

STIPULATION AND RELEASE SETTLEMENT AGREEMENT

This Stipulation and Release Settlement Agreement (“**Settlement Agreement**”), subject to the approval of the Court, is reached by and between (i) Gloria Rodriguez Vinalaey (“**Vinalaey**”) and Priscilla Zavala (“**Zavala**”) (collectively “**Plaintiffs**”), individually and on behalf of all aggrieved employees and members of the Settlement Class defined below, on the one hand, and (ii) Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and Greenwood Hospitality Management LLC (collectively “**Defendants**” and their Partners and Owners) on the other hand. Plaintiffs and Defendants are referred to herein as the “**Parties**”.

Plaintiffs, aggrieved employees and the Settlement Class are represented by Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC (“**Plaintiffs’ Counsel**” or “**Class Counsel**”) and Defendants are represented by Robert D. Vogel, Audrey Olson Gardner and Emma D. Baker of Jackson Lewis P.C.

The Parties agree that this Action shall be, and hereby is, ended, settled, resolved and concluded by agreement of Defendants as provided below pursuant to the terms and conditions of this Settlement Agreement and for the consideration set forth herein.

The Parties stipulate to the certification of the Settlement Class described in this Agreement for purposes of settlement only. This Agreement is contingent upon the approval and certification by the Court. If the Effective Date of Settlement (defined below) does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date of Settlement

does not occur, any certification of the Class as to Defendants will be vacated and Class Representatives, Defendants and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Effective Date of Settlement does not occur, (a) any Court orders preliminarily or finally approving certification of any Class contemplated by this Agreement shall be null, void and vacated and not be used or cited thereafter by any person or entity and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this Agreement or that the Court preliminarily approved the certification of the Class shall not be used or cited thereafter by any person or entity in any manner whatsoever, including without limitation, any contested proceeding relating to the certification of any Class. If the Effective Date of Settlement does not occur, this Agreement shall be of no force or effect whatsoever and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose. If the Effective Date of Settlement does not occur, the Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval, Motion for Final Approval or approve any other request necessary to fully implement this settlement, the Parties agree to meet and confer to address the Court's concerns.

Plaintiffs' Counsel filed a class action complaint against Defendants on March 21, 2024 in Monterey County Superior Court on behalf of Vinalaey which alleged causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4)

rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition and (8) failure to reimburse necessary business expenses.

Plaintiffs' Counsel filed a First Amended Class and Representative Action Complaint ("FAC") on July 24, 2024 adding an additional cause of action for civil penalties pursuant to the Private Attorneys General Act ("PAGA") pursuant to Labor Code section 2698 *et seq.* based on claims asserted in the PAGA letter Plaintiffs' Counsel submitted to the LWDA on March 21, 2024.

On September 20, 2024, Plaintiffs' Counsel filed a Second Amended Class and Representative Action Complaint ("SAC") adding Zavala as a second named Plaintiff. The Complaint, FAC and SAC are referred to herein collectively as the "**Action**" and the SAC is the operative complaint for settlement purposes.

On April 10, 2025, Plaintiffs and Defendants, represented by their respective counsel of record, jointly mediated the Action before mediator Todd Smith, Esq. The Parties were able to reach a settlement of this dispute by way of the Action as described below.

Prior to the mediation, the Parties conducted and investigated the material facts and applicable law of the asserted claims through formal and informal discovery which included review and analysis of Defendants' written policies and procedures and the putative class members' and aggrieved employees' time records and payroll records for the class and PAGA time periods. Counsel for the Parties further reviewed the applicable law that applied to the alleged facts asserted by Plaintiffs in support of their claims and defenses thereto and the damages and penalties claimed and sought by them in the Action. As a result of the Parties' thorough investigation of the allegations and defenses thereto, they reached an agreement for a global settlement which was reached after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action on the terms set forth herein subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or liability as the Settlement Agreement is intended solely to allow the Parties to definitively resolve the disputed claims asserted in the Action.

1. Certification for Settlement Purposes

For the purposes of this Settlement, the Parties stipulate to certification of the following “**Settlement Class**” or “**Settlement Class Members**”:

All current and former non-exempt employees of Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and Greenwood Hospitality Management LLC who worked for Defendants in California at any time from March 21, 2020 through April 10, 2025. (“**Class Period**”)

2. Aggrieved Employees

For purposes of this Settlement, the Parties stipulate the “**Aggrieved Employees**” shall be defined as:

All current and former non-exempt employees of Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and Greenwood Hospitality Management LLC who worked for Defendants in California at any time from March 21, 2023 through April 10, 2025. (“**PAGA Period**”)

3. Releases

A. Released Parties. As referenced herein, **Released Parties** shall collectively include Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; Greenwood Hospitality Management LLC and each of their present clients, business partners, officers, directors, agents, managers, employers, joint, former and future integrated enterprises and

attorneys thereof, both individually and in their business capacities, shareholders, their employee benefits plans and programs and the trustees, administrators, fiduciaries and insurers of such programs.

B. Releases Effective Upon Full Payment of the GSA. Effective on the date when Defendants fully fund the entire Gross Settlement Amount (“GSA”) and all employer payroll taxes owed on the wage portion of the individual Participating Member Payments (defined below) by depositing the payment into the QSF (defined below), Plaintiffs, Settlement Class Members and Aggrieved Employees will release all claims against all Released Parties from any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual and/or common law claims for wages, gratuities, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs and restitution or equitable relief which were or could have been asserted in the Action based upon the claims alleged in the Action under any federal, state or local statutes, Wage Orders, codes or ordinances to the extent permitted by applicable law for the duration of the Class Period (“**Released Class Claims**”). The Released Class Claims shall include, without limitation, all known and unknown claims relating to failure to pay minimum wages; failure to pay or correctly calculate regular or overtime compensation, paid sick leave; meal or rest break premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records; failure to timely pay wages when due and owing; failure to pay reporting time pay; failure to reimburse business expenses; and any statutory and/or civil penalty claims including but not limited to claims for inaccurate wage

statements, untimely or late pay and underpayment of wages due at termination that were alleged or could have been alleged in the Action based on the claims alleged in the Action.

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice shall advise all Class Members of the binding nature of the Settlement and the release of released claims and shall have the same force and effect as if this Settlement Agreement was executed by each Participating Class Member.

- C. Released Class Claims.** All Settlement Class Members who do not opt out of the settlement (“**Participating Settlement Class Members**”) on behalf of themselves and their respective past and present representatives, agents, attorneys, heirs, administrators, successors and assigns release all Released Parties from all Released Class Claims.
- D. Released PAGA Claims.** Aggrieved Employees, regardless of whether they opt out or not of the PAGA Settlement, will release and discharge the Released Parties from all claims for PAGA civil penalties that were or could have been alleged in the Action for alleged Labor Code violations that arose during the PAGA Period (“**Released PAGA Claims**”).
- E. Plaintiffs’ Release of Unknown Claims.** In light of their Class Representative Service Awards, Plaintiffs for themselves and also on behalf of their respective heirs, assigns, executors, administrators and agents, past or present (collectively, their “**Affiliates**”), hereby fully and without limitation release and discharge the Released Parties from any and all claims, including but not limited to, any and all claims arising under the laws of the State of California; all claims raised or that could have been raised in the Action; all other statutory, constitutional, contractual and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or

punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, PAGA or any other provision of the California Labor Code); and any and all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; 42 U.S.C. § 1981; the Age Discrimination In Employment Act; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the California Family Rights Act; the California Unruh Civil Rights Act; the California Confidentiality of Medical Information Act; California Equal Pay Law – Cal. Lab. Code § 1197.5; California Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.; California Paid Sick Leave Laws, Cal. Lab. Code §§246-249; The California WARN Act – Cal. Lab. Code § 1400 et seq.; The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code §1785 et seq.; The California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code §1786 et seq.; Cal. Lab. Code §§ 132(a) and 4553; any state, civil or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state or local statutes, codes or ordinances; any common law, contract law or tort law cause of action; and any claims for interest, attorneys’ fees and/or costs incurred in these released matters. This release expressly excludes any individual claims based on alleged facts or conduct that allegedly occurs after the date Plaintiffs execute this Agreement. Notwithstanding the foregoing, Plaintiffs understand that this release includes

all unknown individual claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code which provides:

Section 1542 Statement

Plaintiffs acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

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.

With full awareness and understanding of the above provision, Plaintiffs on behalf of themselves hereby waive and relinquish any and all rights and benefits that they may have under Section 1542 of the California Civil Code or the law of any other state, jurisdiction or common law principle to the same or similar effect and agree and acknowledge that this waiver of rights under Section 1542 extends beyond the waiver set forth in Section 5.04.

4. Gross Settlement Amount.

In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay One Million Dollars and Zero Cents (\$1,000,000.00) (“**Gross Settlement Amount**” or “**GSA**”) in full and complete settlement of the Action. No part of the Gross Settlement Amount

shall revert to Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Amount except as subject to below. The GSA includes One Hundred Twenty-Four Thousand Five Hundred Dollars and Zero Cents (\$124,500.00) that has already been paid to certain Settlement Class Members as a result of them previously executing individual settlement agreements (“**Individual Settlement Agreements**”) that purport to release the claims at issue in this Action with Defendants after the Action was filed.

The Settlement Class Members who earlier signed an Individual Settlement Agreement for purposes of this settlement will be treated with the amount that they were previously paid. If, however, they are entitled to receive an additional settlement amount based upon his/her proportionate share of Class Workweeks consistent with section 12(a)(ii) of this Settlement Agreement, they are entitled to and will receive that additional class settlement amount as well.

The GSA shall be paid as follows.

A. Funding of the Gross Settlement Amount.

Eight Hundred Seventy-Five Thousand Five Hundred Dollars and Zero Cents (\$875,500.00) shall be deposited with the Settlement Administrator within fourteen (14) days after the Effective Settlement Date, as defined in Paragraph 12 below. Besides any additional settlement amount that may be triggered by the escalator clause consistent with Paragraph 9 of this Settlement Agreement and Defendants’ payment of their share of payroll taxes pursuant to Paragraph 7 of this Settlement Agreement mentioned hereafter, in no event shall Defendants be required to pay more than the GSA in full and complete settlement of the Action.

B. Non-revisionary. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- i. All payments to the Aggrieved Employees and Settlement Class as described in this Settlement Agreement.
- ii. **Settlement Administration Costs.** All fees and expenses incurred by the settlement administrator associated with the administration of the settlement which are presently anticipated to be no greater than Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$9,990.00) included but not limited to the mailing notice of the calculation of individual settlement payments, generation of individual settlement payment checks and related tax reporting forms, the administration of unclaimed checks and generation of checks to Class counsel for attorney's fees and costs, to the two (2) Class Representatives for their incentive awards and to the LWDA. If the actual amount of the Settlement Administration Cost is less than \$9,990.00, the difference between that amount and the actual Settlement Administration Cost shall be part of the Net Settlement Amount. If the Settlement Administration Amount exceeds \$9,990.00 and is approved by the Court, such excess will be paid solely from the Gross Settlement Amount and Defendants shall not be responsible for paying any additional funds in order to pay these additional costs. The Parties agree to the appointment of Apex Class Action or such settlement administrator approved by the Court as the settlement administrator ("**Settlement Administrator**") and Class Counsel seeking Court approval to pay up to Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$9,990.00) from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices

in both English and Spanish; providing periodic written reports to Class and Defense Counsel that, among other things, tally the number of Settlement Notices (“Notices”) mailed, re-mailed and/or returned undelivered; addressing Requests for Exclusion from the Class, Class objections to the settlement and/or disputes received from Settlement Class Members; calculating each Settlement Class Member’s and Aggrieved Employee’s entitled Payment defined below; determining the entitled amount, preparing, mailing checks and residuals resulting from uncashed settlement checks; and providing declarations addressing the Settlement Administrator’s background and services performed for Preliminary Approval of the Settlement attesting to its due diligence and compliance with all of its duties, responsibilities and obligations consistent with this Settlement Agreement including a final report detailing the disbursements of the Gross Settlement Amount in compliance with the Court’s Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Participating Settlement Class Members (collectively “**Participating Members**”) consistent with this Settlement.

- iii. **Class Representative Incentive Awards.** Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be paid to each Plaintiff for a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00) as a Class Representative Incentive Award subject to Court approval in recognition and consideration of their efforts and work in prosecuting the Action on behalf of Class Members, Plaintiffs’ general release of all claims, contributions to the Action and service

to the Settlement Class. Defendants will not object to a request for Class Representative Incentive Awards for Plaintiffs in exchange for the general release of their claims and waiver of Civil Code Section 1542 and service to the Settlement Class. This payment will be in addition to Plaintiffs' Participating Class and PAGA Member Payments (defined below) and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Class Representative Incentive Awards to the Plaintiffs are not wages and, therefore, the Settlement Administrator shall not withhold any taxes from the Class Representative Incentive Awards and shall report them on an IRS Form 1099 which shall be provided to Plaintiffs and to pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Class Representative Incentive Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board or some other taxing authority may take the position that some or all of the Class Representative Service Awards constitute wages for income tax and withholding purposes. Plaintiffs agree to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Class Representative Service Awards paid under this Settlement Agreement and all liability associated therewith. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, the Settlement Agreement remains in full force

and effect and Plaintiffs shall not have the right to revoke the settlement for that reason and it shall remain final, binding and enforceable.

- iv. **Plaintiffs' Counsel Fees and Costs.** Thirty-three percent (33%) of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be Three Hundred and Thirty Thousand Dollars and Zero Cents (\$330,000.00), and up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in verified costs and expenses related to the Action as supported by declaration and documents shall be paid to Plaintiffs' Counsel. The Parties agree that the filing of the Action was a motivating factor in Defendants entering into Individual Settlement Agreements with certain Settlement Class Members and therefore have no objection to the Court ordering Plaintiffs' Counsel be compensated based on a Court-approved percentage of the entire GSA including the amount of settlement payments already made to certain Settlement Class Members as a result of their individual Settlement participation. In the event that the Court reduces or does not approve Plaintiffs' Counsel requested fees and/or cost amounts, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason and it shall remain binding. If the Gross Settlement Amount increases pursuant to Paragraph 9, the amount of fees requested by Plaintiffs' Counsel will increase proportionally consistent therewith. These amounts will cover any and all work performed and any and all costs incurred by Plaintiffs' Counsel in connection with this litigation including, without limitation, all work performed and costs incurred to date and all work to be performed and costs to be incurred in the

future in connection with obtaining the Court's approval of this Settlement Agreement including any objections raised, responses to any previously unknown intervenors and later appeals necessitated by those objections or intervenors. Plaintiffs' Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

v. **PAGA Penalties.** One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount will be treated and paid as PAGA civil penalties. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of such penalties (\$75,000.00) will be payable to California's Labor & Workforce Development Agency ("**LWDA Payment**") and the remaining twenty-five percent (25%) (\$25,000.00) will be payable to the Aggrieved Employees as the gross "**PAGA Amount.**" The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Penalties.**"

5. **Qualifying Class Workweeks** means the number of weeks Settlement Class members worked as non-exempt employees during the Class Period.

6. **Qualifying PAGA Pay Periods** means the number of weeks that PAGA Group Members were paid as non-exempt employees during the PAGA Period.

7. **Payroll Tax Payments.**

Defendants' share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

8. **Qualified Settlement Fund or QSF.**

The fund within the meaning of Treasury Regulations §1.468B-1, 26 CFR §1.468B-1, et seq., as established by the Settlement Administrator.

9. Class Escalator Clause.

The Parties estimate that there are approximately 33,417 Class Workweeks within the Class Period. If, the actual number of Class Workweeks released by this Settlement increases by 10% (increase by more than 3,342 Class Workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of Class Workweeks by 11% or more, or Defendants alternatively shall have the option to agree to a release date where the number of Class Workweeks released will be equal to no more than 36,754 Class Workweeks which option shall expire at the time notice is mailed to Class Members.

10. “Class Workweek”. Any calendar week in which the Settlement Class Member worked at least one shift performing work for Defendants in California during the Class Period based on Defendants’ records.

11. “PAGA Pay Period”. Any pay period in which Aggrieved Employees worked at least one shift performing work for Defendants in California during the PAGA Period based on Defendants’ records.

12. Effective Date of Settlement. The Effective Date of Settlement shall be the later of the following: (1) the date the Final Order is signed by the Court if no objections are made to the Settlement or if objections are made and later withdrawn; (2) five (5) days after the deadline to appeal the Final Order has expired without a timely appeal or a request for review being filed if objections are filed and overruled; (3) ten (10) days after any appeal is withdrawn or after an appellate decision affirming the Final Order without material modification becomes final if objections are filed and overruled and an appeal is taken of the Final Order.

13. Disbursement of Gross Settlement Amount. Within ten (10) calendar days following the funding of the Gross Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate each Participating Member Payments (defined below) and mail individual Participating Member Payments to Participating Settlement Class Members and Aggrieved Employees and transfer to Class Counsel its attorney's fees and verified costs previously approved by the Court.

14. Participating Class Member Payment Procedures. Participating Settlement Class Members and Aggrieved Employees (collectively "Participating Members") are not required to submit a claim form to receive their share of the Settlement ("**Participating Class Payment**"). Participating Member Payments will be determined and paid as follows:

a. **Net Settlement Amount.** The Net Settlement Amount is the Gross Settlement Amount after the following Court-approved deductions are made: (a) all approved costs of settlement administration; (b) Class Representative Incentive Awards to Plaintiffs; (c) LWDA Payment; and (d) costs and attorneys' fees to Class Counsel. The Net Settlement Amount shall be determined for Participating Members from the Net Settlement Amount by the Settlement Administrator calculating each eligible Participating Member Payment's based on the following formula:

i. **Total PAGA Amount.** Each Aggrieved Employee shall receive a portion of the **PAGA Amount** allocated to Aggrieved Employees based on their proportionate total share of PAGA Pay Periods by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.

- ii. **Remainder Class Settlement Amount.** The remainder of the Net Settlement Amount shall be distributed to each Participating Settlement Class Member based on his/her proportionate share of Class Workweeks by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class Member's total number of Class Workweeks during the Class Period and the denominator of which is the total Class Workweeks of all Participating Settlement Class Members.

15. Participating Class Member Payment Tax Treatment. For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 14(A)(ii), above twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings and the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments received through this Settlement Agreement, including the wages portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan unless required by such plans.

16. Deadline to Negotiate Participating Class Member Payment. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred

eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within this one hundred eighty (180) days period will not be reissued and will be transferred by the Settlement Administrator to the Boys & Girls Clubs of Monterey County as the designated *cy pres*.

17. Defendants shall be deemed to have fully and completely discharged their obligations and responsibilities to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check regardless of whether such checks are actually received and/or negotiated by Participating Members. Neither Plaintiffs, Defendants nor their respective counsel shall bear any liability for lost or stolen checks, forged signatures on checks or unauthorized negotiation of checks. Unless responsible by his, her or its own acts of omission or commission, the same is true for the Settlement Administrator.

18. **Preliminary Approval of Settlement.** Plaintiffs shall apply to the Court for the entry of an Order:

- a. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- b. Appointing Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC as Class Counsel;
- c. Appointing Gloria Rodriguez Vinalaey and Priscilla Zavala as Class Representatives for the Settlement Class;
- d. Approving Apex Class Action as Settlement Administrator;
- e. Preliminarily approving this Settlement Agreement and its terms and conditions as fair and reasonable;

- f. Approving the form and content of the Class Notice Packet and directing the mailing of it in English and Spanish to all Aggrieved Employees and Class Members;
- g. Scheduling a Final Approval hearing;
- h. Plaintiffs shall submit the proposed settlement to the Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to the Court and Defendants’ counsel; and
- i. If Final Approval is granted, Plaintiffs shall submit a copy of the Superior Court’s judgment to the LWDA after entry of the judgment or order pursuant to Labor Code § 2699(1)(3).

19. Notice Procedures. Following preliminary approval, Settlement Class Members and Aggrieved PAGA Employees shall be notified as follows:

- a. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list (in electronic format) including the full names, last known addresses, social security numbers, dates of employment, Class Workweeks and PAGA Pay Periods for each Aggrieved Employee and Settlement Class Member.
- b. Within ten (10) business days of receiving a Class List from Defendants, the Settlement Administrator will provide their calculations of anticipated Individual Settlement Payments and Individual PAGA Payments to counsel for the Parties for review and approval. Within fifteen (15) business days of receiving a Class List from Defendants, the Settlement Administrator will send Class Members the Court-approved Notice Packet by first-class mail to their last known address or using such

alternative methods as the Court may require. The Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace and, if another address is identified, shall mail the Notice Packet to the newly identified address. The Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each re-mailing as part of a weekly status report provided to the Parties. In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth below.

20. Opt out/ Request for Class Member Exclusion Procedures. Any Settlement Class Member who wishes to opt out of the settlement must complete and mail or fax a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (“**Response Deadline**”).

- a. **Request for Exclusion.** It must: (1) contain the name, address and telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be faxed or postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the class notice. If the Request for Exclusion fails to comply with these items (1), (2) and/or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion not containing a Settlement Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individuals, and such individual shall be entitled to their share of the PAGA amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit the Request for Exclusion is automatically deemed a participating Settlement Class Member.

- b. **Class Member Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Plaintiffs' Counsel and Defendants' Counsel as well as filing them with the Court). Defendants' Counsel and Plaintiffs' Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' Counsel and Plaintiffs' Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class Member's full name and current address; (2) include all objections and the factual and legal basis for same; (3) include any and all supporting papers, briefs, written evidence, declarations and/or other evidence and the (4) objection must be postmarked on or before the Response Deadline.
- c. **Challenges to a Participating Class Member's and Aggrieved Employee's Payment Calculations.** Each Notice Packet mailed to a Settlement Class Member and/or Aggrieved Employee shall disclose the amount of the Settlement Class Member's and/or Aggrieved Employee's estimated Participating Member and/or PAGA Payment as well as all of the information that was used from Defendants' records in order to calculate the Participating Member's and/or Aggrieved Employee's Payment, including the number of Class Workweeks and/or number of PAGA Pay Periods. Settlement Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the number of Class Workweeks and/or PAGA Pay Periods stated in their Notice

Packet, to challenge the data provided. In order to challenge Defendants' data, the Settlement Class Member and/or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Class Workweeks and/or PAGA Pay Periods that the Settlement Class Member and/or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- d. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process including, without limitation, disputes (if any) regarding the calculation of a Settlement Class Member's and/or Aggrieved Employee's Participating Member Payment, the allocation of the W-2 wages and the number of Class Workweeks and PAGA Pay Periods. Where the information submitted by Defendants from their records differ from the information submitted by the Settlement Class Member and/or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Plaintiffs' Counsel and Defense Counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall e-mail copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment

is warranted, the Settlement Administrator will finally determine the eligibility for an amount of any Participating Member Payment. Such determination shall be binding upon the Settlement Class Member and/or Aggrieved Employee and the parties.

21. Settlement Administrator's Declaration. No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defendants' Counsel and Plaintiffs' Counsel with a declaration attesting to completion of the notice process including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets and the number of valid requests for exclusion and objections that the Settlement Administrator received. Such determination shall be binding upon the Settlement Class Member, Aggrieved Employee and the Parties.

22. Final Fairness Approval Hearing. Following preliminary Court approval and the close of the Response Deadline referenced above, Plaintiffs' Counsel shall apply to the Court for entry of an Order:

- a. Granting final approval to the Settlement Agreement and adjudging its terms to be fair and reasonable;
- b. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiffs' Class Representative Incentive Awards, Plaintiffs' Counsel's attorneys' fees, costs and expenses, Class Settlement Payments and the PAGA Penalties; and
- c. Entering judgment pursuant to California Rule of Court 3.769.

23. Final Order.The "Final Order" means the final court order and judgment signed and entered by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, certifying the class for settlement purposes, finally approving the

settlement of Plaintiffs' Class and PAGA claims in entering judgment thereupon. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding except a proceeding to approve, interpret or enforce this Settlement Agreement.

24. Non-Admission. Defendants deny that they have engaged in any unlawful activity, failed to comply with the law in any respect, have any liability to anyone for any of the claims asserted in the Action and that but for this Settlement a Class should not be certified in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the uncertainty and burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding except a proceeding to approve, interpret or enforce this Settlement Agreement.

25. Notices. All notices, demands and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' legal counsel or such other addresses as the Parties may designate in writing from time to time.

26. Amendments or Modification. Except for the mutually agreeable extension of deadlines and dates necessary to implement this settlement, the terms and provisions of this Settlement Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) or their legal counsel and approved by the Court.

- 27. Enforcement of Settlement and Continuing Court Jurisdiction.** The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Defendants resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.
- 28. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.
- 29. Counter-parts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically and all sum counterparts taken together shall be deemed to constitute one and the same instrument.
- 30. Failure to Obtain Preliminary or Final Court Approval.** If the Court fails to grant either preliminary or final approval of the Settlement, the Parties shall be restored to their positions that existed at the time of the execution of this Settlement Agreement which shall include but not be limited to all funds paid by Defendants prior thereto shall be returned to Defendants with the exception that if any settlement administration costs are due and payable, Plaintiffs and Defendants agree to split those costs.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 6/4/2025

Signed by:


Plaintiff and Class Representative
Gloria Rodriguez Vinalaey

Date: _____

Plaintiff and Class Representative
Priscilla Zavala

Date: _____
Name: _____

GHM Monterey, LLC

Date: _____
Name: _____

Greenwood Hospitality Group, LLC

Date: _____
Name: _____

Greenwood Hospitality Management LLC

Approved as to Form

Date: 6/5/25

STANSBURY BROWN LAW, PC



Daniel J. Brown
Counsel for Plaintiffs and Class

Date: _____

JACKSON LEWIS P.C.

Robert D. Vogel
Counsel for Defendants

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Plaintiff and Class Representative
Gloria Rodriguez Vinalaey

Date: 6/4/2025

DocuSigned by:

90D6490F905A476...

Plaintiff and Class Representative
Priscilla Zavala

Date: _____
Name: _____

GHM Monterey, LLC

Date: _____
Name: _____

Greenwood Hospitality Group, LLC

Date: _____
Name: _____

Greenwood Hospitality Management LLC

Approved as to Form

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiffs and Class

Date: _____

JACKSON LEWIS P.C.

Robert D. Vogel
Counsel for Defendants

EXECUTION BY PARTIES AND COUNSEL

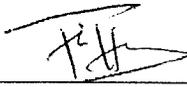
Date: _____

Plaintiff and Class Representative
Gloria Rodriguez Vinalaey

Date: _____

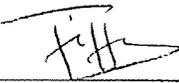
Plaintiff and Class Representative
Priscilla Zavala

Date: 6/2/2025
Name: AIK HONG TAN



GHM Monterey, LLC

Date: 6/2/2025
Name: AIK HONG TAN



Greenwood Hospitality Group, LLC

Date: 6/2/2025
Name: AIK HONG TAN



Greenwood Hospitality Management LLC

Approved as to Form

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiffs and Class

Date: 6/3/2025



JACKSON LEWIS P.C.

Robert D. Vogel
Counsel for Defendants