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[*Defendants' Counsel on Next Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

JHONATAN COSME ANTONIO, Plaintiff, v. EMPIRE UNISTAR MANAGEMENT, INC; THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, and DOES 1 through 20, inclusive, Defendants.	Case No. 25CV00738 HON. COLLEEN K. STERNE **STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT; [~~PROPOSED~~ ORDER]** Complaint Filed: February 3, 2025 Status Conference: 12/8/2025

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Attorneys for Defendant
EMPIRE UNISTAR MANAGEMENT, INC.; THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION

Plaintiff JHONATAN COSME ANTONIO ("Plaintiff") and EMPIRE UNISTAR MANAGEMENT, INC ("Empire"); THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION ("Marriott Entities") (Empire and Marriott Entities collectively, "Defendants") (Plaintiff and Defendants collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on or about October 24, 2024, Plaintiff by and through Plaintiff's counsel, sent a notice to the California Labor Workforce Development Agency ("LWDA") and to Defendants (the "PAGA Notice") alleging that Defendants engaged in violations of the California Labor Code and California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private Attorneys' General Act ("PAGA");

WHEREAS, on or about February 3, 2025, Plaintiff filed a Complaint in the California Superior Court for the County of Santa Barbara entitled *Jhonatan Cosme Antonio v. Empire Unistar Management, Inc. et al.* (the "Action") alleging individual Labor Code claims and seeking civil penalties pursuant to the PAGA;

WHEREAS, pursuant to the PAGA Settlement Agreement (attached hereto as **Exhibit A**), the alleged aggrieved individuals ("Aggrieved Employees") are defined as all current and former hourly non-exempt employees of Empire who worked at any of the hotel properties owned or managed by any of the Marriott Entities within the State of California at any time during the PAGA Period (Ex. A, § 1.1). Empire estimates and has represented that there are approximately 388 Aggrieved Employees. (*Id.*) The "PAGA Period" is defined as November 30, 2023 through September 30, 2025, or the date the Court approves the PAGA Settlement, whichever occurs earlier. (*Id.* § 1.17).

WHEREAS, Defendants vigorously dispute and deny the allegations and various causes of action asserted in the Action, including, without limitation, Plaintiff's and the Aggrieved Employees' claim for civil penalties pursuant to PAGA;

WHEREAS, the Parties engaged in an informal exchange of information where Defendants provided Plaintiff with relevant written policies and procedures, Plaintiff's time and payroll records, and information that Empire employed approximately 388 Aggrieved Employees (Ex. A, ¶ 2.1.4). The Parties have also conducted extensive independent investigation and evaluations of the claims and defenses in this matter;

WHEREAS, pursuant to the PAGA Settlement Agreement, Plaintiff's "PAGA Claims" are defined as any and all claims that were asserted or that could have been asserted based on the facts alleged in the operative Complaint of the Action during the PAGA Period, including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, and 2699.5, any applicable Wage Order of the California Industrial Welfare Commission, Wage Order No. 5, section 14 as it relates to suitable seating, Wage Order No. 5, section 5 as it relates to reporting time pay, and any remedies for any of the claims described herein, including, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees and costs. (Ex. A, §§ 1.17, 1.21). Pursuant to the PAGA Settlement Agreement, the Aggrieved Employees are not releasing their individual claims outside of the PAGA;

WHEREAS, California Labor Code Section 2699(l)(2) requires that this Court review and approve any settlement pursuant to PAGA;

WHEREAS, the Parties' PAGA Settlement Agreement contemplates:
(a) issuance of a Court order approving the PAGA Settlement; (b) discharge of Releasees from and with respect to Plaintiff's PAGA Claims; (c) release by Plaintiff, the State of California, and all Aggrieved Employees with respect to the PAGA Claims; and (d) barring and enjoining Plaintiff, the State of California, and all Aggrieved Employees from instituting or prosecuting, either directly or indirectly, individually, collectively, and/or representatively, any and all PAGA Claims, such that the PAGA Settlement Agreement may be pleaded by any Releasee as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any PAGA Claims;

WHEREAS, the Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation;

WHEREAS, based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set forth in the PAGA Settlement Agreement are fair, reasonable and adequate and is in the best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances and the risks inherent in litigation;

WHEREAS, counsel for Plaintiff believes that the PAGA penalty award in this case is fair and reasonable, considering all of Plaintiff's allegations and Defendants' defenses. Furthermore, the PAGA penalty award is greater than other PAGA penalty awards approved as reasonable within this judicial district, which often range between $7,500.00 and $15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of $5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of $10,000.00 for class of approximately 3,000 members). In light of the foregoing, this Court should enter the [Proposed] Order Granting Approval of PAGA Settlement submitted concurrently herewith.

WHEREAS, the Parties recognize that this Court may, pursuant to California Labor Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted under PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory;

WHEREAS, On September 24, 2025, Plaintiff's counsel has provided a copy of the PAGA Settlement Agreement, with the terms of the settlement, with the LWDA (LWDA Case No.:

LWDA-CM-1057985-24) in accordance with Labor Code Section 2699(l)(2), and a proof of service to the LWDA is attached hereto as **Exhibit B**;

WHEREAS, in consideration of the terms and conditions set forth in the PAGA Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement Agreement, including that:

Within thirty (30) calendar days after the Effective Date (defined in Ex. A, §1.8), the Company shall pay the total sum of Seventy Four Thousand Five Hundred Dollars ($74,500.00) (the "PAGA Settlement Sum") on account of disputed and alleged civil penalties as follows:

A. Sixteen Thousand Dollars ($16,000.00) of the PAGA Settlement Sum, shall be paid to Plaintiff's counsel, Law Offices of Matthew Rabban, APC, for attorneys' fees and Five Hundred Dollars ($500.00) for costs incurred on the PAGA Claims. Attached hereto is a declaration of Plaintiff's counsel, Matthew Rabban, in support of this amount of attorneys' fees and costs, which is attached hereto as **Exhibit C**;

B. The PAGA payments will be distributed by Simpluris, which will charge $4,000.00 for its services.

C. The remaining balance after deducting the amount being paid to Plaintiff's counsel for attorneys' fees, costs and expenses on the PAGA Claims, $54,000.00 (the "Net Settlement Amount") shall be distributed as follows:

i. Sixty-Five Percent (65%) of the Net Settlement Amount, $35,100.00, shall be made payable to the LWDA. This represents civil penalties payable to the LWDA under the PAGA, Labor Code section 2698, *et seq.*;

ii. Thirty-Five Percent (35%) of the Net Settlement Amount, $18,900.00, (the "Aggrieved Employee Amount") shall be paid to the 388 Aggrieved Employees, which represents civil penalties allegedly owed on the PAGA Claims during the PAGA Period as follows: a) each of the three hundred eighty-eight (388) Aggrieved Employees shall be based on the number of bi-weekly pay periods during the PAGA Period;

WHEREAS, Simpluris shall be the Settlement Administrator. All checks to Aggrieved Employees will be sent by the Settlement Administrator or its designee to each Aggrieved

Employees' last known address on file with Empire and shall remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. (Ex. A § 9.3.32). If any checks are returned as undeliverable, the Settlement Administrator shall make reasonable efforts to obtain an updated address and reissue a check to that Aggrieved Employee. All funds not claimed within 180 days of the initial mailing will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

WHEREAS, Plaintiff has settled his individual wage and hour claims for an amount that does not exceed the amount of exposure listed in Plaintiff's complaint;

WHEREAS, Plaintiff's Counsel does not anticipate any objection from the LWDA and the Parties agree not to distribute any funds for 30 days after the submission to the LDWA, in the unlikely event that the LDWA objects to this stipulation;

WHEREAS, the Parties request judgment to be entered;

WHEREAS, this Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6; and

WHEREAS, subject to the Court's approval and order based upon this Stipulation, the Parties shall bear their own respective costs and attorneys' fees, except as otherwise provided in the PAGA Settlement Agreement.

NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Settlement set forth in the PAGA Settlement Agreement.

DATED: September 25, 2025

Respectfully submitted,

LAW OFFICES OF MATTHEW RABBAN, APC

Matthew Rabban

By: ____________________________
Matthew Rabban
Attorneys for Plaintiff
JHONATAN COSME ANTONIO

DATED: September 25, 2025

Respectfully submitted,

SEYFARTH SHAW LLP

By: ______________________________

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Michael A. Sigall
Miguel A. Ramirez
David J. Kim
Attorneys for Defendants
EMPIRE UNISTAR MANAGEMENT, INC.; THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION

~~[PROPOSED]~~ **ORDER**

Upon good cause being shown as set forth in the stipulation of legal counsel for the Parties, the Court hereby adopts the Stipulation.

IT IS SO ORDERED.

It is further ordered that:

1. Judgement is entered.

DATED: **10/01/2025**

Colleen K. Sterne
Judge of the Santa Barbara County
Superior Court

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

JHONATAN COSME ANTONIO, Plaintiff, v. EMPIRE UNISTAR MANAGEMENT, INC; THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, and DOES 1 through 20, inclusive, Defendants.	Case No. 25CV00738 HON. COLLEEN K. STERNE **JOINT STIPULATION OF SETTLEMENT AND RELEASEE OF REPRESENTATIVE ACTION** Complaint Filed: February 3, 2025 Trial Date: None Set

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF REPRESENTATIVE ACTION

This Joint Stipulation of Settlement and Release of the Representative Action ("Settlement" or "Agreement") is made and entered into by and between Defendants Empire Unistar Management, Inc. ("Empire") and Marriott Entities[1] (collectively, "Defendants") and Plaintiff Jhonatan Cosme Antonio ("Plaintiff"), on behalf of the State of California and other Aggrieved Employees as defined below (collectively with Defendants, the "Parties"). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Antonio v. Empire Unistar Management, Inc., et al.*, Santa Barbara County Superior Court, Case No. 25CV00738, filed on February 3, 2025, involving claims brought under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq*. (the "Action").

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 **"Aggrieved Employees"** means all current and former hourly non-exempt employees of Empire who worked at any of the hotel properties owned or managed by any of the Marriott Entities within the State of California at any time during the PAGA Period. Empire estimates there are approximately 388 Aggrieved Employees.

1.2 **"Aggrieved Employee Settlement Amount"** means 35% of the PAGA Payment (as defined below).

1.3 "**Approval Order**" means the approval order issued and entered by the Court following the Stipulation for Approval of the PAGA Settlement.

1.4 "**Attorneys' Fees and Costs**" means the payment, as approved by the Court, to be made to Plaintiff's Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys' fees, litigation costs, and expenses incurred in this Action. Attorneys' Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys' fees awarded to Plaintiff's Counsel may not exceed $16,000, and reasonable documented costs directly incurred for the purposes of the Action not exceeding $500.00. Defendants agree not to contest the

[1] The Marriott Entities include: The Ritz-Carlton Hotel Company, LLC, RC Marriott, Inc., RC Marriott III, Inc., MI Holding, L.P., Marriott Senior Holding Co., and Marriott International Capital Corporation.

amount of Attorneys' Fees and Costs, provided that they are consistent with the terms of this Agreement.

1.5 **"Court"** refers to the Santa Barbara County Superior Court presiding over the Action.

1.6 **"Data List"** means a complete list of all Aggrieved Employees that Empire will diligently and in good faith compile from its records and provide to the Settlement Administrator (as defined below) within 30 calendar days after the date of the Approval Order. The Data List will be formatted in Microsoft Office Excel and will include each individual's full name, last known mailing address and telephone number (if available), Social Security number, number of workweeks or bi-weekly pay periods, and all necessary information to prepare and calculate Individual Settlement Payments (as defined below) to Aggrieved Employees. For purposes of this Agreement, the Data List provided by Empire shall be considered the official information to be used for this Settlement.

1.7 **"Defense Counsel"** refers to Leo Q. Li, Michael A. Sigall, Miguel Ramirez, and David J. Kim of Seyfarth Shaw LLP.

1.8 **"Effective Date"** means the date upon which all of the following have occurred: date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court overseeing this Action, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.9 **"Gross Settlement Amount"** ("GSA") means the amount that the Parties negotiated and agreed upon for the resolution of the Action and Released Claims, in an amount not to exceed $74,500.00. The GSA shall be inclusive of (i) the Attorneys' Fees and Costs; (ii) the Settlement Administrator's Expenses (as defined below), and (iii) PAGA Payment (as defined below). The GSA is a material term of this Agreement and Defendants shall not be required to pay more than the GSA, unless the Escalation Clause is triggered.

1.10 **"Individual Settlement Payments to Aggrieved Employees"** means the individual payments that shall be made to each Aggrieved Employee, which in the aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved Employees are taken from the PAGA Payment (as defined below).

1.11 **"Judgment"** means a judgment entered by the Court that approves this Settlement, incorporates by reference the terms and conditions of this Agreement, and dismisses the Action with prejudice.

1.12 **"LWDA"** refers to the California Labor and Workforce Development Agency.

1.13 **"LWDA Payment"** means 65% of the PAGA Payment (as defined below), made to the LWDA.

1.14 **"Notice to Aggrieved Employees With Distribution of PAGA Payment"** refers to the statement the Settlement Administrator (as defined below) will include with the distribution of the Individual Settlement Payments to Aggrieved Employees. The Notice to Aggrieved Employees With Distribution of PAGA Payment will state as follows: "Defendants have entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check."

1.15 **"PAGA"** refers to the Private Attorneys General Act of 2004.

1.16 **"PAGA Payment** shall be the GSA minus the Attorneys' Fees and Costs and the Settlement Administrator's Expenses. The PAGA Payment shall be allocated as follows: 65% of the PAGA Payment (i.e., the LWDA Payment) will be paid to the LWDA , and 35% of the PAGA Payment (i.e., the Aggrieved Employee Settlement Amount) will be paid to the Aggrieved Employees based on the number of bi-weekly pay periods worked during the PAGA Period (as defined below).

1.17 **"PAGA Period"** shall mean the time period from November 30, 2023 through September 30, 2025, or the date the Court approves the PAGA Settlement, whichever occurs earlier.

1.18 **"Pay Periods"** refers to the number of bi-weekly periods that each Aggrieved Employee worked for Defendants during the PAGA Period in California. Empire's employment records will be determinative for purposes of calculating the Pay Periods and any payments under the Settlement. If an individual worked during any day of the Pay Period, the Pay Period shall be included in their pro rata share of the Aggrieved Employee Settlement Amount.

1.19 **"Plaintiff's Counsel"** means Matthew Rabban of Law Offices Of Matthew Rabban, APC.

1.20 **"Qualified Settlement Fund"** means a fund established by the Settlement Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

1.21 **"Released PAGA Claims"** shall mean any and all claims that were asserted or that could have been asserted based on the facts alleged in the operative Complaint of the Action during the PAGA Period, including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, and 2699.5, any applicable Wage Order of the California Industrial Welfare Commission, Wage Order No. 5, section 14 as it relates to suitable seating, Wage Order No. 5, section 5 as it relates to reporting time pay, and any remedies for any of the claims described herein, including, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees and costs. The Released PAGA Claims shall be released by Plaintiff, the State of California, the LWDA, and all Aggrieved Employees, without any option to submit any Request for Exclusion.

1.22 **"Released Parties"** shall mean Defendants, each of their former, present and future owners, parents, subsidiaries and affiliates, and all of their current, former and future officers, directors, members, shareholders, managers, human resources representatives, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys of the entities listed in this paragraph.

1.23 **"Settlement Administrator"** refers to Simpluris, Inc.

1.24 **"Settlement Administrator's Expenses"** refers to the costs payable from the GSA to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Agreement, distributing the GSA, establishing a separate employer identification number and creating a Qualified Settlement Fund (as defined below), and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs are currently estimated to be no more than $4,000. The Settlement Administrator shall use its own Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the settlement, into which the GSA will be deposited and calculate all settlement checks required under law based on information that will be confidentially furnished by Empire.

2. RECITALS

2.1.1 On October 24, 2024, Plaintiff submitted a PAGA Notice to the LWDA, alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Order.

2.1.2 On February 3, 2025, Plaintiff filed a PAGA representative action against Defendants in Santa Barbara County Superior Court, entitled *Antonio v. Empire Unistar Management, Inc., et al.*, Case No. 25CV00738.

2.1.3 On June 3, 2025, the Court issued an order requiring Plaintiff's to submit his individual PAGA claims to arbitration and stayed the representative/non-individual PAGA claims pending arbitration.

2.1.4 As part of the informal discovery process, Defendants provided Plaintiff with relevant written policies and procedures, Plaintiff's time and payroll records, and information that Empire employed approximately 388 Aggrieved Employees.

2.1.5 Plaintiff's Counsel represent they have thoroughly investigated Plaintiff's claims against Defendants. Plaintiff's Counsel further represent they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of the Action, including the review of the records produced by Defendants. In addition, Plaintiff's Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. All Parties have had ample opportunity to evaluate their respective positions on the merits of the claims asserted.

2.2.4 Prior to the commencement of the arbitration, the Parties have agreed to settle the Action for an amount not to exceed $74,500.00 (i.e., the Gross Settlement Amount). The entire Gross Settlement Amount will be disbursed pursuant to the terms and conditions of this Agreement, and none of it will revert to Defendants.

2.3 **The Settlement Is The Result of Arms' Length Negotiations.** Based on the foregoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the State of California and the Aggrieved Employees. The terms of the Settlement also reflect extensive exchange of information and data between the Parties, which allowed Plaintiff's Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. This Agreement was reached after extensive arms' length negotiations spanning multiple months, and it was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, the risk that the Action would not be permitted to proceed on a representative basis, various defenses asserted by Defendants, and numerous potential appellate issues. Plaintiff's Counsel also evaluated the interest of the Aggrieved Employees and the State of California in receiving a timely settlement, rather than continued litigation in this Action.

2.4 **The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or liability of any and every kind that were or could have been pled based on the factual allegations in the operative complaint in the Action arising during the PAGA Period, including, but not limited to, the Released PAGA Claims. The Parties also intend to effectuate the full scope of the Released PAGA Claims in this Agreement.

3. NON-ADMISSIONS OF LIABILITY

3.1 Defendants deny and continue to deny all of the allegations made by Plaintiff in the Action, and deny and continue to deny that they are liable or owe any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendants deny any liability or wrongdoing of any kind in connection with Plaintiffs' claims, and contend that, during all relevant times, it complied with all applicable California and federal law.

Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a representative action is appropriate except for settlement purposes alone, Defendants have agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendants or the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

4. FINANCIAL TERMS OF THE SETTLEMENT

4.1 **Gross Settlement Amount**. Subject to the terms and conditions of this Agreement, Defendants shall pay the gross settlement amount not to exceed $74,500.00, which includes Attorneys' Fees and Costs, PAGA Payment, and Settlement Administrator's Expenses to Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason.

4.2 **Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for an award of Attorneys' Fees And Costs not to exceed $16,000.00, and reasonable documented costs directly incurred for the purposes of the Action not exceeding $500.00, as supported by declarations. Except as provided in this Agreement, Defendants shall have no liability for any other attorneys' fees, costs or expenses in connection with the Action.

4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees, costs, and expenses in connection with the Action, as required by the Court. Defendants agree not to oppose or object to Plaintiff's Counsel's request for Attorneys' Fees And Costs if they are made in accordance with the terms of this Agreement.

4.2.2 The Court's approval of the Attorneys' Fees And Costs is not a material term of the Agreement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for Attorneys' Fees And Costs, the other terms of the Agreement shall still apply.

The Court's refusal to approve the Attorneys' Fees And Costs requested by Plaintiff's Counsel does not give the Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate the Agreement. Any amount of Attorneys' Fees And Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the PAGA Payment.

4.3.1 **Settlement Administration Cost**. Subject to the Court's approval, Defendants agree to pay the Settlement Administrator the Settlement Administrator's Expenses, currently estimated at no more than $4,000, for the administration of this Settlement. The Settlement Administrator's Expenses shall be paid from the GSA. Any reduction by the Court or any unused amount shall revert to the PAGA Payment. The Settlement Administrator shall assist in all aspects of the settlement process for the Action, including, but not limited to:

4.4.1 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

4.4.2 Calculating and distributing Attorneys' Fees and Costs, PAGA Payment, including Aggrieved Employee Settlement Amount and LWDA Payment, and Settlement Administration Cost;

4.4.3 Printing, distributing, tracking, sending, and resending of Notice to Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this Agreement; and

4.4.4. Tracking and distributing any unclaimed Qualified Settlement Funds to the California State Controller's Office pursuant to California's Unclaimed Property Law.

4.3 **PAGA Payment**. After deducting (i) the court-approved Attorneys' Fees And Costs and (ii) the court-approved Settlement Administrator's Expenses, the remainder of the Gross Settlement Amount is the PAGA Payment, which consists of the LWDA Payment and the Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the

California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

4.4 **No Impact On Employee Benefit Plans.** None of the payments made pursuant to the Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff and Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendants or any jointly-trusteed benefit plan. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 **Release By Plaintiff, The State Of California, And The Aggrieved Employees**. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period. As a result of this release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.

5.2 **Injunction From Pursuing Released Claims**. Plaintiff, the State of California, and the Aggrieved Employees shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any court, or with the Division of Labor Standards Enforcement ("DLSE"), or with the LWDA, or the United States Department of Labor ("DOL"), or with any other entity regarding the claims released in the Agreement. This Settlement is conditioned upon the release by Plaintiff, the State of California, and Aggrieved Employees as described herein, and upon covenants by these individuals that they will not participate in any actions, lawsuits, proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in any court or before any administrative body related to the claims released in this Agreement. In the event that any court or administrative agency does not order injunctive relief, Defendants shall have the right to file a motion for summary judgment or any other pleading or paper to enforce the terms of this Agreement. Plaintiff's Counsel will not oppose, contest or interfere with efforts by Defendants to oppose any attempt to bring such released claims against Defendants.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED EMPLOYEES

6.1 **Payments Based On Pay Periods**. The PAGA Payment will be distributed to Aggrieved Employees based on their number of Pay Periods worked during the PAGA Period. Empire shall provide records (i.e., the Data List) to the Settlement Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Empire's records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to the Aggrieved Employees.

6.2 **Distribution Of PAGA Payment.** Individual Settlement Payments to Aggrieved Employees will be determined by dividing the Aggrieved Employee Settlement Amount (35% of the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Pay Periods, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period. The Settlement Administrator will issue appropriate tax forms for all payments issued under this Agreement. The payments made under this Agreement will be made with respect to the PAGA claims for all Aggrieved Employees and the individual claims for Plaintiff; accordingly, the payments shall be distributed without a claims process or an opportunity to object or opt out.

7. SETTLEMENT APPROVAL PROCEDURE

7.1 **Approval Of Settlement Terms**. Upon execution of this Agreement, Plaintiff's Counsel shall promptly prepare a Stipulation for Approval of the PAGA Settlement to be filed in the Action within 10 days of the full execution of this Agreement. The Stipulation for Approval of the PAGA Settlement shall seek an order to approve the proposed settlement according to the terms in this Agreement. The Stipulation for Approval of the PAGA Settlement also shall seek an order that provides for the Notice to be sent to Aggrieved Employees as specified in this Agreement. The Stipulation for Approval of the PAGA Settlement shall include the bases for the GSA and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged in the Action. Plaintiff's counsel will provide Defense Counsel with a draft of the Stipulation for Approval of the PAGA Settlement five business days before filing. If the Court does not approve the PAGA Settlement by way of a stipulation and requires the Parties to file a motion for PAGA approval, then Plaintiff's counsel will promptly prepare said motion, and counsel for Defendants will cooperate with Plaintiff's counsel to prepare said motion.

7.2 **Entry Of Judgment**. The Parties shall request that the Court issue Judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with this Agreement, or such final judgment is vacated or reversed, the Parties shall revert to their respective positions before the Settlement was reached, as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or approval of a renegotiated settlement.

7.3 **Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the PAGA Settlement to the LWDA simultaneously with the filing of the Stipulation for Approval of the PAGA Settlement in the Action pursuant to Labor Code § 2699(s)(2).

8. NOTICE TO AGGRIEVED EMPLOYEES

8.1 **Data List**. Empire shall provide the Settlement Administrator with the Data List within 30 calendar days after the Court grants approval of the proposed Settlement. The Data List is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of Data List. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

8.2 **Mailing Of Notice To Aggrieved Employees With Distribution of PAGA Payment**. The Settlement Administrator shall use First Class U.S. Mail to mail the Notice to Aggrieved Employees With Distribution of PAGA Payments within 15 calendar days of the receipt of the funding of the GSA, using the most current, known mailing address for each Aggrieved Employee based on information provided by Empire. The Notice to Aggrieved Employees With Distribution of PAGA Payment will state as follows: "Defendants have entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check." A copy of the Notice to Aggrieved Employees is attached hereto as **Exhibit A.**

8.3 **Non-Delivered Notices Or Checks**. Any mailing returned to the Settlement Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using the National Change of Address Database maintained by the United States Postal Service for a single re-mailing via First Class U.S. Mail within five calendar days. If the National Change of Address Database does not provide a correct address, the Settlement Administrator shall attempt to determine the correct address using the Class Member's Social Security number and any available information provided by Empire.

9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT AMOUNT

9.1 **Funding Of Gross Settlement Amount**. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. Within 30 calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount into an interest bearing escrow account with the Settlement Administrator, provided that the Settlement Administrator timely and promptly provides funding instructions to Defendants.

9.2 **Timing of Disbursement Of Gross Settlement Amount.**

9.2.1 **Attorneys' Fees And Costs**. Subject to the terms of the Agreement, the Settlement Administrator shall distribute payment of any approved Attorneys' Fees And Costs within 15 calendar days after the funding of the Gross Settlement Amount. This is the same date that the Aggrieved Employee Settlement Amount will be distributed to Aggrieved Employees. The Settlement

Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any Attorneys' Fees And Costs payment, based on the allocation communicated by Plaintiff's Counsel. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on any Attorneys' Fees And Costs and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

9.2.2 **Settlement Administrator's Expenses**. The Settlement Administrator shall pay itself any approved Settlement Administrator's Expenses within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on any Settlement Administrator's Expenses and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

9.2.3 **Distribution Of PAGA Payment**. The Settlement Administrator shall distribute LWDA Payment (65% of the PAGA Payment) to the LWDA and all Individual Settlement Payments (35% of the PAGA Payment) to Aggrieved Employees within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form 1099 statements to Aggrieved Employees for their respective share of the PAGA Payment. Aggrieved Employees shall be solely and legally responsible for paying all other applicable taxes on their respective share of the PAGA Payment and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

9.3 **Undeliverable Or Uncashed Checks.**

9.3.1 The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payments to Aggrieved Employees checks, if any, to the Aggrieved Employees, the postmark date of any subsequent mailing to any Aggrieved Employees, and a list of any individuals who did not receive the settlement checks due to the inability to locate a valid address using the procedures described herein above in Section 8.2 or who otherwise could not be located within two attempts at mailing.

9.3.2 All Individual Settlement Payments to Aggrieved Employees checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After

180 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed by the Settlement Administrator to the California State Controller's Office pursuant to California's Unclaimed Property Law. No part of the PAGA Payment shall be returned to Defendants.

9.3.3 For any Aggrieved Employees for whom the settlement checks were deemed undeliverable, the funds associated with the settlement payment will be distributed to the California State Controller's Office pursuant to California's Unclaimed Property Law.

10. MISCELLANEOUS PROVISIONS

10.1 **Defendants' Commitment To Comply With State Labor Laws.** In accordance with the PAGA statute and in furtherance of public policy, Defendants agree to take all reasonable steps to comply with the California Labor Code. Such steps may include, but are not limited to: conducting periodic payroll audits and taking appropriate action based on the results; disseminating lawful written policies; training supervisors on compliance with the Labor Code and applicable wage orders; and taking corrective action regarding supervisors when warranted.

10.2 **Interim Stay Of Proceedings**. The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

10.3 **Stipulation To Representative Action For Settlement Purposes Only**. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the settlement is not approved, the stipulation will be void, and Defendants shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not an admission or waiver by Defendants to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

10.4 **Mutual Cooperation**. Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement.

10.5 **Plaintiff's Counsel's Representation**. Plaintiff's Counsel agrees and represents that he will not engage in any conduct to undermine the terms of the Agreement. The Parties agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the Parties will follow the Court's Order.

10.6 **Parties' Authority**. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is agreed that this Agreement may be executed on behalf of the State of California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

10.7 **Binding Effect Of Settlement**. Although some Aggrieved Employees might not receive the notice as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the order approving the Settlement.

10.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. However, if the Court does not issue an Order for Approval of this Agreement, and the Parties are unable to reach an understanding that satisfies the Court's concerns, then Defendants shall have the right to seek enforcement of the MOU.

10.9 **Arms' Length Transaction; Materiality Of Terms**. The Parties have arrived at this Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

10.10 **Counterparts**. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties.

10.11 **DocuSign Or Scanned Signatures**. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via DocuSign or as an imaged attachment. Any signature made and transmitted by DocuSign or as an imaged attachment for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

10.12 **Binding Effect**. This Agreement shall be binding upon the Parties and, with respect to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their spouses, children, rep-representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

10.13 **Construction**. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

10.14 **Severability Clause For Invalidity Of Any Provision**. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

10.15 **No Prior Assignments Or Undisclosed Liens**. Plaintiff represents and warrants that he has not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiff further represents and warrants that there are not any liens or claims against any of the amounts to be paid by Defendants pursuant to this Agreement. Plaintiff agrees to defend, to indemnify, and to hold Defendants harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

10.16 **No Initiated Publicity**. Plaintiff's Counsel shall not take any action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook, Instagram, X or any other social media, or information furnished to legal news media, including but not limited to *Bloomberg Law*, *Law 360*, and the *Daily Journal*. Plaintiff's Counsel shall not refer to Defendants by name in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association ("CELA"). Plaintiff's Counsel further agrees and warrants that if he were contacted by media outlets regarding this case, he will simply state that the lawsuit exists and has been resolved.

10.17 **Continuing Jurisdiction**. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and settlement. The Court shall not have jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

10.18 **Modification**. The Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel of record. After approval of the Settlement has been granted, the Settlement may not be modified except by a writing signed by the Parties hereto or their counsel of record, and approved by the Court.

10.19 **Disputes**. If the Parties have a dispute with regard to the language of this Agreement, they agree to attempt to resolve the dispute informally through good faith negotiations.

10.20 **Governing Law**. This Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of California and the procedural laws of the United States of America.

10.21 **Compliance with PAGA's Procedural Requirements**. Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and prior to the filing of the Stipulation for Approval of the PAGA Settlement.

10.22 **Papers To Be Filed With The Court**. All papers to be filed with the Court by Defense Counsel or Plaintiff's Counsel in connection with this Agreement shall be submitted to the other party at least five business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: 9/16/2025, 2025

Firmado por:
By: Jhonatan Cosme Antonio
C4FB409ADD64434...
Jhonatan Cosme Antonio
Plaintiff

DATED: 9/19/2025, 2025

DocuSigned by:
By:
6920478...
Empire Unistar Management, Inc.,
Defendant

DATED: 9/19/2025, 2025

DocuSigned by:
By: Marianne Hogan
The Ritz-Carlton Hotel Company, LLC, RC Marriott, Inc., RC Marriott III, Inc., MI Holding, L.P., Marriott Senior Holding Co., and Marriott International Capital Corporation,
Defendant

APPROVED AS TO FORM:

DATED: September 18, 2025

LAW OFFICES OF MATTHEW RABBAN, APC

By: /s/Matthew Rabban
Matthew Rabban
Attorneys for Plaintiff
Jhonatan Cosme Antonio

DATED: September 19, 2025

SEYFARTH SHAW LLP

By:
Leo Q. Li
Michael A. Sigall
David J. Kim
Attorneys for Defendants

EXHIBIT B

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Wed 9/24/2025 3:49 PM
To mattrabban@hotmail.com <mattrabban@hotmail.com>

09/24/2025 03:49:11 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/24/2025 03:49:11 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1057985-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7C%7Cf26812fe1c91405f3dc308ddfbbca1d9%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C638943509777470618%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7WsVZPFLW8A3JomjdFHCZU%2Fs0l3W06IGM9aTCXZbFYs%3D&reserved=0

EXHIBIT C

Matthew Rabban, Esq. SBN 277910
LAW OFFICES OF MATTHEW RABBAN, APC
401 Wilshire Blvd. 12th Floor
Santa Monica, CA 90401
Telephone: (818) 448-5625
Facsimile: (424) 645-1180
Email: mattrabban@hotmail.com

Attorney for Plaintiff, JHONATAN COSME ANTONIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

JHONATAN COSME ANTONIO, Plaintiff, v. EMPIRE UNISTAR MANAGEMENT, INC; THE RITZ-CARLTON HOTEL COMPANY, LLC; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L.P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION, and DOES 1 through 20, inclusive,	Case No.: 25CV00738 HON. COLLEEN K. STERNE Dept. **DECLARATION OF PLAINTIFF'S COUNSEL, MATTHEW RABBAN, IN SUPPORT OF REASONABLE ATTORNEYS' FEES**

DECLARATION OF MATTHEW RABBAN, ESQ.

I, Matthew Rabban, declare as follows:

1. I am an attorney, admitted to the Bar of the State of California, and an attorney with THE LAW OFFICES OF MATTHEW RABBAN, counsel of record for Plaintiff JHONATAN COSME ANTONIO ("Plaintiff") in the above-entitled action. Unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I am informed and believe and thereon allege that the Exhibits filed with the moving papers herein are true and correct copies of the originals thereof.

3. This matter was resolved by way of a settlement of Plaintiff's representative claim under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 et seq. Under PAGA, a prevailing employee is entitled to recover civil penalties on behalf of the State of California, as well as "an award of reasonable attorney's fees and costs." (Lab. Code § 2699(g)(1).) In addition, several of the underlying Labor Code provisions at issue — including Labor Code sections 226, 218.5, and 1194 — expressly provide for the recovery of reasonable attorney's fees and costs by a prevailing employee. The Parties' Stipulation and proposed Order submitted concurrently herewith seek the Court's approval of the PAGA settlement and payment of agreed-upon attorneys' fees in the amount of $16,000 to my firm.

4. The negotiated attorneys' fee amount represents less than one-third of the gross PAGA recovery (approximately $54,100 allocated to penalties), and is consistent with the percentage-of-fund benchmark that California courts frequently use to cross-check reasonableness. (See Laffitte v. Robert Half Int'l Inc. (2016) 1 Cal.5th 480, 503 [approving percentage method with lodestar cross-check]; Haro v. City of Rosemead (2009) 174 Cal.App.4th 1067, 1075 ["'fee award should generally be based on the lodestar

but the percentage method may be used to cross-check'"].) Here, the fee amount is below the typical one-third benchmark, further supporting reasonableness.

5. Based on contemporaneous time records kept in the ordinary course of my practice, I have spent a total of 79.9 hours prosecuting this matter through settlement approval. Of that time, approximately 24.6 hours were devoted to settlement work, including negotiating terms, drafting and revising the memorandum of understanding and releases, coordinating with the settlement administrator, and preparing the stipulation for approval; approximately 18.5 hours to legal research, analysis, and review of records and exposure; approximately 17.7 hours to pre-suit planning and pleadings (including preparation of the PAGA letter, drafting and revising the complaint, and related cease-and-desist correspondence and initiating documents); approximately 8.3 hours to communications with my client and opposing counsel by phone, email, and text; approximately 5.1 hours to arbitration administration and arbitrator selection tasks with JAMS (including filing and commencement papers, communications with the case manager, research on potential neutrals, and strike-list work); approximately 4.2 hours to court-related filings and motion work (including objections under Labor Code section 2699.3 and a peremptory challenge under Code of Civil Procedure section 170.6); and approximately 1.4 hours preparing this fee declaration and related materials. Applying my hourly rate of $700, the lodestar is $55,930. The agreed fee of $16,000 therefore reflects a negative multiplier of roughly 0.29, further confirming reasonableness.

6. The agreed attorneys' fee award is reasonable when evaluated under the lodestar method and applicable PAGA authority. California courts have recognized that fee awards in representative enforcement actions should be sufficient to encourage competent counsel to undertake such matters, which serve the public interest by augmenting state enforcement of the Labor Code. (See Lab. Code § 2699(g)(1); Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76 [PAGA's fee-shifting provision

is mandatory for prevailing employees].) Here, the $16,000 award represents less than one-third of the available PAGA recovery and is significantly lower than the calculated lodestar of $55,930, resulting in a negative multiplier of approximately 0.29. Such a result is well within the range deemed reasonable by California courts and further demonstrates that the award is fair, non-excessive, and proportionate to the benefit conferred on the State and aggrieved employees.

7. The prosecution and resolution of this matter have furthered the public policy underlying PAGA by compelling compliance with California's labor laws and securing civil penalties that will be distributed largely to the State of California for enforcement purposes. By bringing this action, Plaintiff has functioned as a proxy for the State's Labor and Workforce Development Agency, achieving a result that deters future violations and benefits other employees similarly situated. The requested fee award therefore not only compensates counsel for time expended, but also incentivizes private enforcement of the Labor Code — a result consistent with the legislative intent behind PAGA.

8. My hourly rate of $700 is reasonable and consistent with prevailing market rates for attorneys with similar skill, experience, and expertise in complex employment litigation in Southern California. I have been licensed to practice law in California since 2011 and have nearly fourteen years of experience, including substantial trial experience and prior representation of employers and corporate defendants in employment and commercial litigation before moving to plaintiff-side practice. My background provides me with unique insight into defense strategies and allows me to effectively prosecute employee claims. Courts in California routinely approve hourly rates equal to or greater than $700 for attorneys with comparable experience handling representative actions and complex wage-and-hour litigation. I have served as lead counsel in four other PAGA matters in which the courts approved the recovery of civil penalties: Ayala et al. v. Fields by Duran (Los Angeles Case No. 23STCV09778); Lopez et al. v. Maidpro (Los Angeles Case No. 22STCV25309); Gutierrez v.

Barcel USA (Los Angeles Case No. 22STCV39840); Navarette v. Bella Vista Designs (Santa Barbara Case No. 23CV02958).

9. Given the time and effort invested in this matter, the complexity of the issues, and the fair result achieved for the State of California and the aggrieved employees, the requested attorneys' fee award is reasonable and appropriate. The award adequately compensates counsel for the necessary work performed and serves the purpose of encouraging private enforcement of the Labor Code under PAGA. I respectfully request that the Court approve the agreed-upon fee as part of the Parties' stipulation for settlement approval.

10. The agreed-upon $16,000 represents the attorneys' fees allocated solely to the resolution of Plaintiff's representative claim under PAGA. This amount does not include attorneys' fees or costs that may be separately recoverable in connection with Plaintiff's individual claims. Plaintiff's individual matter was resolved separately for no more than the estimated exposure on those claims, and counsel will charge only reasonable attorneys' fees in connection with the individual settlement.

11. Plaintiff incurred litigation costs significantly exceeding the $500 requested, including $885.05 in state court filings fees and JAMS filing fees. Nevertheless, Plaintiff seeks only $500 in costs, an amount well below actual out-of-pocket expenditures, which further supports the overall reasonableness of the fee and cost request.

12. For all of the foregoing reasons, I respectfully request that the Court approve the Parties' PAGA settlement and enter an order awarding $16,000 in attorneys' fees and $500 in costs as agreed by the Parties. The requested award is reasonable under the lodestar method, reflects a substantial negative multiplier, and is supported by the public policy of encouraging private enforcement of California's labor laws.

13. On September, 24, 2025, I submitted the settlement agreement in this matter, along with

the proposed penalty amounts, to the LDWA. (LWDA Case No. LWDA-CM-1057985-24).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 25, 2025, in Los Angeles, California.

Matthew Rabban

____
Matthew Rabban, Declarant

Matthew Rabban, Esq. SBN 277910
LAW OFFICES OF MATTHEW RABBAN, APC
401 Wilshire Blvd. 12th Floor
Santa Monica, CA 90401
Telephone: (818) 448-5625
Facsimile: (424) 645-1180
Email: mattrabban@hotmail.com

Attorney for Plaintiff, JHONATAN COSME ANTONIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

JHONATAN COSME ANTONIO, Plaintiff, v. EMPIRE UNISTAR MANAGEMENT, INC; THE RITZ-CARLTON HOTEL COMPANY, L L C; RC MARRIOTT, INC.; RC MARRIOTT III, INC.; MI HOLDING, L. P.; MARRIOTT SENIOR HOLDING CO.; MARRIOTT INTERNATIONAL CAPITAL CORPORATION; and DOES 1 through 20, inclusive, Defendants.	Case No. 25CV00738 Hon. Donna D. Geck Dept. 4 Complaint Filed: February 3, 2025 **PROOF OF SERVICE**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is LAW OFFICES OF MATTHEW RABBAN, APC, 401 Wilshire Blvd., 12th Floor PH, Santa Monica, CA 90401.

On **September 25, 2025**, I served the document(s) described as:

STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT; [PROPOSED ORDER]

on the interested parties in this action by sending [ ] the original [or] [X] a true copy thereof [ ] to interested parties as follows [or] [X] as stated on the attached service list:

See Attached Service List

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[X] **BY ELECTRONIC MAIL:** I caused a copy of the document(s) to be sent to the persons at the email addresses listed above, or the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **September 25, 2025**, at Los Angeles, California.

Matthew Rabban	Matthew Rabban
Name	Signature

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