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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA F. SANTA FE, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorney General Act;

Plaintiff,

vs.

CARSON OPERATING COMPANY, LLC,
DBA DOUBLETREE BY HILTON, a Delaware
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 24STCV22193

Assigned for All Purposes to:
Hon. Laura A Seigle, Dept. 17

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: August 29, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Maria F. Santa Fe (“Plaintiff”) and Defendant Carson Operating Company, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Maria F. Santa Fe, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act; vs. Carson Operating Company, LLC, dba Doubletree By Hilton, a Delaware limited liability company; and DOES 1 through 10, inclusive*, Case No. 24STCV22193 initiated on August 29, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” or “Settlement Administrator” means Phoenix Class Action Administration (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means period of August 29, 2020 through the date on which the Court grants preliminary approval of the settlement or as modified pursuant to Paragraph 8 of the Agreement.
- 1.13. “Class Representative” means the named Plaintiff Maria F. Santa Fe in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means Carson Operating Company, LLC.
- 1.17. “Defense Counsel” means BALLARD ROSENBERG GOLPER & SAVITT, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if

no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
(b) if one or more Participating Class Members objects to the Settlement, the day after the
deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
Judgment is filed, the day after the appellate court affirms the Judgment and issues a
remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
of the Settlement.

1.22. “Gross Settlement Amount” means **Three Hundred Fifty Thousand Dollars and Zero
Cents (\$350,000.00)** which is the total amount Defendant agrees to pay under the Settlement
except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay
Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the
Administrator’s Expenses.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net
Settlement Amount calculated according to the number of Workweeks worked during the
Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the
PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
entitled to receive penalty payments, under Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under
Labor Code § 2699(m).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments

in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from August 30, 2023 through the date on which the Court grants preliminary approval of the settlement or as modified pursuant to Paragraph 8 of the Agreement.

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

1.33. “PAGA Notice” means Plaintiff’s August 30, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$35,000.00, allocated 35% to the Aggrieved Employees (\$12,250.00) and the 65% to LWDA (\$22,750.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Maria F. Santa Fe, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendant Carson Operating Company, LLC and Defendant’s subsidiaries, affiliates, current and former shareholders, owners, members, agents,

employees, predecessors, successors, assigns, Professional Employer Organizations, and insureds.

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

1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 29, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; and (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On November 5, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in

the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on August 30, 2024.

2.3. On June 2, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, Esq. However, the Parties were unable to settle the matter at mediation. Subsequently and following additional efforts by the mediator, the Parties were eventually able to subsequently reach an agreement to settle the Action.

2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$350,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final Approval Motion. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using the appropriate IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$27,500.00. Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on these Payments or from any dispute or controversy regarding any division or sharing of any of these

1 Payments.

2 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,500.00 except
3 upon a showing of good cause and as approved by the Court. To the extent the Administration
4 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
5 retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration has been
6 selected as the Administrator, based upon its “not to exceed” bid of \$9,500.00.

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

11 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
12 Class Member’s Individual Class Payment will be allocated to settlement of
13 wage claims (the “Wage Portion”). The Wage Portion of each Individual
14 Class Payment is subject to tax withholding and will be reported on an IRS
15 W-2 Form. The remaining 80% of each Participating Class Member’s
16 Individual Class Payment will be allocated to settlement of claims for
17 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of
18 each Individual Class Payment is not subject to wage withholdings and will
19 be reported on IRS 1099 Forms. Participating Class Members assume full
20 responsibility and liability for any taxes owed on their Individual Class
21 Payments and agree to indemnify Defendant and hold it harmless for any
22 responsibility, liability, claim, complaint, damages, penalties, interest or any
23 other actual or potential damages arising from Participating Class Members’
24 obligations to pay taxes owed on these Payments.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
26 Class Payments. Non-Participating Class Members will not receive any
27 Individual Class Payments. The Administrator will retain amounts equal to
28 their Individual Class Payments in the Net Settlement Amount for

distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,000.00 to be paid from the Gross Settlement Amount, with 65% (\$22,750.00) allocated to the LWDA PAGA Payment and 35% (\$12,250.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$12,250.00) 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 Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on the estimate that as of the date of mediation, the number of Workweeks worked by the estimated 207 class members during the Class Period is estimated to be 20,768 and the number of pay periods worked by the estimated 123 Aggrieved Employees is 3,862.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict

1 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform
2 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel
3 if it discovers that the Class Data omitted class member identifying information and to provide corrected or
4 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which
5 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
6 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
7 Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
9 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
10 of the Gross Settlement Amount by transmitting the funds to the Administrator in two equal installments of
11 half of the Gross Settlement Amount, with each installment currently estimated to be \$175,000.00. The first
12 installment (Installment 1) shall be due within 15 days of Final Approval of the Settlement, and the second
13 installment (Installment 2) shall be due six months after the date on which Installment 1 is due.

14 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after each installment
15 in which Defendant funds the settlement as provided for in Paragraph 4.3, the Administrator will mail checks
16 for all Individual Class Payments and Individual PAGA Payments (if any such payments are still due). Once
17 all payments for Individual Class Payments and Individual PAGA Payments have been made as provided
18 for in this agreement, the Administrator will mail checks for the LWDA PAGA Payment, the Administration
19 Expenses Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel
20 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
22 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
24 Individual PAGA Payments and send them to the Class Members via First Class
25 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
26 when the check will be voided, which date shall be one hundred eighty (180) days
27 after the date of mailing. The Administrator will cancel all checks not cashed by the
28 void date. The Administrator will send checks for Individual Settlement Payments

1 to all Participating Class Members (including those for whom Class Notice was
2 returned undelivered). The Administrator will send checks for Individual PAGA
3 Payments to all Aggrieved Employees including Non-Participating Class Members
4 who qualify as Aggrieved Employees (including those for whom Class Notice was
5 returned undelivered). The Administrator may send Participating Class Members a
6 single check combining the Individual Class Payment and the Individual PAGA
7 Payment. Before mailing any checks, the Settlement Administrator must update the
8 recipients' mailing addresses using the National Change of Address Database.

9 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
10 Members whose checks are returned undelivered without USPS forwarding address.
11 Within seven (7) days of receiving a returned check the Administrator must re-mail
12 checks to the USPS forwarding address provided or to an address ascertained
13 through the Class Member Address Search. The Administrator need not take further
14 steps to deliver checks to Class Members whose re-mailed checks are returned as
15 undelivered. The Administrator shall promptly send a replacement check to any
16 Class Member whose original check was lost or misplaced, requested by the Class
17 Member prior to the void date.

18 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
19 Payment check is uncashed and cancelled after the void date, the Administrator shall
20 transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member thereby leaving no
22 "unpaid residue" subject to the requirements of California Code of Civil Procedure
23 § 384(b).

24 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
27 specified in this Agreement.
28

1 **5. RELEASES OF CLAIMS.**

2 As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release
3 claims against all Released Parties as follows:

4 5.1. Plaintiff's Release.

5 5.1.1. Scope of Plaintiff's Release. Plaintiff and their respective former and present
6 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns generally, release and discharge Released Parties from any and all of the
8 claims, whether known or unknown, suspected or unsuspected, contingent or non-
9 contingent, which now exist, or have existed, upon any theory of law or equity now
10 existing, including, but not limited to, conduct that is negligent, intentional, with or
11 without malice, or a breach of any duty, law or rule, without regard to the subsequent
12 discovery or existence of such different or additional facts. Additionally, Plaintiff
13 releases the Released Parties of all claims, charges, complaints, liens, demands,
14 causes of action, obligations, damages and liabilities, known or suspected, arising
15 from their employment with the Defendant. The released claims include, without
16 limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C.
17 § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the
18 Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair
19 Labor Standards Act (including the Equal Pay Act); (7) the California and the United
20 States Constitution; (8) the California Labor Code; (9) the Family and Medical
21 Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and
22 Retraining Notification Act; (12) the Employee Retirement Income Security Act;
23 (13) the Immigration Reform and Control Act; (14) the California Business and
24 Professions Code, sections 17200, et seq.; (15) the California Government Code; and
25 (16) the California Wage Orders (collectively "Claim" or "Claims") which Plaintiff
26 now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any
27 time had, owned or held, or claimed to have, own or hold against any of the Released
28 Parties up to and including, as of the final approval of this Settlement Agreement.

(Everything released based on the above as well as everything released as part of the Released Class Claims discussed below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff 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’ discovery of them.

5.1.2. Release of PAGA Claims: Upon final approval by the Court and full payment of the GSA to the Settlement Administrator by Defendant, Plaintiff, as agent and proxy of the Labor and Workforce Development Agency (“LWDA”), will release Defendant and Released Parties from all claims for civil penalties arising at any time during the PAGA Period for the claims asserted or which reasonably could have been asserted by Plaintiff in the Notice Letter sent to the LWDA on August 30, 2024 and in the Operative Complaint.

5.1.3. Plaintiff’s Waiver of Rights Under California Civil Code § 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 that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: Upon final approval by the Court and full payment of the Gross Settlement Amount and Employer Taxes to the Settlement Administrator by Defendant, Participating Class Members will release Defendant from all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Operative Complaint or that could have been brought by Plaintiff against Defendant based on the facts stated in the Operative Complaint.

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary
3 Approval”) that complies with the Court’s current checklist for Preliminary Approval.

4 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
5 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
6 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
7 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)
8 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
9 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
10 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for
11 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of
12 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
13 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
14 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
15 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the
16 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent
17 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
18 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement
19 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
20 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
21 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
22 by the Settlement.

23 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
24 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt
25 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
26 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
27 Approval to the Administrator.

28 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 § 468B-1.

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice (with Spanish translation) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall

1 prominently estimate the dollar amounts of any Individual Class Payment and/or
2 Individual PAGA Payment payable to the Class Member, and the number of
3 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
4 Class Notices, the Administrator shall update Class Member addresses using the
5 National Change of Address database.

6 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
8 Class Notice using any forwarding address provided by the USPS. If the USPS does
9 not provide a forwarding address, the Administrator shall conduct a Class Member
10 Address Search, and re-mail the Class Notice to the most current address obtained.
11 The Administrator has no obligation to make further attempts to locate or send Class
12 Notice to Class Members whose Class Notice is returned by the USPS a second time.

13 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
14 and/or Pay Periods, and Requests for Exclusion will be extended an additional
15 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
16 for all Class Members whose notice is re-mailed. The Administrator will inform the
17 Class Member of the extended deadline with the re-mailed Class Notice.

18 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data
20 and should have received Class Notice, the Parties will expeditiously meet and
21 confer in person or by telephone, and in good faith in an effort to agree on whether
22 to include them as Class Members. If the Parties agree, such persons will be Class
23 Members entitled to the same rights as other Class Members, and the Administrator
24 will send, via email or overnight delivery, a Class Notice requiring them to exercise
25 options under this Agreement not later than fourteen (14) days after receipt of Class
26 Notice, or the deadline dates in the Class Notice, which ever are later.

27 7.5. Requests for Exclusion (Opt-Outs).

28 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class

1 Settlement must send the Administrator, by fax, email, or mail, a signed written
2 Request for Exclusion not later than sixty (60) days after the Administrator mails the
3 Class Notice or as otherwise extended for re-mailed Class Notices as described
4 herein. A Request for Exclusion is a letter from a Class Member or his/her
5 representative that reasonably communicates the Class Member's election to be
6 excluded from the Settlement and includes the Class Member's name, address and
7 email address or telephone number. To be valid, a Request for Exclusion must be
8 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
9 for remailed Class Notices as described herein.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
11 to contain all the information specified in the Class Notice. The Administrator shall
12 accept any Request for Exclusion as valid if the Administrator can reasonably
13 ascertain the identity of the person as a Class Member and the Class Member's desire
14 to be excluded. The Administrator's determination shall be final and not appealable
15 or otherwise susceptible to challenge. If the Administrator has reason to question
16 the authenticity of a Request for Exclusion, the Administrator may demand
17 additional proof of the Class Member's identity. The Administrator's determination
18 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
20 is deemed to be a Participating Class Member under this Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the
22 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
23 regardless whether the Participating Class Member actually receives the Class
24 Notice or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment
27 or have the right to object to the class action components of the Settlement. Because
28 future PAGA claims are subject to claim preclusion upon entry of the Judgment,

Non-Participating Class Members are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

1 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
2 Employees have no right to object to or intervene in any of the PAGA components
3 of the Settlement.

4 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
5 performed or observed by the Administrator contained in this Agreement or otherwise.

6 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
7 information of interest to Class Members including the date, time and location for
8 the Final Approval Hearing and copies of the Settlement Agreement, the Class
9 Notice, the Final Approval and the Judgment on the Administrator's website. The
10 Administrator will also maintain and monitor an email address and a toll-free
11 telephone number to receive Class Member calls, faxes and emails.

12 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
13 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
14 Not later than five (5) days after the expiration of the deadline for submitting
15 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
16 Defense Counsel containing (a) the names and other identifying information of Class
17 Members who have timely submitted valid Requests for Exclusion ("Exclusion
18 List"); (b) the names and other identifying information of Class Members who have
19 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
20 from Settlement submitted (whether valid or invalid).

21 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
22 to Class Counsel and Defense Counsel that, among other things, tally the number of:
23 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
24 Exclusion (whether valid or invalid) received, objections received, challenges to
25 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
26 Individual Class Payments and Individual PAGA Payments ("Weekly Report").
27 The Weekly Reports must include provide the Administrator's assessment of the
28 validity of Requests for Exclusion and attach copies of all Requests for Exclusion

and objections received.

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

7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant represents that, as of June 2, 2025, there were approximately 20,768

Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked increases by more than 10% (i.e., exceeds 22,845 Workweeks), then Defendant shall make an election that one of the following occur: (1) either the GSA shall be increase proportionally by the Workweeks worked in excess of 22,845; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members reaches 22,845. Defendant shall inform Plaintiff no later than seven (7) days prior to the deadline for filing of a Motion for Preliminary Approval whether the provisions of this Paragraph appear to have been triggered and if so, its election under this paragraph. Final determination regarding whether the provisions of this Paragraph have triggered will be confirmed by the Administrator prior to the mailing of Class Notice pursuant to Paragraph 7.4.2.

9. RIGHT TO WITHDRAW

If 10% or more of the Settlement Class members elect not to participate in the Settlement by submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days following the Response Deadline.

10. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties agree that changes to the timing of payments or notice periods, or to the contents of the Notice of Settlement, which are requested by the Court do not necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers submitted or filed in connection with the approval of 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).

12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate

1 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
2 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
3 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
4 Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members,
5 the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,
6 final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,
7 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement
8 communications and not subject to disclosure for any purpose in any proceeding.

9 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
11 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
12 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
13 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
14 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
15 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
16 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
17 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
18 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
19 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
20 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
21 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
22 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
23 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
24 Notwithstanding the foregoing, the settlement is not confidential, and Plaintiff and/or Plaintiff's Counsel
25 shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final
26 settlement approval.

27 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
28 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the

Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.6. Attorney Authorization. Class 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.

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

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

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

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

12.14. 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.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

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

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

12.18. 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:

Seung L. Yang
seung.yang@thesentinelfirm.com
Tiffany Hyun
tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson
jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendants:

BALLARD ROSENBERG GOLPER & SAVITT, LLP
Eric W. Mueller
emueller@brgslaw.com
Janet S. Soultanian
jsoultanian@brgslaw.com
15760 Ventura Boulevard, Eighteenth Floor
Encino, CA 91436
Telephone: (818) 508-3700
Facsimile: (818) 506-4827

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON NEXT PAGE]

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 03 / 27 / 2026

M fernanda santafe
By: _____
MARIA F. SANTA FE

6 **Plaintiff's Counsel (as to Form):**

7 Dated: 03/24/26

8 **THE SENTINEL FIRM, APC**
By: _____
Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson
Attorneys for Plaintiff

12 **Defendant:**

13 Dated: _____

14 **CARSON OPERATING COMPANY, LLC**
By: _____
Print Name

Signature

Title

21 **Defendant's Counsel (as to Form):**

22 Dated: _____

23 **BALLARD ROSENBERG GOLPER & SAVITT, LLP**
By: _____
Eric W. Mueller
Janet S. Soultanian
Attorneys for Defendant
CARSON OPERATING COMPANY, LLC

1 IT IS SO AGREED.

2
3 **Plaintiff & Class Representative:**

4 Dated: _____

5 By: _____
6 **MARIA F. SANTA FE**

7 **Plaintiff's Counsel (as to Form):**

8 Dated: _____

THE SENTINEL FIRM, APC

9 By: _____

10 Seung L. Yang
11 Tiffany Hyun
12 Jeffrey P. Jackson

Attorneys for Plaintiff

13 **Defendant:**

14 Dated: March 26, 2026

CARSON OPERATING COMPANY, LLC

15 By: Kristi Allen
16 Print Name

17 Kristi Allen
18 Signature

19 EVP-Hotels
20 Title

21 **Defendant's Counsel (as to Form):**

22 Dated: March 27, 2026

BALLARD ROSENBERG GOLPER & SAVITT, LLP

23 By: [Signature]
24 Eric W. Mueller
25 Janet S. Soultanian

26 Attorneys for Defendant
27 **CARSON OPERATING COMPANY, LLC**