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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

VINCENT COREA, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

KHRG ARGYLE LLC, a Delaware limited
liability company; KIMPTON HOTEL &
RESTAURANT GROUP, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20STCV09640

*Assigned for all purposes to: Hon. Kenneth R.
Freeman, Dept. 14*

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: March 10, 2020

Trial Date: Not Set

1 **AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and
3 between Plaintiff, Vincent Corea, individually and on behalf of the Settlement Class and
4 Defendants, KHRG Argyle LLC and Kimpton Hotel & Restaurant Group, LLC.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
7 Action and PAGA Settlement.

8 2. “Actions” collectively refers to the court actions entitled “*Vincent Corea v. KHRG*
9 *Argyle LLC, et al.*”, Los Angeles County Superior Court Case No. 20STCV09640 (the “Class
10 Action”); and “*Vincent Corea, Individually and On Behalf of Other Aggrieved Employees*
11 *Pursuant to The California Private Attorneys General v. KHRG Argyle, LLC, et al.*”, Los
12 Angeles County Superior Case No. 20STCV14301 (the “PAGA Action”). The Parties have
13 agreed that they will file a joint stipulation to consolidate the actions for settlement purposes in
14 conjunction with Plaintiff’s motion for preliminary approval, as set forth in more detail below.

15 3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice, PC.

16 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
17 litigation and resolution of the Actions and their expenses and costs incurred in connection with
18 the Actions, which shall be paid from the Gross Settlement Amount. Class Counsel will request
19 attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*,
20 One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000.00), and the
21 reimbursement of costs and expenses associated with the litigation and settlement of the Actions,
22 not to exceed Forty-Five Thousand Dollars (\$45,000.00), subject to the Court’s approval.
23 Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of
24 costs and expenses in the amount set forth above.

25 5. “Class List” means a complete list of all Class Members that Defendants will
26 diligently and in good faith compile from their records and provide to the Settlement
27 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
28 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include

1 Class Member's: (1) full name; (2) last known home address; (3) last known telephone number;
2 (4) social security number; (5) start and end dates of active employment as a non-exempt
3 employee of Defendants in the State of California; (6) total Workweeks the Class Member worked
4 during the Class Period; (7) total Workweeks the Class Member worked during the PAGA Period,
5 including information regarding the number of workweeks covered by the *Maasrani* settlement
6 for PAGA Members who worked at the Buchanan Hotel; and (8) any other information required
7 by the Settlement Administrator in order to effectuate the terms of the Settlement.

8 6. "Class" or "Class Members" means all current and former hourly-paid, non-
9 exempt employees of Defendants who were employed by Defendants at any time during the Class
10 Period at any of the following California Kimpton-managed hotels: (1) Everly Hotel; (2) La Peer
11 Hotel; (3) Rowan Palm Springs; (4) Palomar Beverly Hills; (5) Palomar San Diego; (6) Sawyer
12 Hotel; (7) Sir Francis Drake; (8) Buchanan Hotel; (9) Goodland Hotel; (10) Canary Hotel; (11)
13 Hotel Wilshire; (12) Shorebreak Resort; and (13) Solamar Hotel.

14 7. "Class Period" means the period from March 10, 2016, to the date of preliminary
15 approval of the settlement by the Court.

16 8. "Class Representative" means Plaintiff, Vincent Corea, in his capacity as
17 representative of the Participating Class Members.

18 9. "Class Representative Enhancement Payment" means the amount that the Court
19 authorizes to be paid to Plaintiff Vincent Corea, in addition to his Individual Settlement Payment,
20 in recognition of the efforts and risks he has taken in assisting with the prosecution of the Actions
21 and in exchange for the General Release of his claims as provided herein.

22 10. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 11. "Defendants" mean KHRG Argyle LLC and Kimpton Hotel & Restaurant Group,
25 LLC.

26 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
27 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
28 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if

1 any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a
2 way that does not alter the terms of the settlement.

3 13. “Final Approval” means the Court entering an order granting final approval of the
4 Settlement Agreement.

5 14. “Gross Settlement Amount” means the sum of Three Million Nine Hundred
6 Thousand Dollars (\$3,900,000.00). The Gross Settlement Amount is non-reversionary – no
7 portion of the Gross Settlement Amount will return to Defendants.

8 15. “Individual Settlement Payment” means the amount payable from the Net
9 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
10 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
11 Payments shall be paid by a Settlement Check made payable to Participating Class Members
12 and/or PAGA Members.

13 16. “Net Settlement Amount” means the funds available for payments to the Class,
14 which shall be the amount remaining after the following amounts are deducted from the Gross
15 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
16 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff Vincent Corea;
17 and (5) the PAGA Payment to the LWDA and PAGA Members.

18 17. “Notice” means the Notice of Class Action Settlement in a form substantially
19 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known
20 addresses and which will provide Class Members with information regarding the Actions and
21 information regarding the settlement of the Actions.

22 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
23 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

24 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
25 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
26 2698, *et seq.*) (“PAGA”). The Parties have agreed that One Hundred Thousand Dollars
27 (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s
28 PAGA Claims. Seventy Five Percent (75%) of this amount (\$75,000.00) will be paid to the

1 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698
2 *et seq.* Twenty Five Percent (25%) of this amount (\$25,000.00), will be distributed to PAGA
3 Members. PAGA Members will receive payment from the employee portion of the PAGA
4 Payment regardless of their decision to participate in the Class Action if the PAGA Payment is
5 approved by the Court.

6 20. “PAGA Period” means the period from February 6, 2019 until the date of
7 preliminary approval of the settlement by the Court.

8 21. “PAGA Members” means all current and former non-exempt employees of
9 Defendants who were employed by Defendants at any time during the PAGA Period at any of the
10 following California Kimpton-managed hotels: (1) Everly Hotel; (2) La Peer Hotel; (3) Rowan
11 Palm Springs; (4) Palomar Beverly Hills; (5) Palomar San Diego; (6) Sawyer Hotel; (7) Sir
12 Francis Drake; (8) Buchanan Hotel; (9) Goodland Hotel; (10) Canary Hotel; (11) Hotel Wilshire;
13 (12) Shorebreak Resort; and (13) Solamar Hotel.

14 22. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
15 either Plaintiff or Defendants, individually.

16 23. “Participating Class Members” means all Class Members who do not submit valid
17 and timely Requests for Exclusion.

18 24. “Plaintiff” means Vincent Corea.

19 25. “Preliminary Approval” means the Court order granting preliminary approval of
20 the Settlement Agreement.

21 26. “Objection” means a Class Member’s valid and timely written objection to the
22 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
23 address, telephone number, last four digits of the employee’s social security number or employee
24 ID number and (b) a written statement of all grounds for the objection accompanied by legal
25 support, if any, for such objection.

26 27. “Released Claims” means any and all claims, rights, demands, liabilities and
27 causes of actions that are alleged in the Consolidated Actions, or reasonably could have been
28 alleged based on the facts and/or claims asserted in the operative Complaint in the Consolidated

1 Actions (the Consolidated Class Action and Representative Action Complaint), including without
2 limitation the following claims: (i) failure to pay all regular wages, minimum wages and overtime
3 wages due, including but not limited to failure to pay wages for alleged off-the-clock work; (ii)
4 failure to provide meal periods or compensation in lieu thereof, including but not limited to failure
5 to pay meal period premiums at the proper rate; (iii) failure to provide rest periods or
6 compensation in lieu thereof, including but not limited to failure to pay rest period premiums at
7 the proper rate; (iv) failure to reimburse necessary business expenses; (v) failure to provide
8 complete, accurate wage statements; (vi) failure to pay wages in a timely manner at time of
9 termination or resignation; (vii) failure to provide timely pay wages during employment
10 (including a claim under the Industrial Welfare Commission Wage Orders or common law,
11 including conversion); (viii) unfair business practices that were or could have been premised on
12 the claims, causes of action, or legal theories of relief described above or any of the claims, causes
13 of action, or legal theories of relief pleaded in the operative Complaint in the Consolidated
14 Actions; and (ix) failure to maintain required payroll records.

15 28. “Released PAGA Claims” mean any and all claims for civil penalties under the
16 California Labor Code Private Attorneys General Act of 2004 that were disclosed and alleged in
17 the notice sent by Plaintiff to the LWDA and were alleged in the operative Complaint in the
18 Consolidated Action, or claims for civil penalties which could have been alleged based on the
19 facts alleged in the notice and Complaint, including all civil penalties under PAGA for violations
20 of the provisions of the applicable IWC Wage Orders and the Labor Code as to all PAGA
21 Members.

22 29. “Released Parties” means Defendants KHRG Argyle LLC and Kimpton Hotel &
23 Restaurant Group, LLC, all related IHG entities including KHRG Goleta LLC, KHRG La Peer
24 LLC, KHRG Employer LLC, KHRG Westwood LLC, KHRG NPC LLC, KHRG Sacramento
25 LLC, KHRG Huntington Beach LLC, Solamar Lodging LLC, KHRG Wilshire LLC, and all
26 owners of the individual hotels including KHP III SF Sutter LLC, XHR Santa Barbara TRS, LLC,
27 Argyle Hotel, LLC, KHP III Goleta, LLC, La Peer Hotel Owner LLC, BSREP III SD Hotel TRS
28 LLC, RHCP Lessee LLC, NPC Hotel, LLC, SG Downtown LLC, DiamondRock HB Tenant,

1 LLC, Huskies Lessee LLC, Souldriner Lessee, LP, and LA OSM Wilshire LLC , and all of their
2 respective past, present and/or future, direct and/or indirect, officers, directors, members,
3 managers, employees, agents, representatives, attorneys, insurers, partners, investors,
4 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
5 successors, assigns, and joint venturers.

6 30. “Request for Exclusion” means a valid and timely written statement submitted by
7 a Class Member requesting to be excluded from the Actions and the Settlement. To be effective,
8 the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number,
9 and the last four digits of the Class Member’s Social Security number and/or the Employee ID
10 number and (b) a clear statement requesting to be excluded from the settlement of the class claims
11 similar to the following: “I wish to exclude myself from the class settlement reached in the matter
12 of *Corea v. Kimpton Hotel & Restaurant Group, LLC and KHRG Argyle LLC*. I understand that
13 by excluding myself, I will not receive money from the settlement of my individual claims.” To
14 be effective, the Request for Exclusion must be post-marked by the Response Deadline and
15 received by the Settlement Administrator. The Request for Exclusion shall not be effective as to
16 the release of claims arising under the Private Attorneys General Act.

17 31. “Response Deadline” means the date sixty (60) days after the Settlement
18 Administrator mails Notice to Class Members and the last date on which Class Members may
19 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
20 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
21 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
22 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
23 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
24 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
25 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
26 express agreement between Class Counsel and Defendants. Under no circumstances, however,
27 will the Settlement Administrator have the authority to unilaterally extend the deadline for Class
28 Members to submit a Request for Exclusion or objection to the settlement.

1 Los Angeles Superior Court – Spring Street.

2 37. Settlement Consideration: Defendants shall fund the Gross Settlement Amount
3 and all applicable employer-side payroll taxes on the wages portion of the settlement following
4 Final Approval by the Court and the occurrence of the Effective Date. The following will be paid
5 out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class
6 Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and
7 the Settlement Administration Costs, as specified in this Agreement. Except for any employer-
8 side taxes due on the Individual Settlement Payments, or as a result of an increase in the number
9 of workweeks worked by the Class Members during the Class Period as set forth below,
10 Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross
11 Settlement Amount is non-reversionary – no portion of the Gross Settlement Amount will revert
12 to Defendants.

13 38. Potential Increase to the Gross Settlement Amount: Defendants estimated that the
14 Class Members worked approximately 225,141 Workweeks from the start of the Class Period
15 through December 1, 2020, and that there were approximately 3,432 Class Members as of that
16 date. The Parties have extrapolated through the end of the Class Period and estimate that Class
17 Members worked roughly 314,895 Workweeks during the Class Period. Should the actual number
18 of Workweeks worked during the Class Period increase by more than ten percent (10%) above
19 314,895 (*i.e.* by more than 31,489 Workweeks, to above 346,384 Workweeks) Defendants shall
20 increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the
21 number of Workweeks worked by the Class Members above 10%. For example, if the number of
22 Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%.

23 39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
24 the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and
25 all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be
26 established by the Settlement Administrator. Defendants shall provide all information necessary
27 for the Settlement Administrator to calculate necessary payroll taxes including its official name,
28 8-digit state unemployment insurance tax ID number, and other information requested by the

1 Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

2 40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
3 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
4 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
5 Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's
6 Fees and Costs; and (e) Settlement Administration Costs.

7 41. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
8 motion by Class Counsel for attorneys' fees of not more than One Million Three Hundred Sixty-
9 Five Thousand Dollars (\$1,365,000.00), plus the reimbursement of costs and expenses associated
10 with the litigation and settlement of the Actions, in an amount not to exceed Forty-Five Thousand
11 Dollars (\$45,000.00), both of which will be paid from the Gross Settlement Amount. Any portion
12 of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the
13 Net Settlement Amount and distributed to Participating Class Members as provided in this
14 Agreement.

15 42. Class Representative Enhancement Payment: Defendants agree not to oppose or
16 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
17 of Ten Thousand Dollars (\$10,000.00) for Plaintiff Vincent Corea. The Class Representative
18 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims
19 and for his time, effort, and risk in bringing and prosecuting the Actions. Any portion of the
20 requested Class Representative Enhancement Payment that is not awarded to the Class
21 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating
22 Class Members as provided in this Agreement.

23 43. Settlement Administration Costs: The Settlement Administrator will be paid for
24 the reasonable costs of administration of the Settlement and distribution of payments from the
25 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
26 shall not exceed Thirty-Five Thousand Dollars (\$35,000.00).

27 44. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated
28 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA.

1 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or
2 Seventy-Five Thousand Dollars (\$75,000.00), to the California Labor and Workforce
3 Development Agency (“LWDA”). Twenty-Five Thousand Dollars (\$25,000.00) will be
4 distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks
5 worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their
6 portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

7 45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
8 will be used to satisfy the class portion of Participating Class Members Individual Settlement
9 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
10 is as follows:

11	Gross Settlement Amount	\$	3,900,000.00
12	Enhancement Payment:	\$	10,000.00
13	Class Counsel’s Fees:	\$	1,365,000.00
14	Class Counsel’s Costs:	\$	45,000.00
15	PAGA Payment	\$	100,000.00
16	Settlement Administration Costs:	\$	35,000.00
17	Estimated Net Settlement Amount	\$	2,345,000.00

18 46. Individual Settlement Payment Calculations: Individual Settlement Payments will
19 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated
20 for PAGA Members shall be paid pursuant to the formula set forth herein:

21 a) Calculation of Class Portion of Individual Settlement Payments:

22 The Settlement Administrator will calculate the total Workweeks for all Participating Class
23 Members by adding together the number of Workweeks worked by each Participating Class
24 Member during the Class Period. The respective Workweeks for each Participating Class
25 Member will be divided by the total Workweeks for all Participating Class Members, resulting in
26 the Payment Ratio for each Participating Class Member. Each Participating Class Member’s
27 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement
28

1 Class Member's estimated share of the Net Settlement Amount.

2 b) Calculation of PAGA Portion of Individual Settlement Payments:

3 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by
4 adding together the number of Workweeks worked by each PAGA Member during the PAGA
5 Period. The respective Workweeks for each PAGA Member will be divided by the total
6 Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member.
7 Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the
8 PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment.
9 PAGA Members shall receive this portion of their Individual Settlement Payment regardless of
10 whether they opt out of the participation regarding the class claims. For PAGA Members who
11 worked at the Buchanan Hotel at any time between Feb. 8, 2019 and March 1, 2019 and were part
12 of the PAGA settlement in *Maasrani v. KHRG Sutter Union, LLC*, San Francisco Superior Court,
13 Case No. CGC-18-564896, any work weeks those PAGA Members worked that were covered by
14 the *Maasrani* settlement will have a weighted value of 0.7 work week.
15

16 c) Allocation of Individual Settlement Payments: All Individual

17 Settlement Payments will be allocated as follows: ten percent (10%) of each Individual Settlement
18 Payment will be allocated as wages, forty-five percent (45%) shall be allocated as interest, and
19 forty-five percent (45%) shall be allocated as penalties. The portion of the Individual Settlement
20 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-
21 2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
22 Administrator.

23 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant
25 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
26 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
27 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
28 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not

1 affect any rights, contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 48. Settlement Administration Process: The Parties agree to cooperate in the
4 administration of the Settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
6 will provide the following services:

- 7 a) Establish and maintain a Qualified Settlement Fund.
- 8 b) Calculate the Individual Settlement Payment each Participating Class
9 Member is eligible to receive and the portion of the PAGA Payment each
10 PAGA Member shall receive.
- 11 c) Translate the Notice from English to Spanish and Mandarin.
- 12 d) Print and mail the Notice in English, Spanish and Mandarin.
- 13 e) Conduct additional address searches for mailed Notices that are returned
14 as undeliverable.
- 15 f) Process Requests for Exclusion, field inquiries from Class Members.
- 16 g) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax
17 Forms and any other filings required by any governmental taxing authority.
- 18 h) Provide declarations and/or other information to this Court as requested by
19 the Parties and/or the Court.
- 20 i) Provide weekly status reports to counsel for the Parties.
- 21 j) Posting a notice of final judgment online at Settlement Administrator's
22 website.

23 49. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
24 Approval, Defendants will provide the Class List to the Settlement Administrator. This is a
25 material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to
26 void the Agreement.

27 50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
28 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class

1 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
2 identified in the Class List.

3 51. Confirmation of Contact Information in the Class List: Prior to mailing, the
4 Settlement Administrator will perform a search based on the National Change of Address
5 Database for information to update and correct for any known or identifiable address changes.
6 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
7 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
8 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
9 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
10 determine the correct address using a skip-trace, or other search using the name, address and/or
11 Social Security number of the Class Member involved and will then perform a single re-mailing.
12 If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
13 to a current employee, then Defendants shall make all reasonable efforts to obtain the current
14 address from the Class Member and provide the same within seven (7) calendar days of notice
15 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
16 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
17 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection
18 to the Settlement.

19 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
20 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
21 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
22 for Defendants during the Settlement Class Period; (e) each Class Member's estimated Individual
23 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
24 which comprise the Class Period; (g) the deadlines by which the Class Member must postmark
25 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to
26 be released, as set forth herein; and (j) the date for the final approval hearing.

27 53. Disputed Information on Notice: Class Members will have an opportunity to
28 dispute the information provided in their Notice. To the extent Class Members dispute the number

1 of Workweeks with which they have been credited or the amount of their Individual Settlement
2 Payment, Class Members may produce evidence to the Settlement Administrator in support of a
3 claim that such Workweeks information is inaccurate. Absent clear evidence rebutting
4 Defendants' records, Defendants' records will be presumed determinative. However, if a Class
5 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate
6 the evidence submitted by the Class Member and the Parties will make the final decision as to the
7 number of eligible Workweeks that should be applied and/or the Individual Settlement Payment
8 to which the Class Member may be entitled. If the Parties do not agree, the dispute will be
9 submitted to the Court.

10 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
11 to the requirements listed herein, that Class Member will be given an opportunity to cure the
12 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
13 business days of receiving the defective submission to advise the Class Member that his or her
14 submission is defective and that the defect must be cured to render the Request for Exclusion
15 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
16 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
17 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
18 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
19 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
20 untimely.

21 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
22 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
23 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
24 address, telephone number, and the last four digits of the Class Member's Social Security number
25 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
26 settlement of the class claims similar to the following: "I wish to exclude myself from the class
27 settlement reached in the matter of *Corea v. Kimpton Hotel & Restaurant Group, LLC, KHRG Argyle*
28 *LLC*. I understand that by excluding myself, I will not receive money from the settlement of my

1 individual claims.” The date of the postmark on the return mailing envelope receipt confirmation
2 will be the exclusive means to determine whether a Request for Exclusion has been timely
3 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
4 will certify jointly to Class Counsel and Defendants’ Counsel the Requests for Exclusion that
5 were timely submitted. All Class Members who do not request exclusion from the Action will be
6 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
7 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
8 the Private Attorneys General Act.

9 56. Defendants’ Right to Rescind: If ten percent (10%) or more of the Class Members
10 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
11 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
12 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
13 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar
14 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants
15 exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement
16 Administration Costs incurred to the date of rescission.

17 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class
18 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
19 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
20 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
21 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
22 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
23 to the Counsel for both Plaintiff and Defendants and noted in the proposed Judgment submitted
24 to the Court.

25 58. Objection Procedures: To object to the Settlement, a Participating Class Member
26 must postmark a valid Objection to the Settlement Administrator on or before the Response
27 Deadline. The Objection must be signed by the Participating Class Member and contain all
28 information required by this Settlement Agreement including the employee’s full name, address,

1 telephone number, the last four digits of their social security number and/or Employee ID number,
2 and the specific reason including any legal grounds for the Participating Class Member's
3 objection. The postmark date will be deemed the exclusive means for determining that the Notice
4 of Objection is timely. Participating Class Members who fail to object in the manner specified
5 above will be foreclosed from making a written objection, but shall still have a right to appear at
6 the Final Approval Hearing in order to have their objections heard by the Court. At no time will
7 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
8 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
9 Class Counsel will not represent any Class Members with respect to any objections to this
10 Settlement.

11 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
12 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
13 which certifies: (a) the number of Class Members who have submitted valid Requests for
14 Exclusion or objections to the Settlement; (b) the number of Notices returned and re-mailed; and
15 (c) whether any Class Member has submitted a challenge to any information contained in the
16 Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any
17 updated reports regarding the administration of the Settlement Agreement as needed or requested.

18 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
19 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
20 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
21 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject
22 to Court approval, shall be distributed to the Controller of the State of California to be held
23 pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
24 those Participating Class Members and PAGA Members who did not cash their checks until such
25 time that they claim their property. The Parties agree that this disposition results in no "unpaid
26 residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
27 be paid out to Participating Class Members and PAGA Members, whether or not they all cash
28 their Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to

1 pay any interest on such amounts. The Individual Settlement Payments provided to Participating
2 Class Members and to PAGA Members shall prominently state the expiration date or a statement
3 that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
4 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
5 Individual Settlement Payments will not be reissued, except for good cause and as mutually
6 agreed by the Parties in writing. The parties agree no unclaimed funds will result from the
7 Settlement.

8 61. Administration of Taxes by the Settlement Administrator: The Settlement
9 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
10 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
11 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
12 all payroll taxes and penalties to the appropriate government authorities.

13 62. Tax Liability: Defendants make no representation as to the tax treatment or legal
14 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
15 not relying on any statement, representation, or calculation by Defendants or by the Settlement
16 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
17 they will be solely responsible for the payment of any taxes and penalties assessed on the
18 payments described herein. Defendants' share of any employer-side payroll taxes and other
19 required employer withholdings due on the Individual Settlement Payments, including, but not
20 limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the
21 Gross Settlement Amount.

22 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
23 section, the "acknowledging party" and each Party to this Agreement other than the
24 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
25 Agreement, and no written communication or disclosure between or among the Parties or their
26 attorneys and other advisers, is or was intended to be, nor shall any such communication or
27 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
28 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging

1 party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for
2 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
3 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
4 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
5 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
6 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
7 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
8 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
9 tax structure of any transaction, including any transaction contemplated by this Agreement.

10 64. No Prior Assignments: The Parties and their counsel represent, covenant, and
11 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
12 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
13 action, cause of action or right herein released and discharged.

14 65. Release by Participating Class Members: Upon the complete funding of the Gross
15 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
16 Class Members shall fully release and discharge the Released Parties from any and all Released
17 Claims for the Class Period.

18 66. Release of PAGA Claims: Upon the complete funding of the Gross Settlement
19 Amount by Defendants, Plaintiff, the LWDA, and the State of California fully release and
20 discharge the Released Parties from any and all Released PAGA Claims for the PAGA Period.
21 The fact that a PAGA Member has decided not to participate in the Class Settlement shall not
22 affect the Release of PAGA claims arising under PAGA. A copy of this Agreement will be
23 provided to the LWDA concurrently with submission of the Preliminary Approval Motion.

24 67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
25 Settlement Amount, Plaintiff Vincent Corea agrees—on behalf of himself only—to the additional
26 following General Release: In consideration of Defendants' promises and agreements as set forth
27 herein, Plaintiff hereby fully releases the Released Parties from any and all Released Claims and
28 also generally releases and discharges the Released Parties from any and all claims, demands,

1 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
2 asserted against the Released Parties arising out of or relating to his employment by Defendants
3 or termination thereof, including but not limited to claims for wages, restitution, penalties,
4 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
5 release specifically includes any and all claims, demands, obligations and/or causes of action for
6 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
7 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
8 whether or not known or suspected to exist, and whether or not specifically or particularly
9 described herein. Specifically, Plaintiff Vincent Corea, waives all rights and benefits afforded by
10 California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
13 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
15 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims for unemployment insurance, disability, social
17 security, and workers compensation (with the exception of claims arising pursuant to California
18 Labor Code Sections 132(a) and 4553)

19 68. Neutral Employment Reference: Defendants agree that they will follow their
20 standard neutral reporting policy in response to any future employment references related to
21 Plaintiff. In the event that any potential or future employers of Plaintiff request a reference
22 regarding Defendants' employment of Plaintiff Vincent Corea, Defendants shall only provide
23 Plaintiff's dates of employment and job titles during employment. Defendants shall not refer to
24 the Actions or this Settlement.

25 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
26 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
27 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
28 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any

1 documents generated to bring it into effect, will be null and void, all amounts deposited into the
2 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
3 positions. Any order or judgment entered by the Court in furtherance of this Settlement
4 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
5 this Settlement for any reason, the Parties agree that they will return to and attend mediation with
6 a mutually agreed upon Mediator in an effort to reach a settlement that may be approved by the
7 Court.

8 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
9 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
10 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
11 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
12 a Final Approval/Settlement Fairness Hearing. Class Counsel will be responsible for drafting all
13 documents necessary to obtain preliminary approval of the Settlement and will provide these
14 papers to Defendants' counsel three (3) business days in advance of such filing. Defendants may
15 review and suggest revisions to Plaintiff's Motion for Preliminary Approval, which Plaintiff will
16 consider. The Preliminary Approval Order will provide for the Notice to be sent to all Class
17 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
18 submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed
19 Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiff's motion for
20 Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement
21 as to the Actions will result in this Settlement Agreement entered into by the Parties, and all
22 obligations under this Settlement Agreement being nullified and voided.

23 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
24 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and
25 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
26 determine the Final Approval of the Settlement Agreement along with the amounts properly
27 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
28 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class

1 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class
2 Counsel will be responsible for drafting all documents necessary to obtain final approval of the
3 Settlement and will provide these papers to Defendants' counsel three (3) business days in
4 advance of such filing. Defendants may review and suggest revisions to Plaintiff's Motion for
5 Final Approval, which Plaintiff will consider. Any failure by the Court to fully and completely
6 approve the Settlement Agreement as to all of the Actions, or the entry of any Order by another
7 Court with regard to any of the Actions which has the effect of modifying material terms of this
8 Agreement or preventing the full and complete approval of the Settlement Agreement as written
9 and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement
10 being null and void. Defendants agree they shall not oppose the granting of the Motion for Final
11 Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of
12 this Agreement.

13 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
14 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
15 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
16 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
17 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
18 may be appropriate under court rules or as set forth in this Settlement.

19 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
20 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
21 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

22 74. Entire Agreement: This Settlement Agreement and any attached Exhibits
23 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
24 or oral agreements may be deemed binding on the Parties.

25 75. Amendment or Modification: Subject to the Court's approval, this Settlement
26 Agreement may be amended or modified only by a written instrument signed by counsel for all
27 Parties or their successors-in-interest.

28 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant

1 and represent they are expressly authorized by the Parties whom they represent to negotiate this
2 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
3 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
4 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
5 counsel will cooperate with each other and use their best efforts to affect the implementation of
6 the Settlement. If the Parties are unable to reach agreement on the form or content of any
7 document needed to implement the Settlement, or on any supplemental provisions that may
8 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
9 of the Court to resolve such disagreement.

10 77. Binding on Successors and Assigns: This Settlement Agreement will be binding
11 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
12 defined.

13 78. California Law Governs: All terms of this Settlement Agreement and Exhibits
14 hereto will be governed by and interpreted according to the laws of the State of California.

15 79. Execution and Counterparts: This Settlement Agreement is subject only to the
16 execution of all Parties. However, the Settlement Agreement may be executed in one or more
17 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
18 of the signature page, will be deemed to be one and the same instrument provided that counsel
19 for the Parties will exchange among themselves original signed counterparts.

20 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
21 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
22 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
23 litigation, taking into account all relevant factors, present and potential. The Parties further
24 acknowledge that they are each represented by competent counsel and that they have had an
25 opportunity to consult with their counsel regarding the fairness and reasonableness of this
26 Settlement.

27 81. Invalidity of Any Provision: Before declaring any provision of this Agreement
28 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible

1 consistent with applicable precedents so as to define all provisions of this Agreement valid and
2 enforceable.

3 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
4 class certification and representative treatment for purposes of this Settlement only; except,
5 however, that either party may appeal any court order that materially alters the Settlement
6 Agreement's terms.

7 83. Class Action Certification and Representative Treatment for Settlement Purposes
8 Only: The Parties agree to stipulate to class action certification and representative treatment only
9 for purposes of the Settlement. Defendants contend that the facts do not justify class certification
10 or representative treatment under the governing legal standards. If, for any reason, the Settlement
11 is not approved, the stipulation to certification and representative treatment will be void. The
12 Parties further agree that certification for purposes of the Settlement is not an admission that class
13 action certification or representative treatment is proper under the standards applied to contested
14 certification or other motions and that this Agreement will not be admissible in this or any other
15 proceeding as evidence that either: (a) a class action should be certified; (b) representative
16 treatment is appropriate; or (c) Defendants are liable to Plaintiff or any Class Member, other than
17 according to the Settlement's terms.

18 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
19 dispute that has arisen between them and to avoid the burden, expense and risk of continued
20 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny any
21 liability or wrongdoing of any kind associated with the claims asserted by Plaintiff or the
22 Settlement Class Members, deny that they have violated any federal, state, or local law; violated
23 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
24 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
25 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
26 their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the
27 negotiations connected with it, shall be construed as an admission or concession by Defendants
28 of any such violations or failures to comply with any applicable law. Except as necessary in a

1 proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
2 shall not be offered or received as evidence in any action or proceeding to establish any liability
3 or admission on the part of Defendants or to establish the existence of any condition constituting
4 a violation of, or a non-compliance with, federal, state, local or other applicable law.

5 85. Captions: The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
7 provisions of this Agreement.

8 86. Waiver: No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
10 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
11 right or remedy.

12 87. Enforcement Action: In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
15 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
16 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
19 strictly against one Party than another merely by virtue of the fact that it may have been prepared
20 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
21 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

22 89. Representation By Counsel: The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
24 and that this Agreement has been executed with the consent and advice of counsel and reviewed
25 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
26 Agreement.

27 90. All Terms Subject to Final Court Approval: All amounts and procedures described
28 in this Settlement Agreement herein will be subject to final Court approval.

1 91. Cooperation and Execution of Necessary Documents: The Parties agree to
2 cooperate to promote participation in the Settlement, and in seeking court approval of the
3 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
4 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
5 settlement agreement waivers, *Pick Up Stix* agreements or arbitration agreements from any Class
6 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
7 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
8 released via this Agreement during the Settlement approval process prior to the funding of the
9 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
10 approved by the Court.

11 92. Publicity: The Parties agree that they have not and will not issue any press,
12 publications, or other media releases about the Settlement – including, but not necessarily limited
13 to advertising or marketing materials or on social media – or have any communication with the
14 press or media or anyone else regarding the Settlement. This provision shall not prohibit Class
15 Counsel from communicating with Class Members after preliminary approval is granted for the
16 sole purpose of administering the Settlement. This provision also shall not limit Class Counsel
17 from complying with ethical obligations or from posting court-filed documents on their website
18 for viewing by Class Members. Plaintiff and Class Counsel will agree not to respond to any media
19 inquiries except to refer reporters to the papers filed with the Court.

20 93. Binding Agreement: The Parties warrant that they understand and have full
21 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
22 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
24 provisions that otherwise might apply under federal or state law.

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Dated: 7/22/2022

PLAINTIFF

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Vincent Corea

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
Heather Davis
Attorneys for Plaintiff

Dated: _____

LAWYERS *for* JUSTICE, PC

By: _____
Edwin Aiwazian
Attorneys for Plaintiff

Dated: _____

DEFENDANT

KHRG Argyle LLC

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT

KIMPTON HOTEL & RESTAURANT GROUP, LLC

By: _____
Name: _____
Title: _____

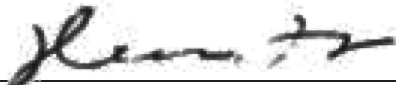
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4 Vincent Corea


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6 Dated: July 22, 2022
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PROTECTION LAW GROUP, LLP

8 By: 
9 Heather Davis
10 Attorneys for Plaintiff

11
12 Dated: July 22, 2022
13

LAWYERS for JUSTICE, PC

14 By: 
15 Edwin Aiwazian
16 Attorneys for Plaintiff

17 Dated: _____
18

DEFENDANT

KHRG Argyle LLC

19 By: _____
20

21 Name: _____

22 Title: _____

23 Dated: _____
24

DEFENDANT

**KIMPTON HOTEL & RESTAURANT GROUP,
25 LLC**

26 By: _____

27 Name: _____

28 Title: _____

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PLAINTIFF

By: _____
Vincent Corea

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
Heather Davis
Attorneys for Plaintiff

Dated: _____

LAWYERS *for* JUSTICE, PC

By: _____
Edwin Aiwazian
Attorneys for Plaintiff

Dated: 7/22/22

DEFENDANT

KHRG Argyle LLC

By: *M DeFrino*

Name: Mike DeFrino

Title: CEO, Kimpton Hotels and Restaurants

Dated: 7/22/22

DEFENDANT

KIMPTON HOTEL & RESTAURANT GROUP, LLC

By: *M DeFrino*

Name: Mike DeFrino

Title: CEO, Kimpton Hotels and Restaurants

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Dated: July 22, 2022

SEYFARTH SHAW LLP

By: 

Michael J. Burns
Eric E. Hill
Attorneys for Defendants