not cashed or negotiated within this timeframe, the check will be voided and a stop-payment will be issued. All settlement checks that are not negotiated within this 180-day period shall be sent to the California State Controller's Unclaimed Property division.

c. Neither San Diego Hotel nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

8. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Shares and preparing all checks and mailings and comply with all requirements set forth in Paragraph 7. San Diego Hotel is not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

9. Selection of Administrator. The parties have jointly selected the administrator to administer this settlement. The administrator 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.

10. Employer Identification Number. The administrator shall have and use its own employer identification number to calculate payroll tax withholdings and report to state and federal tax authorities, if any. Because all of the PAGA payments to employees will be under $600, there should be no tax reporting requirement for such payments.

11. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

12. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's 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 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

13. Escalation Clause. Based on its records, San Diego Hotel represents that the total number of pay periods when Aggrieved Employees worked at least 10 hours in a pay period is 6,300. If the total number of pay periods exceeds this total by 10% or more (e.g., pay period count x 1.1), then the PAGA portion of the settlement will increase proportionally for each additional pay period that exceeds the 10% buffer.

14. Duties of the Parties Prior to Approval. Promptly upon execution of this Settlement, Plaintiff shall apply to the Court for approval of the proposed Settlement. This can be either through a stipulation that San Diego Hotel will execute or a noticed motion that San Diego Hotel will not oppose. Plaintiff shall apply to the Court for the entry of an order approving this Settlement as required by Labor Code section 2699(l), attached hereto as **Exhibit C**. The Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to Plaintiff's counsel, and (3) final Judgment. In conjunction with the Motion /Stipulation for Approval, Plaintiff shall submit a proposed Final Judgment requesting the entry of judgment.

15. 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 a proposed amended judgment.

16. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by San Diego Hotel or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, San Diego Hotel, or San Diego Hotel's parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

17. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Aggrieved Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Aggrieved Employees.

18. **Nondisclosure and Nonpublication**. Plaintiff agrees not to publicize the Agreement, the fact of the Agreement, its terms or contents, and the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA, or except as reasonably necessary to comply with the terms of this settlement. This includes a prohibition on publicizing the settlement on the Plaintiff's counsel's website or in advertising materials.

19. **Plaintiff's Individual Harassment/Wrongful Termination Claims.** This settlement agreement does not cover the resolution of Plaintiff's other individual claims that she added to the Lawsuit through amendment. The parties have separately settled those claims in a confidential settlement that is documented separately from this settlement. The settlement agreement will be made available to the Court for in camera inspection upon request.

20. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

21. **Communications.** All communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendant San Diego Hotel Company, LLC, Inc.: Thomas Kaufman, Sheppard Mullin Richter Hampton LLP, 1901 Avenue of the Stars Suite 1600, Los Angeles, California 90067; tkaufman@sheppardmullin.com.

To Plaintiff: Ferraro Vega, Lauren Vega, 3333 Camino del Rio South, Suite 300, San Diego, California 92108. Lauren@ferrarovega.com

22. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

23. **Severability**. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable. Notwithstanding the

foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

24. **No Construction Against the Drafter**. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

25. **Choice of Law**. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

26. **Counterparts**. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

27. **Cooperation**. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

28. **Enforcement.** The parties agree to expressly stipulate for the settlement of the case on the terms set forth in this Settlement Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement.

29. **DocuSign Signatures Allowed**. The Parties agree that they can execute this agreement by DocuSign and that the DocuSign signature will be deemed an equivalent of a hand signature.

Dated: December 29, 2025

Alexa Britt

Alexa Britt, Plaintiff

Dated: December 30, 2025

San Diego Hotel Company, LLC

By: ~~Melinda Steier~~ Jeffrey Burg
~~VP, General Counsel~~ General Manager

APPROVED AS TO FORM AND PARAGRAPH 11:

Dated: December 29, 2025

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

Lauren Vega
Attorneys for Plaintiff Alexa Britt
and Aggrieved Employees

Dated: December 30, 2025

SHEPPARD MULLIN RICHTER HAMPTON LLP

Thomas R. Kaufman

Thomas R. Kaufman, Esq.
Attorneys for Defendant
San Diego Hotel Company, LLC

EXHIBIT A

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Elyssa Martinez (State Bar No. 355589)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com /
elyssa@ferrarovega.com

Attorneys for Plaintiff Alexa Britt

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALEXA BRITT, on behalf of others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

SAN DIEGO HOTEL COMPANY, LLC and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU012268C

Hon. Judy S. Bae
Dept. 62

[PROPOSED] ORDER GRANTING PLAINTIFF ALEXA BRITT'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT AND ENTERING JUDGMENT

Motion for PAGA Approval Hearing:
Date: June 5, 2026
Time: 9:10 a.m.

Action Filed: September 20, 2024

The Court has reviewed Plaintiff's Motion for Approval of PAGA Action Settlement, the Declaration of Nicholas J. Ferraro, and its exhibits, including the Labor Code Private Attorneys General Act Settlement Agreement and Release ("Settlement"), and the Declaration of Plaintiff Alexa Britt.

NOW, THEREFORE, THE COURT HEREBY ORDERS AS FOLLOWS:

Plaintiff's Motion for PAGA Settlement Approval is **GRANTED** and approved pursuant to California Labor Code section 2699(s)(2). After the attorneys' fees, individual representative service payment, costs, and administrator's expenses are deducted from the Gross Settlement Amount, the Net Settlement Amount is $40,281.82, of which 65% ($26,183.18) shall be distributed to the LWDA and the remaining 35% ($14,098.64) shall be distributed to the aggrieved employees as their share of PAGA penalties.

Accordingly, the $112,000.00 gross settlement shall be distributed as follows:

1. $26,183.18 to the Labor and Workforce Development Agency for PAGA penalties
2. $14,098.64 to the PAGA Employees
3. $10,000.00 to Plaintiff as an enhancement payment
4. $37,333.33 to Plaintiff's counsel for attorneys' fees
5. $19,384.85 to Plaintiff's counsel for costs
6. $5,000.00 to the Settlement Administrator

Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the terms of the settlement in accordance with the Settlement Agreement.

JUDGMENT

Judgment shall be entered through the filing of this order and judgment. Cal. Code Civ. Proc. § 668.5. Plaintiff shall take from the Complaint only the relief set forth in the Settlement Agreement and this Order and judgment. The Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement and the final order and judgment.

IT IS SO ORDERED

Date: ______________

____
Hon. Judy S. Bae
Judge of the Superior Court

EXHIBIT B

<u>Notice of PAGA Settlement and Release of Claims</u>

Alexa Britt v. San Diego Hotel Company, LLC, et al.
San Diego Superior Court Case No. 24CU012268C

<<Employee Name>>
<<Address>>
<<Address>>
<<City, State, Zip>>

1. <u>NOTICE OF PAGA SETTLEMENT</u>

The San Diego County Superior Court has approved a settlement in the above referenced action. Plaintiff claimed non-compliance with requirements of the California Labor Code under the Private Attorneys General Act ("PAGA").

You are receiving this Notice because you are in the group of possible Aggrieved Employees. "Aggrieved Employees" are defined as: "All individuals who worked for San Diego Hotel as non-exempt employees in California between July 16, 2023 and September 3, 2025." The period from July 16, 2023 to September 3, 2025 is referred to as "the PAGA Period."

2. <u>CALCULATION OF INDIVIDUAL PAGA PAYMENT</u>

The Court approved Gross PAGA Settlement Amount is $112,000. $5,000.00 is set aside to pay for administrative costs related to the notice and distribution of individual payments to Aggrieved Employees. Of the Gross PAGA Settlement Amount less administrative costs, attorneys' fees and litigation costs approved by the Court, and the named Plaintiff's service payment, 65% shall be paid directly to the LWDA as required by law. The remaining 35% shall be distributed proportionately to the Aggrieved Employees based on the amount of time each Aggrieved Employee worked for Defendant. Each Aggrieved Employee will receive a fraction of the total amount going to Aggrieved Employees with the numerator based on the number of workweeks the Aggrieved Employee worked and the denominator based on the total workweeks worked by all Aggrieved Employees.

3. <u>RELEASE</u>

To the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor Workforce Development Agency ("LWDA"), including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq*. only, against San Diego Hotel and its past or present parents, subsidiaries, and affiliates, officers, directors, employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts or omissions of San Diego Hotel ("Released Parties"). It is expressly understood and agreed that this settlement includes a release of PAGA claims co-extensive with the scope of Plaintiff's letter to the LWDA. That letter was based on violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, and 2802 and the IWC Wage Order provisions cited in the LWDA letter. The release shall be effective as of the Effective Date, and it shall apply to claims within the above scope impacting Aggrieved Employees arising within the PAGA Period. This settlement agreement shall not impact any Aggrieved Employee's ability to assert Labor Code claims other than PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq*.).

4. SETTLEMENT ADMINISTRATION

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

The Administrator is Phoenix Class Action Administration Solutions. It may be contacted at: ________.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, all unclaimed funds shall be directed the State of California's Unclaimed Property Fund Division in the name of the Aggrieved Employee to who the check was issued.

EXHIBIT C

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Elyssa Martinez (State Bar No. 355589)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com / elyssa@ferrarovega.com

Attorneys for Plaintiff Alexa Britt

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALEXA BRITT, on behalf of others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

SAN DIEGO HOTEL COMPANY, LLC and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU012268C

Hon. Judy S. Bae
Dept. 62

[PROPOSED] ORDER GRANTING PLAINTIFF ALEXA BRITT'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT AND ENTERING JUDGMENT

<u>Motion for PAGA Approval Hearing:</u>
Date: June 5, 2026
Time: 9:10 a.m.

Action Filed: September 20, 2024

The Court has reviewed Plaintiff's Motion for Approval of PAGA Action Settlement, the Declaration of Nicholas J. Ferraro, and its exhibits, including the Labor Code Private Attorneys General Act Settlement Agreement and Release ("Settlement"), and the Declaration of Plaintiff Alexa Britt.

NOW, THEREFORE, THE COURT HEREBY ORDERS AS FOLLOWS:

Plaintiff's Motion for PAGA Settlement Approval is **GRANTED** and approved pursuant to California Labor Code section 2699(s)(2). After the attorneys' fees, individual representative service payment, costs, and administrator's expenses are deducted from the Gross Settlement Amount, the Net Settlement Amount is $40,281.82, of which 65% ($26,183.18) shall be distributed to the LWDA and the remaining 35% ($14,098.64) shall be distributed to the aggrieved employees as their share of PAGA penalties.

Accordingly, the $112,000.00 gross settlement shall be distributed as follows:

1. $26,183.18 to the Labor and Workforce Development Agency for PAGA penalties
2. $14,098.64 to the PAGA Employees
3. $10,000.00 to Plaintiff as an enhancement payment
4. $37,333.33 to Plaintiff's counsel for attorneys' fees
5. $19,384.85 to Plaintiff's counsel for costs
6. $5,000.00 to the Settlement Administrator

Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the terms of the settlement in accordance with the Settlement Agreement.

JUDGMENT

Judgment shall be entered through the filing of this order and judgment. Cal. Code Civ. Proc. § 668.5. Plaintiff shall take from the Complaint only the relief set forth in the Settlement Agreement and this Order and judgment. The Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement and the final order and judgment.

IT IS SO ORDERED

Date: ______________

____

Hon. Judy S. Bae
Judge of the Superior Court