CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and California Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is made by and between Plaintiffs Angelica Pepper, Javier Marin, Maria Elena Pace, Matthew Shachno, and Ivan Martinez (collectively, "Plaintiffs"), on the one hand, and Driftwood Hospitality Management II, LLC; 8757 MV Payroll, LLC; and Ridgecrest SHS Payroll, LLC (collectively, "Defendants"), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as the "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendants currently pending and entitled as follows: *Angelica Pepper v. Ridgecrest SHS Payroll, LLC, et al.*, Superior Court of California, County of Kern, Case No. BCV-23-103603.

1.2. "Address Search" means the Administrator's search for Covered Employees' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means Apex Class Action Administration.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $8,550.00, except for a showing of good cause and as approved by the Court.

1.5. "Attorneys' Fees" mean the amounts allocated to Plaintiffs' Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount.

1.6. "Class" or "Class Member(s)" means (i) Main Class Members and (ii) Wage Statement Class Member(s) together.

1.7. "Class Counsel," "PAGA Counsel," or "Plaintiffs' Counsel" means Wilshire Law Firm; Diversity Law Group, P.C.; Polaris Law Group; Law Offices of Choi & Associates; JCL Law Firm, APC; and Zakay Law Group, APLC.

1.8. "Class Period" means the period from October 26, 2019 to August 6, 2025.

1.9. "Class Notice" means the Notice of Class Action and PAGA Settlement, attached as <u>**Attachment A**</u>, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. "Class Response Deadline" means 45 days after the Administrator mails Class Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Class Response Deadline expiry.

1.11. "Class Representatives," "PAGA Representatives," or "Named Plaintiffs" refer to: Plaintiffs Angelica Pepper, Javier Marin, Maria Elena Pace, Matthew Shachno, and Ivan Martinez.

1.12. "Class Workweek" means any calendar week during which a Class Member worked for Defendants for at least one day during the Class Period.

1.13. "Class Workweek Estimate" means, based on a review of Defendants records through May 8, 2025, a total of 38,300 Class Workweeks by Class Members during the Class Period.

1.14. "Court" means the Kern County Superior Court.

1.15. "Covered Employees" means all PAGA Members and all Class Members.

1.16. "Defense Counsel" means counsel of record for Defendants in the Action from the law firm of Jackson Lewis P.C.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its order granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. "Employee Data" means the following identifying information for each Covered Employee in Defendants' possession: employee name, last-known mailing addresses, Social Security numbers, and number of Class Workweeks and PAGA Periods.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means One Million One Hundred Forty-Nine Thousand Dollars and Zero Cents **($1,149,000.00)**, which is the total amount Defendants agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.22. "Individual Class Payment(s)" means the Participating Class Members' pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks.

1.23. "Individual PAGA Payment(s)" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.24. "Individual Settlement Payment(s)" means the Individual Class Payment(s) and the Individual PAGA Payment(s).

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.26. "Litigation Costs" means the amount incurred by Plaintiffs' Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed $37,000.00.

1.27. "LWDA" means the California Labor Workforce and Development Agency.

1.28. "LWDA Payment" means the seventy-five percent (75%) share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, former subd. (i).

1.29. "Main Class Members" means all current and former non-exempt employees who performed work for Defendants in California at any time during the Class Period.

1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: payments to the LWDA, PAGA Members, Class Counsel's Attorneys' Fees and Litigation Costs, and the Class Representatives as Service Payments (as defined below), as well as payments for Defendants' share of payroll taxes and to the Administrator for Administration Expenses.

1.31. "Net PAGA Payment" means the twenty-five percent (25%) share of the PAGA Payment allocated to be paid to the PAGA Members under Labor Code section 2699, former subd. (i).

1.32. "Non-Participating Class Member" means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.33. "Operative Complaint" means the Second Amended Complaint Plaintiff Angelica Pepper filed in Kern County Superior Court naming all Class Representatives as Plaintiffs on December 5, 2025.

1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35. "PAGA" means the California Private Attorneys General Act of 2004.

1.36. "PAGA Period" means December 29, 2022 through August 6, 2025.

1.37. "PAGA Payment" means the sum of $100,000.00, provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with seventy-five percent (75%) of the PAGA Payment constituting the LWDA Payment ($75,000.00), with the remaining twenty-five percent (25%) ($25,000.00) constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.38. "PAGA Members" means all current or former exempt and non-exempt employees who performed work for Defendants in California at any time during the PAGA Period.

1.39. "PAGA Notices" means Plaintiffs' letters to Defendants and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.40. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.42. "Released Claims" means the claims being released in connection with this Settlement, as set forth in paragraphs 4.2 and 4.3.

1.43. "Released Parties" means: Defendants and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, members, employees, agents, insurers, reinsurers, professional employment organizations, successors and assigns, and any individual or entity which could be liable for any of the Released Claims and Defendants' counsel of record in the Action.

1.44. "Request for Exclusion" means a Class Member's submission of a signed written request to be excluded from the Settlement.

1.45. "Service Payments" means the payments to Plaintiffs for initiating and providing services in support of the Action in an amount up to $10,000 each, to be paid out of the Gross Settlement Amount, subject to Court approval, which also constitutes consideration for Plaintiffs' individual settlement and general release of all claims, as set forth in this Agreement.

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

1.47. "Wage Statement Class" or "Wage Statement Class Member(s)" means all employees who were paid wages for work performed for Defendant in California during the Class Period.

1.48. "Wage Statement Class Payment" means the sum of $100,000.00, which shall be paid from the Net Settlement Amount and distributed to the Wage Statement Class Members on a pro rata basis for the number of Class Workweeks each Member worked during the Class Period.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.1.1. Employer Payroll Taxes: Defendants' share of payroll taxes will be paid from the Gross Settlement Amount.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Named Plaintiffs: The Service Payments to Plaintiffs are in addition to any Individual Settlement Payments that they may be entitled to receive as Covered Employees. If the Court approves the Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payments using IRS Form 1099. An award of less than the requested amount for the Service Payments will not give rise to a basis to abrogate the Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payments, at its discretion at the final approval stage.

2.2.2. To Plaintiffs' Counsel: Defendants will not oppose Plaintiffs' application to the Court for attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is currently $402,150.00. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims in paragraph 4.3 below that were, or could have been, brought in the Operative Complaint under PAGA based on the factual allegations in the Operative Complaint, the Action, and PAGA Notices; seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, which may be done only through written amendment fully executed by the Parties, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the Court requires a PAGA Payment of a greater amount than set forth in the Agreement, Defendants shall not be required to pay any additional funds as part of the Gross Settlement Amount; rather, any Court-ordered increase in the PAGA Payment shall be exclusively funded and distributed from the Gross Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment shall be calculated as follows: (a) the Net Settlement Amount shall first be allocated between the (i) participating Main Class Members and (ii) participating Wage Statement Class Members; (b) the portion allocated to participating Main Class Members shall be divided by the total number of Class Workweeks worked by all participating Main Class Members during the Class Period, and each participating Main Class Member shall receive an amount equal to the result multiplied by their individual Class Workweeks; (c) the portion allocated to Wage Statement Class Members shall be divided equally among all Wage Statement Class Members and each participating Wage Statement Class Member shall receive an amount equal to the result multiplied by their individual Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Ten percent (10%) of each Participating Main Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Main Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The Wage Statement Class Members' Individual Class Payments shall not be subject to wage withholding and shall be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

2.2.6. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment shall be calculated by: (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. No later than 21 days after the Court grants Preliminary Approval, Defendants will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiffs' Counsel if they discover that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payments.

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced or if requested by a Covered Employee prior to the void date.

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

3.3.4. The payment of Individual Settlement Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement. All Individual Settlement Payments shall be deemed to be paid to Covered Employees solely in the year in which such payments actually are received by the Covered Employees. It is expressly understood and agreed that the receipt of Individual Settlement Payments will not entitle any Covered Employees to additional compensation or benefits, stemming from this Action, under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Covered Employees to any increased retirement, 401K benefits, or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants to the Covered Employees, and that the Covered Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement.)

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the Settlement and release of PAGA claims set forth in this Settlement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendants portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Defendants fully funds the Gross Settlement Amount, the following releases of claims will take effect:

4.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, insurers, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, in the Action, or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, including, but not limited to, those arising out of or in connection with their employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiffs execute this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order(s); (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiffs' general release as set forth herein does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that this general release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Named Plaintiffs' Section 1542 Waiver. For purposes of Plaintiffs' general release set forth in Section 4.1, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

4.2. Release by Participating Class Members: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the class claims brought by Plaintiffs in the Operative Complaint, or that could have been brought by Plaintiffs against Defendants in the Operative Complaint and/or Action, during the Class Period. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the California Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint and/or the Action or outside the Class Period.

4.3. Release by PAGA Members: All PAGA Members will release Released Parties from all claims for PAGA penalties that were alleged, reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or Action, during the PAGA Period.

5. MOTION FOR PRELIMINARY APPROVAL.

5.1. Preliminary Approval. Not later than 16 court days before the Preliminary Approval Hearing, Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. No later than seven (7) calendar days before filing the Motion for Preliminary Approval, the Plaintiffs shall provide Defense Counsel with a draft of the Motion for Preliminary Approval for their review and comment. Defendants shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

5.2. PAGA Approval. Named Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the PAGA portion of this Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiffs shall prepare either a Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiffs shall file declarations from Plaintiffs' Counsel and the Named Plaintiffs to support the Settlement. No later than seven (7) calendar days before filing the Motion for Approval of the PAGA Settlement or Stipulation Approving PAGA Settlement, Plaintiffs shall provide Defense Counsel with a draft of the Motion or Stipulation for their review and comment. The Motion for Approval of the PAGA Settlement need not be a separate document from the Motion for Preliminary Approval as described in section 5.1 of this Agreement.

5.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

6. PLAINTIFFS' FILING OF THE OPERATIVE SECOND AMENDED COMPLAINT AND DISMISSAL OF PREVIOUSLY FILED ACTIONS.

6.1. Given that Plaintiff Angelica Pepper filed the Operative Complaint on December 5, 2025, Plaintiffs agree that no later than three business days after their execution of this Agreement, they shall dismiss the following four (4) class and/or representative actions previously filed without prejudice:

6.1.1. *Angelica Pepper v. Ridgecrest SHS Payroll, LLC, et al.*, Superior Court of California, County of Kern, Case No. BCV-24-102891;

6.1.2. *Javier Marin and Maria Elena Pace v. Driftwood Hospitality Management, II, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2023-00055366;

6.1.3. *Javier Marin and* Maria *Elena Pace v. Driftwood Hospitality Management II, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2024-00010262; and

6.1.4. *Matthew Schachno and Ivan Martinez v. 8757 MV Payroll, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2024 00029491 (collectively, the "Prior Actions").

6.2. Plaintiffs affirm that they have not asserted any claims in the Operative Complaint that were not previously asserted in the Prior Actions and which are not being released pursuant to Sections 4.2 and 4.3 of this Agreement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

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

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiffs' Counsel that the list has been received and state the number of Covered Employees, Class Workweeks, and PAGA Pay Periods in the Employee Data.

7.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Covered Employees identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and any Individual PAGA Payment payable to the Covered Employee, and the number of Class Workweeks and PAGA Pay Periods used to calculate these amounts, respectively. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

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

7.4.4. The deadlines for Class Members' written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The

Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defense Counsel or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator email or mail a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Class Response Deadline.

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

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including Paragraph 4.2 (Release by Participating Class Members) of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

7.6. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Class Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks to Defense Counsel and Plaintiffs' Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

7.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Class Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.7.4. PAGA Members are not permitted to object to any of the PAGA components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with its contact information included so that Covered Employees may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls, inquiries, and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Class Response Deadline, the Administrator shall email a list to Plaintiffs' Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Plaintiffs' Counsel and Defense Counsel that tally the numbers of each:

Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiffs' Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATION CLAUSE. Defendants represent, based on their records, that the total number of Class Workweeks worked by Class Members through May 8, 2025, is 38,300. If after receipt of the Class List following the deadline for the Class Members to submit Requests for Exclusion, the total number of workweeks exceeds this total by ten percent (10%) or more (e.g., workweek count x 1.10) for the applicable Class Period, Defendants may elect between the following two options. Option 1: the Gross Settlement Amount shall increase by the same proportionate percentage exceeding ten percent (for example, if the workweeks for the Class Period are determined to be eleven percent (11%) more than 38,300, then the Gross Settlement Amount shall be increased by one (1%). Option 2: Defendants may elect to limit the Class Period and PAGA Period to the date on which the total number of workweeks reaches 42,130 (e.g., ten percent (10%) above the number workweeks referenced in the first sentence of this paragraph).

9. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 638 Covered Employees as of the date of the Parties' mediation on May 8, 2025 covered by this Agreement.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class

Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendants must notify Plaintiffs' Counsel and the Court of their election to withdraw not later than 7 days after the Class Response Deadline.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiffs will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiffs' Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel no later than seven (7) calendar days in advance of filing for Defense Counsel's review. Defendants shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

11.2. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. If this Agreement is enforced, the prevailing party shall be entitled to their reasonable attorneys' fees and costs.

11.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

11.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

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

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve the right to prosecute and/or contest certification of any class for any reason, reserve all available claims and defenses in the Action, among reservation of all other relevant rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. The Named Plaintiffs, Plaintiffs' Counsel, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Named Plaintiffs, Plaintiffs' Counsel, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Plaintiffs' Counsel's communications with Class Members in accordance with Plaintiffs' Counsel's ethical obligations owed to Class Members.

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

13.4. Use and Return of Employee Data. Information provided to Plaintiffs' Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Employee Data provided to Plaintiffs' Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

13.6. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

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

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

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

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

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

13.16. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Larry W. Lee, Esq.
Max A. Gavron, Esq.
Diversity Law Group, P.C.
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder, Esq.
Polaris Law Group
bill@polarislawgroup.com

Edward W. Choi, Esq.
Law Offices of Choi & Associates
edward.choi@choiandassociates.com

Jean-Claude Lapuyade, Esq.
Monnett De La Torre, Esq.
JCL Law Firm, APC
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

Shani O. Zakay, Esq.
Zakay Law Group, APLC
shani@zakaylaw.com

John G. Yslas, Esq.
Diego Aviles, Esq.
Harry Erganyan, Esq.
Mariam Nazaretyan, Esq.
Wilshire Law Firm, PLC
jyslas@lshirelawfirm.com
harry.erganyan@wilshirelawfirm.com
diego.aviles@wilshirelawfirm.com
mariam.nazaretyan@wilshirelawfirm.com

To Defendants:

Jackson Lewis P.C.
Attn: Andrea F. Oxman, Maia Mdinaradze, Marco A. Garcia
JACKSON LEWIS P.C.
725 South Figueroa Street, Ste. 2800
Los Angeles, CA 90017-5408
Andrea.Oxman@jacksonlewis.com; Maia.Mdinaradze@jacksonlewis.com;
Marco.Garcia@jacksonlewis.com

13.1. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil

Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

13.2. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Angelica Pepper

Signed by:
Angelica Pepper
ED9E958C92C740E...

Date: 4/14/2026 ______________________ ______________________
Angelica Pepper

Plaintiff Javier Marin

Date: ______________________ ______________________
Javier Marin

Plaintiff Maria E. Pace

Date: ______________________ ______________________
Maria E. Pace

Plaintiff Matthew Shachno

Date: ______________________ ______________________
Matthew Shachno

Plaintiff Ivan Martinez

Date: ______________________ ______________________
Ivan Martinez

Defendant Driftwood Hospitality Management II, LLC

Date: ______________________ ______________________

Name: ____________________

Title: Authorized Signatory

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Angelica Pepper

Date: ______________________________ ____
Angelica Pepper

Plaintiff Javier Marin

Signed by:

Date: 4/15/2026 ____
C08127875417463...
Javier Marin

Plaintiff Maria E. Pace

DocuSigned by:
Maria Elena Pace

Date: 4/15/2026 ____
2F477673A203408...
Maria E. Pace

Plaintiff Matthew Shachno

Date: ______________________________ ____
Matthew Shachno

Plaintiff Ivan Martinez

Date: ______________________________ ____
Ivan Martinez

Defendant Driftwood Hospitality Management II, LLC

Date: ______________________________ ____

Name: ______________________

Title: Authorized Signatory

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Angelica Pepper

Date: ____________________ ______________________________
Angelica Pepper

Plaintiff Javier Marin

Date: ____________________ ______________________________
Javier Marin

Plaintiff Maria E. Pace

Date: ____________________ ______________________________
Maria E. Pace

Plaintiff Matthew Shachno

Date: ____________________ ______________________________
Matthew Shachno

Plaintiff Ivan Martinez

Date: 04/16/2026 ______________________________
Ivan martinez-ochoa (Apr 16, 2026 13:42:37 PDT)
Ivan Martinez

Defendant Driftwood Hospitality Management II, LLC

Date: ____________________ ______________________________

Name: ____________________

Title: Authorized Signatory

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Angelica Pepper

Date: ______________________ ______________________________

Angelica Pepper

Plaintiff Javier Marin

Date: ______________________ ______________________________

Javier Marin

Plaintiff Maria E. Pace

Date: ______________________ ______________________________

Maria E. Pace

Plaintiff Matthew Shachno

Date: 04/20/2026

Matthew Shachno (Apr 20, 2026 10:57:30 PDT)

Matthew Shachno

Plaintiff Ivan Martinez

Date: ______________________ ______________________________

Ivan Martinez

Defendant Driftwood Hospitality Management II, LLC

Date: ______________________ ______________________________

Name: ___________________

Title: Authorized Signatory

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Angelica Pepper

Date: ____________________ ______________________________
Angelica Pepper

Plaintiff Javier Marin

Date: ____________________ ______________________________
Javier Marin

Plaintiff Maria E. Pace

Date: ____________________ ______________________________
Maria E. Pace

Plaintiff Matthew Shachno

Date: ____________________ ______________________________
Matthew Shachno

Plaintiff Ivan Martinez

Date: ____________________ ______________________________
Ivan Martinez

Defendant Driftwood Hospitality Management II, LLC

Date: 04/20/2026

David Buddemeyer (Apr 20, 2026 21:44:49 EDT)

Name: ____________________

Title: Authorized Signatory

Defendant 8757 MV Payroll, LLC

Date: 04/20/2026

David Buddemeyer (Apr 20, 2026 21:44:49 EDT)

Name: ____________________

Title: Authorized Signatory

Defendant Ridgecrest SHS Payroll, LLC

Date: 04/20/2026

David Buddemeyer (Apr 20, 2026 21:44:49 EDT)

Name: ____________________

Title: Authorized Signatory

Additional Signatures on the Next Page

Approved as to Form:

Wilshire Law Firm

____

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
Counsel for Plaintiff Angelica Pepper

Date: April 14, 2026

Diversity Law Group

____

Larry W. Lee
Max W. Gavron
Counsel for Plaintiffs Javier Marin and Maria Elena Pace

Date: ______________

JCL Law Firm, APC

____

Jean-Claude Lapuyade
Counsel for Plaintiffs Matthew Shyachno and Ivan Martinez

Date: ______________

Jackson Lewis P.C.

____

Andrea F. Oxman
Maia Mdinaradze
Marco A. Garcia
Counsel for Defendants Driftwood Hospitality Management II, LLC
8757 MV Payroll, LLC
Ridgecrest SHS Payroll, LLC

Date: ______________

Approved as to Form:

Wilshire Law Firm

____

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
Counsel for Plaintiff Angelica Pepper

Date: __________________

Diversity Law Group

____

Larry W. Lee
Max W. Gavron
Counsel for Plaintiffs Javier Marin and Maria Elena Pace

Date: __________________

JCL Law Firm, APC

____

Jean-Claude Lapuyade
Counsel for Plaintiffs Matthew Shyachno and Ivan Martinez

Date: April 14, 2026

Jackson Lewis P.C.

____

Andrea F. Oxman
Maia Mdinaradze
Marco A. Garcia
Counsel for Defendants Driftwood Hospitality Management II, LLC
8757 MV Payroll, LLC
Ridgecrest SHS Payroll, LLC

Date: __________________

Approved as to Form:

Wilshire Law Firm

____
John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
Counsel for Plaintiff Angelica Pepper

Date: ___________________

Diversity Law Group

____
Larry W. Lee
Max W. Gavron
Counsel for Plaintiffs Javier Marin and Maria Elena Pace

Date: 4/16/26

JCL Law Firm, APC

____
Jean-Claude Lapuyade
Counsel for Plaintiffs Matthew Shyachno and Ivan Martinez

Date: ___________________

Jackson Lewis P.C.

____
Andrea F. Oxman
Maia Mdinaradze
Marco A. Garcia
Counsel for Defendants Driftwood Hospitality Management II, LLC
8757 MV Payroll, LLC
Ridgecrest SHS Payroll, LLC

Date: ___________________

Approved as to Form:

Wilshire Law Firm

____
John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
Counsel for Plaintiff Angelica Pepper

Date: ____________________

Diversity Law Group

____
Larry W. Lee
Max W. Gavron
Counsel for Plaintiffs Javier Marin and Maria Elena Pace

Date: ____________________

JCL Law Firm, APC

____
Jean-Claude Lapuyade
Counsel for Plaintiffs Matthew Shyachno and Ivan Martinez

Date: ____________________

Jackson Lewis P.C.

Maia Mdinaradze
____
Andrea F. Oxman
Maia Mdinaradze
Marco A. Garcia
Counsel for Defendants Driftwood Hospitality Management II, LLC
8757 MV Payroll, LLC
Ridgecrest SHS Payroll, LLC

Date: 4.22.2026

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Angelica Pepper, et al. v. Driftwood Hospitality Management II, LLC, et al.
Superior Court of the State of California for the County of Kern
Case No. BCV-23-103603

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Driftwood Hospitality Management II, LLC; 8757 MV Payroll, LLC; and/or Ridgecrest SHS Payroll, LLC ("Defendants") for alleged wage and hour violations.

The Action was filed by former employees of Defendants Angelica Pepper, Javier Marin, Maria Elena Pace, Matthew Shachno, and Ivan Martinez ("Class Representatives" or "Plaintiffs") and seek payment of (1) damages for a class of current and former employees employed by Defendants in the State of California as hourly, non-exempt employees during the Class Period of October 26, 2019 to August 6 ("Main Class Members"); (2) damages for all individuals currently or formerly employed by Defendants in California who were paid wages at any time during the Class Period ("Wage Statement Class") and (3) penalties under the California Private Attorney General Act ("PAGA") for all current and former employees employed by Defendants in the State of California as hourly, non-exempt employees during the PAGA Period (December 29, 2022 through August 6, 2025) ("Aggrieved Employees"). Main Class Members and Wage Statement Class Member(s) will be referred to together as "Class Members."

The proposed Settlement has two main parts: (1) a settlement requiring Defendants to fund individual class settlement payments, and (2) a PAGA settlement requiring Defendants to fund individual PAGA settlement payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Defendants' records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of October 26, 2019 through August 6, 2025. Based on this information, your Individual Class Payment is estimated to be **$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Defendants' records reflect you worked **[[Individual Pay Periods]]** Pay Periods during the PAGA Period of December 29, 2022 through August 6, 2025. Based on this information, your individual PAGA settlement payment is estimated to be **$[[Individual PAGA Payment].** The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out. You may not opt out of or object to the PAGA settlement in the lawsuit. (If no amount is stated for your individual PAGA payment, then according to Defendants' records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

The Superior Court of the State of California for the County of Kern (the "Court") has preliminarily approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU DO NOT HAVE TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this settlement ("Released Claims").
YOU CAN OPT-OUT OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT **THE OPT-OUT DEADLINE IS____________**	If you do not want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. Defendants must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT **WRITTEN OBJECTIONS MUST BE SUBMITTED BY** ________	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
YOU CAN PARTICIPATE IN THE ________ FINAL APPROVAL HEARING	The Court's final approval hearing is scheduled to take place on ________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS **WRITTEN CHALLENGES MUST BE SUBMITTED BY** ________	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by ________. See Section Iv of this notice.

I. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employees of at least one of the Defendants. The Class Representatives alleged Defendants violated California labor and employment laws and asserted the following causes of action against Defendants:(1) Failure to Pay Minimum and Straight time Wages (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; (9) Unfair Business Practices; and (10) Civil Penalties Under Cal. Lab. Code § 2699. . Plaintiffs are represented by Wilshire Law Firm, Diversity Law Group, P.C., Polaris Law Group, Law Offices of Choi & Associates, JCL Law Firm, APC, and Zakay Law Group, APLC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settlement the case) rather than continuing the expense and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the action, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that:(1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $1,149,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendants will fund the Gross Settlement not more than 30 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date of Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, the Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

   a. Up to $402,150, representing thirty-five percent (35%) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to $__________ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to $10,000 to each Plaintiff as class representatives award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiffs will receive other than Plaintiffs' individual class payment and any individual PAGA payment.

   c. Up to $8,550.00 to the Administrator for services administering the settlement.

d. Up to $________________ for PAGA penalties allocated 75% to the LWDA and 25% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participant Class Members based on the Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Ten percent (10%) of each individual class payment paid to Main Class Members shall constitute taxable wages ("Wage Portion") and ninety percent (90%) shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Wage Class Members' Individual Class Payments shall not be subject to wage withholding and shall be reported on IRS 1099 Forms. The Administrator will report the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than ________________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the ________________ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class

payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the settlement will be void, Defendants will not pay any money, and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns will be legally barred from asserting any of the claims released under the settlement, as follows:

All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the class claims brought by Plaintiffs in the Operative Complaint, or that could have been brought by Plaintiffs against Defendants in the Operative Complaint and/or Action, during the Class Period. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the California Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint and/or the Action or outside the Class Period.

IV. HOW WILL THE ADMINISTRATOR CALCUALTE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate your individual class payment as follows: (a) the Net Settlement Amount will first be allocated between the (i) participating Main Class Members and (ii) participating Wage Statement Class Members; (b) the portion allocated to participating Main Class Members will be divided by the total number of Class Workweeks worked by all participating Main Class Members during the Class Period, and each participating Main Class Member will receive an amount equal to the result multiplied by their individual Class Workweeks; (c) the portion allocated to

Wage Statement Class Members will be divided equally among all Wage Statement Class Members and each participating Wage Statement Class Member shall receive an amount equal to the result multiplied by their individual Class Workweeks.

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing $_________________ by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Defendants' records, is stated in the first page of this notice. You have until _________________ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise
challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. The single check will combine the individual class payment and the individual PAGA payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Angelica Pepper v. Ridgecrest SHS Payroll, LLC, et al.*, Superior Court of California, County of Kern, Case No. BCV-23-103603 and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by ____________ or it will be invalid. Section IX of the notice has the Administrator's contact information.**

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least ___ days before the __________ final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at __________________ or the Court's website.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is ___________________. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Angelica Pepper v. Ridgecrest SHS Payroll, LLC, et al.*, Superior Court of California, County of Kern, Case No. BCV-23-103603 and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the final approval hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in **Div. H of the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301**. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representatives, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment, or any other settlement documents is to go to the following website [[website]]. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

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mgavron@diversitylaw.com

William L. Marder, Esq.
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jbils@wilshirelawfirm.com
diego.aviles@wilshirelawfirm.com
mariam.nazaretyan@wilshirelawfirm.com

Settlement Administrator:

Apex Class Action Administration
Angelica Pepper, et al. v. Driftwood Hospitality Management II, LLC, et al.
XXXXX
City, State, XXXXX
Email:

X. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed

Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.