

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

**JANE DOE, JOHN DOE #1, and JOHN  
DOE #2, individually and on behalf of all  
others similarly situated,**

**Plaintiffs,**

**v.**

**MASTERCORP INC.,**

**Defendant.**

Case No.: 1:24-cv-678

**NOTICE OF AMENDMENTS TO SETTLEMENT AGREEMENT**

Please take notice that the Parties have made non-material edits to the Settlement Agreement to conform the Class Period and reflect that the approximately 205 Colombian Workers were employed across twelve states, rather than ten. The Amended Settlement Agreement is attached hereto as Exhibit A. To reflect this development, Plaintiffs filed an Amended Complaint (ECF No. 12) to add state-law statutory claims for those two states, North Carolina and Tennessee.

Dated: May 13, 2024

Respectfully submitted,

Jane Doe, John Doe #1, and John Doe #2 on  
behalf of themselves and all others similarly  
situated,

By their attorneys,

/s/ Mark Hanna

Mark Hanna (45442)

Nicolas Mendoza (*pro hac vice* forthcoming)

Nicole Rubin (*pro hac vice* forthcoming)

Murphy Anderson PLLC

1401 K St. NW, Suite 300

Washington, DC 20005

Phone: (202) 223-2620

[mhanna@murphypllc.com](mailto:mhanna@murphypllc.com)

[nmendoza@murphypllc.com](mailto:nmendoza@murphypllc.com)

[nrubin@murphypllc.com](mailto:nrubin@murphypllc.com)

Rachel Geman (*pro hac vice* forthcoming)

Wesley Dozier (*pro hac vice* forthcoming)

Lieff, Cabraser, Heimann & Bernstein, LLP

250 Hudson St., 8th Floor

New York, NY 10013

Phone: (212) 355-9500

[rgeman@lchb.com](mailto:rgeman@lchb.com)

[wdozier@lchb.com](mailto:wdozier@lchb.com)

*Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 13, 2024, this document was filed via CM/ECF, which constitutes service on all counsel of record.

Dated: May 13, 2024

/s/ Mark Hanna  
Mark Hanna

**AMENDED CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “**Agreement**”) is made and entered into by and between Plaintiffs Jane Doe, John Doe 1 and John Doe 2 (collectively “**Plaintiffs**”), on behalf of themselves and all putative class members proposed in this Agreement, on the one hand, and MasterCorp., Inc. (“**MasterCorp**” Or “**Defendant**”), on the other.

WHEREAS, Plaintiffs plan to file a putative class action complaint against MasterCorp in the United States District Court for the Eastern District of Virginia, [Alexandria Division] (the “**Action**”);

WHEREAS, the Action asserts claims on behalf of a putative class of workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete, LLC (“Perennial Pete’s”) or one of its affiliated entities or companies, and who provided housekeeping services at resorts where MasterCorp was responsible for housekeeping, alleging MasterCorp subjected members of the putative class to wrongful labor and immigration-related wrongful conduct in violation of 18 U.S. Code sections 1581 et seq. (“TVPPRA”), and failed to pay the workers all compensation due to them in violation of 29 U.S. Code sections 201 et seq. (“FLSA”), and the wage and hour laws of various states, engaged in discrimination on the basis of national origin in violation of federal and state anti-discrimination statutes, and committed common law fraud and negligence;

WHEREAS, the predominant claims in the Action for which Plaintiffs are seeking relief on an individual and class basis are their claims asserting violations of TVPPRA, discrimination on the basis of national origin, and their common law claims;

WHEREAS, on October 23 and 24, 2023, Plaintiffs and MasterCorp (collectively the “**Parties**”) participated in a two-day mediation before the Honorable Gerald Bruce Lee (Ret.), a former federal district court judge and, now a professional mediator. Although the Parties did not reach an agreement at the mediation, they reached a provisional resolution on October 25 based on the Parties’ then-understanding and belief about Class size. Subsequent to that, the Parties engaged in substantial arms-length negotiations and discovery through April 10, 2024 to confirm the Class size, which resulted in the Parties reaching an agreement to resolve all disputes between them, including the claims asserted in the proposed complaint in the Action;

WHEREAS, MasterCorp denies it has committed any wrongdoing or violated any state or federal law pertaining to forced labor or immigration-related wrongful conduct, payment of wages, hours of work, or earnings in any form, or discrimination on the basis of national origin, and is vigorously defending the claims asserted by Plaintiffs;

WHEREAS, to avoid the expense and burden of further litigation, the Parties now desire to resolve any and all claims alleging wrongful labor, immigration-related wrongful conduct in violation of TVPPRA or otherwise, or any other conduct that would constitute a violation of TVPPRA, wage and hour-related claims, state or federal, claims of discrimination on the basis of national origin under federal and state laws, and common law claims that were or could have been asserted by Plaintiffs on behalf of anyone who was a Colombian National or of Colombian origin who was paid by Perennial Pete’s or one of its affiliated entities or companies, and provided

housekeeping services at resorts where MasterCorp was responsible for housekeeping in the States of Arizona, California, Colorado, Florida, Michigan, Missouri, Nevada, North Carolina, South Carolina, Tennessee, Virginia, and Wisconsin, at any point from in or about March 19, 2021 through the date of preliminary approval of this class settlement;

WHEREAS, MasterCorp does not have complete employment records relating to the employment of the members of the proposed class and has the informed understanding that Perennial Pete's, which maintained certain records, also claims it does not have complete employment records for them;

WHEREAS, for purposes of settlement, MasterCorp, having done due diligence regarding the size of the proposed class, represents that after extensive analysis its best estimate is that there are approximately 205 individuals who have or could have asserted the claims identified in the preceding paragraphs;

WHEREAS, Plaintiffs' counsel has reviewed MasterCorp records (the "Class List") and done their own due diligence to confirm MasterCorp's estimate of the size of the proposed class;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.**

In addition to various terms defined elsewhere, the terms listed in this Section shall have the meanings ascribed to them for purposes of this Agreement:

1.1 **Attorneys' Fees and Litigation Costs** means all fees and costs incurred in connection with Plaintiffs' prosecution and settlement of the Action, including attorneys' fees (of any firm or attorney), court expenses, and costs related to the investigation and preparation to file the Action, and any and all other costs and expenses incurred in any way in connection with the prosecution or settlement of Plaintiffs' claims against MasterCorp.

1.2 **Claim Deadline** means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class and Collective Member for payment under this settlement must be postmarked or, if submitted electronically via the Settlement Website, the date actually submitted, which shall be no later than seventy-five (75) days after the start of notice.

1.3 **Claim Form** means the form attached to the Class Notice (and available on the settlement website), to be agreed upon by Plaintiffs' Counsel and Defendants' Counsel, after consultation with the Settlement Administrator, that requests Settlement Class and Collective Members to indicate whether they wish to participate in the settlement.

1.4 **Class Counsel** means Rachel Geman  
Lieff, Cabraser, Heimann & Bernstein, LLP,

250 Hudson Street, 8th Floor  
New York, NY 10013, and

Mark Hanna  
Murphy Anderson PLLC,  
1401 K St. NW, Suite 300  
Washington, DC 20005

- 1.5 **Class Notice** means the notice(s) of the Parties' proposed settlement to be agreed upon by Class Counsel and Defendants' Counsel, in consultation with the Settlement Administrator.
- 1.6 **Class Representative Plaintiffs or Named Plaintiffs** means Jane Doe, John Doe 1 and John Doe 2.
- 1.7 **Defendant's Counsel or MasterCorp's Counsel** means Greenberg Traurig LLP. For purposes of providing any notices required under this Agreement, Defendant's Counsel shall refer to David Barger, Greenberg Traurig, LLP, 1750 Tysons Blvd., Suite 1000 McLean, VA 22102 and Johnine Barnes, Greenberg Traurig, LLP, 2101 L Street, Suite 1000, Washington, DC 20037.
- 1.8 **Final Approval Order** means the order entered by the United States District Court for the Eastern District of Virginia that finally and unconditionally approves of the settlement, grants certification of the Settlement Classes for settlement purposes only, authorizes payment to Plaintiffs, Participating Settlement Class and Collective Members, the Settlement Administrator, and Class Counsel, as provided for in this Agreement, fully and finally extinguishes the Released Claims as set forth herein, and dismisses the Action in its entirety with prejudice and without costs (except as otherwise provided herein), with the Court retaining jurisdiction over the Action for purposes of ensuring compliance with the terms of this Agreement and any order of the Court issued in connection therewith.
- 1.9 **Net Settlement Amount** means the Total Settlement Amount less Attorneys' Fees and Litigation Costs, Service Awards, Settlement Administration Costs, and any amounts payable pursuant to this Agreement as employee-side payroll taxes (which are paid out of the QSF).
- 1.10 **Notice Period** means the period beginning three weeks (21) days after entry of the Preliminary Approval Order and ending thirty days (30) days thereafter (i.e., 52 days after preliminary approval).
- 1.11 **Participating Settlement Class and Collective Member** means any Settlement Class and Collective Member who elects to participate in the Consolidated Class and Collective Action Settlement by submitting a timely and valid Claim Form.
- 1.12 **Plan of Allocation** means the plan set forth in section 4.7 below to allocate Settlement Payments to the Settlement Class and Collective Members.



- 1.13 **Preliminary Approval Order** means an order entered by the United States District Court for the Eastern District of Virginia stating that the Court likely will be able to certify the Settlement Class at Final Approval, provisionally certifying the Settlement Collective, appointing Jane Doe and John Does 1 and 2 as Interim Class and Collective Representatives, preliminarily approving of the proposed Settlement Agreement between the Parties, approving of the proposed form and manner of notice to the proposed Settlement Class and Collective, appointing Mark Hanna and Rachel Geman as Interim Co-Lead Counsel for the proposed Class and Collective, and approving of Plaintiffs' proposed schedule leading up to and including the Fairness Hearing.
- 1.14 **Qualified Settlement Fund or QSF** means a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, set up by the Settlement Administrator for administration of the Class and Collective Settlement.
- 1.15 **Released Claims** means those claims released by all Settlement Class and Collective Members as set forth in Section 5.3.
- 1.16 **Released Parties** means MasterCorp and its parent companies, subsidiaries, affiliates, business units, shareholders, members, and all of its and their predecessors and successors, officers, directors, agents, attorneys, employees and assigns, and all companies, entities, and persons, confederates, conspirators, acting through, under or in concert with them for matters arising out of or related to the claims, Complaint and allegations in this case, including but not limited to Perennial Pete's. For the avoidance of doubt, the releases by the Plaintiffs and Participating Settlement Class and Collective Members do not limit MasterCorp's ability should it so elect to pursue its own remedies and claims against entities, companies, persons, confederates, conspirators, who acted with or through MasterCorp in the matters described in the Complaint filed in this case, including but not limited to Perennial Pete's.
- 1.17 **Settlement Administrator** means JND Legal Administration, the entity Plaintiffs selected to provide notice, including any required CAFA notices, to the Settlement Class (as defined herein) and to administer all payments and withholdings authorized under the terms of this Agreement.
- 1.18 **Settlement Class and Collective Member** means any person who meets the criteria set forth in the definition of "Settlement Class" below.
- 1.19 **Settlement Class, Settlement Class and Collective or Class** means the class and collective that the parties jointly seek to have certified, solely for the purposes of this Settlement Agreement. The Settlement Class is comprised of all workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete's or its affiliated entities or companies, and who provided housekeeping services at resorts where MasterCorp was responsible for housekeeping services between March 19, 2021 and the date of preliminary approval of the settlement.

- 1.20 **Settlement Effective Date** means the date after which the Final Approval Order will be final and no longer subject to appeal. Specifically:
- a. If no appeal is taken, on the date on which the time to appeal (including any possible extension of time to appeal) has expired (thirty-one (31) days absent a court-approved extension); or
  - b. If an appeal is taken, the date on which all appeals, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal (including any potential extension of time) has expired.
- 1.21 **Settlement Payment** means a unit of monetary value derived by the following calculation(s) for purposes of allocation of settlement payments to the Settlement Class and Collective Members. Each Class and Collective Member who submits a valid and timely claim form will get an equal share of the Net Settlement Amount, as set forth in the Plan of Allocation. The remainder of the Net Settlement Amount, if any, will be paid to the following cy pres recipient: St. Jude, to be earmarked for undocumented-immigrant-related services. If the Class and Collective Member wishes to be paid by check, versus another form of payment (such as e-Mastercard), and does not cash the check within 90 days, and there is therefore leftover money, that money will be paid to the above cy pres recipient if it is not feasible to redistribute to participating claimants up to the agreed upon cap as set forth in Section 4.7 of this Settlement Agreement.
- 1.22 **Total Settlement Amount** means the total amount that will be paid under this Agreement, inclusive of all payments made to: (1) Settlement Class and Collective Members; (2) any service payments paid to Plaintiffs; and (3) any Attorneys' Fees and Litigation Costs paid to Class Counsel; (4) any settlement administration costs paid for the Settlement Administrator's services (including preparing and mailing requisite CAFA notices); and (5) applicable federal taxes, state and local taxes and all federal and state unemployment taxes required by law to be withheld by MasterCorp. The Total Settlement Amount is equal to Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00).

**2. CONSENT TO JURISDICTION IN THE EASTERN DISTRICT OF VIRGINIA.**

For purposes of the efficient administration of settlement, the Parties agree to proceed in the proposed Action in the U.S. District Court for the Eastern District of Virginia, Alexandria Division. The Parties agree and acknowledge that jurisdiction is proper in the Eastern District of Virginia pursuant to 28 U.S.C. § 1332(a) and 1367.

**3. NO ADMISSION OF LIABILITY AND NO CONCESSION AS TO THE MERITS.**

MasterCorp enters into this Agreement to avoid the risks, uncertainty, expense and burden of further litigation. MasterCorp denies it violated the law in any manner and specifically denies it violated any statutory or common law as Plaintiffs allege. The Parties agree and



acknowledge that neither this Agreement nor their settlement shall be alleged or construed by anyone to be an admission of any violation of any federal, state or local statute, ordinance, or regulation, or of any duty owed by MasterCorp to current or former employees or to current or former employees of Perennial Pete's, its affiliates or companies. This Agreement is a settlement document, and this Agreement and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall be inadmissible as evidence in any proceeding, except in a proceeding to approve, interpret, or enforce its terms.

**4. TOTAL SETTLEMENT AMOUNT AND ALLOCATION.**

4.1 **Total Settlement Amount.** The Total Settlement Amount means the total amount that will be paid by MasterCorp under this Agreement (inclusive of all payments made to eligible Settlement Class and Collective Members), to Plaintiffs (including any service awards paid to Plaintiffs), to Class Counsel for attorneys' fees and costs, to the Settlement Administrator for any and all settlement administration costs, including CAFA notices, and of all payroll taxes on the employee side.

4.2 The Total Settlement Amount is equal to Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00). In no event shall MasterCorp be liable for more than the Total Settlement Amount pursuant to this settlement, except for the employer's share of payroll taxes on the Wages portion of the settlement as set forth in section 4.6(c), which MasterCorp shall be obligated to pay separate and apart from the Total Settlement Amount. The Total Settlement Amount shall be allocated as described in Section 4.

4.3 **Attorneys' Fees And Litigation Costs.**

a. Class Counsel will seek court approval of Class Counsel's request for attorneys' fees incurred by Class Counsel in litigation and settlement of the Action in an amount not to exceed one third of the Settlement Amount plus their reasonable costs. MasterCorp retains the right to oppose any request for attorneys' fees in excess of that amount. Class Counsel will file their motion for attorneys' fees and costs, and for service awards, prior to the close of the notice period so that class and collective members who wish to review the request may do so.

b. Any Attorneys' Fees and Litigation Costs approved and paid as part of this settlement shall be paid from the Total Settlement Amount.

c. The Parties and Class Counsel understand and agree that the terms and enforceability of this settlement and Agreement shall not be affected, prevented, or limited should a court, in its discretion, award class counsel fewer fees than requested.

d. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 for the payment of Attorneys' Fees and Litigation Costs, as required by law.

- e. Attorneys' Fees and Litigation Costs shall be paid directly to Class Counsel, by wire transfer from the QSF, within seven (7) calendar days after the Settlement Effective Date.

4.4 **Service Payments.**

- a. Class Counsel will petition for an award of service payments to the Class Representative Plaintiffs, in the maximum amount of \$7,500 each.
- b. Any service payments awarded to the Class Representative Plaintiffs shall be paid from the Total Settlement Amount.
- c. Any service payments awarded to the Class Representative Plaintiffs shall be in addition to any payments they are entitled to receive as Settlement Class and Collective Members under Section 4.7.
- d. Any service payments awarded by the Court shall be distributed by the Settlement Administrator via separate payments (whether checks or payments apps, at the Plaintiff's election) contemporaneously with the issuing of payments pursuant to Section 11. Such service payment checks shall be allocated 100% as non-wage income, for which a Form 1099 shall issue to the Class Representative Plaintiffs and shall be reported to state and federal taxing authorities as such. If there are checks, the checks will expire ninety (90) calendar days after the date of issuance, but a failure to deposit or cash a check within this time shall have no effect on the Class Representative Plaintiffs' release of Released Claims pursuant to Section 5. Such amounts will revert to the cy pres recipient, St. Jude.
- e. MasterCorp's agreement to the request by Class Counsel for service payments to the Class Representative Plaintiffs up to the amount in section 4.2.4(a) above is in exchange for Class Representative Plaintiffs agreeing to a general release of all claims arising out of their employment by Perennial Pete's, any of its affiliates or companies, or MasterCorp to provide housekeeping services at resorts where MasterCorp was responsible for housekeeping, that was or could have been asserted.
- f. If the Court does not approve the entire amount of service payments requested by Class Counsel, the outstanding and unapproved portion of the total requested amount shall be included in the Net Settlement Amount for distribution to participating Class Members.

- 4.5 **Settlement Administration Costs** As agreed to by the Parties, settlement administration costs, including but not limited to the costs of printing, distributing, and tracking documents for this settlement; distributing notices and settlement payments to Participating Settlement Class and Collective Members; providing necessary reports and declarations; and other duties and responsibilities necessary to administer this settlement, shall be paid out of the Total Settlement Amount. Such Settlement Administration Costs shall be paid by wire transfer from the QSF.

Settlement Administration Costs do not include time expended by or costs incurred by MasterCorp or its counsel.

4.6 **Net Settlement Amount.**

- a. The Net Settlement Amount is equal to the Total Settlement Amount (Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00 ) less Attorneys' Fees and Litigation Costs, Service Awards, and Settlement Administration Costs.
- b. In no event shall MasterCorp be liable to the Settlement Class and Collective Members collectively for more than the Net Settlement Amount, except for MasterCorp's share of employer taxes or contributions (i.e., FICA, FUTA, SUTA and Medicare) on the Wages portion of the settlement, which will be paid separately by MasterCorp to the Claims Administrator. Any portion of the Net Settlement Amount that is not actually paid to Settlement Class and Collective Members shall be paid to the *cy pres* recipient, St. Jude, to be earmarked for undocumented-immigrant-related services.

4.7 **Plan of Allocation**

- a. The Net Settlement Amount shall be allocated equally between and among the Settlement Class and Collective Members who submit valid and timely claims, but with a cap of five times the amount of 1/205<sup>th</sup> of the Net Settlement per claimant.
- b. The basic settlement share is 1/205 of the Net Settlement Amount. Depending on the number of claimants, and assuming that it may or will be less than the entire Class, those who claim will share pro rata increases equally. . But, there is a cap such that no one can get more than 5/205 of the Net Settlement Fund. In the event the cap is triggered, and there is thus a portion of the Net Settlement Fund above the cap, that amount will go to *cy pres*.

4.8 **Tax Reporting and Obligations**

- a. With respect to any payments of the Net Settlement Amount to Participating Settlement Class and Collective Members, (a) ten percent (10%) shall be deemed to relate to unpaid wages, of which 50% shall be deemed wages subject to Form W-2 reporting ("Wages") and 50% shall be deemed liquidated damages subject to Form 1099 reporting ("Liquidated Damages"), and (b) ninety percent (90%) shall be deemed compensatory damages ("Compensatory Damages") subject to Form 1099 reporting. The Settlement Administrator shall be responsible for issuing to Participating Settlement Class and Collective Members a form W-2 for the amounts deemed Wages, and an IRS Form 1099 for amounts allocated as Liquidated Damages and Compensatory Damages.



- b. Payments from the Net Settlement Amount to Participating Settlement Class and Collective Members shall be reduced as necessary to account for mandatory payroll withholdings. Recipients of payments pursuant to this Agreement are exclusively responsible for all other tax obligations, except the employer's share of payroll taxes on the Wages portion of the settlement (i.e., the amount subject to Form W-2 reporting as set forth in section 4.8(a), which shall be paid by MasterCorp separate and apart from the Total Settlement Amount. The settlement Administrator shall withhold and separately pay to the relevant government entities all applicable employee-side payroll tax withholdings from the individual settlement shares of the Participating Settlement Class and Collective Members.
- c. The Settlement Administrator shall determine MasterCorp's share of taxes owed on the Wages portion of the settlement as set forth in section 4.8(a) and remit them to the taxing authorities. The Settlement Administrator shall inform MasterCorp in writing of its employer share owed on the Wages portion of the settlement, and MasterCorp shall, within twenty (20) business days of such notice, remit all such monies to the Settlement Administrator.

## 5. RELEASES/BAR OF CLAIMS.

- 5.1 **General Release By Class Representative Plaintiffs.** As of the Settlement Effective Date, in consideration for the promises set forth in this Agreement, including the service payments, each Plaintiff, individually and on behalf of his/her successors, assigns, agents, executors, heirs, and personal representatives, voluntarily waives and releases any and all claims, obligations, demands, actions, rights, causes of action and liabilities against the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, state, federal and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring before the date of the signing of this Agreement, including but not limited to, all claims which relate in any way to Plaintiffs' recruitment, immigration into the United States and immigration status, housing and employment by any entity or entities in connection with providing housekeeping services at resorts where Mastercorp was responsible for housekeeping.
- 5.2 **Release by Settlement Class and Collective Members.** As of the Settlement Effective Date, and in exchange for the opportunity to participate in this settlement and regardless of whether they in fact participate, all Settlement Class and Collective Members (including Plaintiffs) forever, fully, irrevocably and unconditionally release and discharge the Released Parties from all claims, causes of action, and legal theories of relief that were alleged, or could have been alleged, or otherwise raised in the Action, from March 19, 2021 until the date of the Final Approval Order (the "**Released Claims**"). The Released Claims include, but are not limited to: claims for violation of: (a) **TVPRA**, 18 U.S.C. §§ 1581 *et seq.*, for



forced labor, immigration-related wrongful conduct, and any other conduct that would constitute a TVPRA violation; (b) claims for violation of the FLSA, 29 U.S.C. §§ 201 *et seq.*, for claims including unpaid minimum wage and overtime compensation, misclassification, and unlawful deductions of their earned wages without written authorization; (c) claims under the wage laws of the twelve states in which Plaintiffs and the class of Colombian nationals worked at resorts where MasterCorp was responsible for housekeeping, for unpaid straight-time and overtime compensation, state minimum wage violations, misclassification, unlawful deductions, and payroll violations, specifically: Ariz. Rev. Stat. §§ 23-351 *et seq.* (“**Arizona Wage Laws**”); Cal. Lab. Code §§ 201 *et seq.*, 226, 510 *et seq.*, 1171 *et seq.* (“**California Wage Laws**”); Colo. Rev. Stat. §§ 8-6-101 *et seq.* (“**Colorado Wage Laws**”); Fla. Stat. Ann. ch. 448 *et seq.* (“**Florida Wage Laws**”); Mich. Comp. Laws §§ 408.411 *et seq.* (“**Michigan Wage Laws**”); Mo. Rev. Stat. §§ 290.500 *et seq.* (“**Missouri Wage Laws**”); Nev. Rev. Stat. §§ 608.016 *et seq.* (“**Nevada Wage Laws**”); N.C. Gen. Stat. Ann. §§ 95-25.1 *et seq.* (“**North Carolina Wage Laws**”); S.C. Code Ann. §§ 41-10-10 *et seq.* (“**South Carolina Wage Laws**”); Tenn. Code Ann. §§ 50-2-101 *et seq.* (“**Tennessee Wage Laws**”); Va. Code Ann. §§ 40.1-28.7.7, 40.1-29 *et seq.* (“**Virginia Wage Laws**”); and Wis. Stat. chs. 103 and §§ 109.01-109.11 (“**Wisconsin Wage Laws**”) (collectively, the “**State Wage Laws**”); (d) claims under 42 U.S.C. § 1981, for national origin discrimination; and (e) claims under the anti-discrimination laws of the twelve states in which Plaintiffs and the class of Colombian nationals worked for Perennial Pete’s or its affiliates and companies, providing housekeeping services at resorts where MasterCorp was responsible for housekeeping, for national origin discrimination, specifically: Ariz. Rev. Stat. §§ 41-1461 *et seq.* (“**Arizona Anti-Discrimination Laws**”); Cal. Gov’t Code §§ 12900 *et seq.* (“**California Anti-Discrimination Laws**”); Colo. Rev. Stat. §§ 24-34-400.2 *et seq.* (“**Colorado Anti-Discrimination Laws**”); Fla. Stat. Ann. §§ 760.01 *et seq.* (“**Florida Anti-Discrimination Laws**”); Mich. Comp. Laws §§ 37.2101 *et seq.* (“**Michigan Anti-Discrimination Laws**”); Mo. Ann. Stat. §§ 213.010 *et seq.* (“**Missouri Anti-Discrimination Laws**”); Nev. Rev. Stat. §§ 613.310 *et seq.* (“**Nevada Anti-Discrimination Laws**”); N.C. Gen. Stat. Ann. §§ 143-422.1 *et seq.* (“**North Carolina Anti-Discrimination Laws**”); S.C. Code Ann. §§ 1-13-10 *et seq.* (“**South Carolina Anti-Discrimination Laws**”); Tenn. Code Ann. §§ 4-21-401 *et seq.* (“**Tennessee Anti-Discrimination Laws**”) Va. Code Ann. §§ 2.2-3900 *et seq.* (“**Virginia Anti-Discrimination Laws**”); and Wis. Stat. Ann. §§ 111.31 *et seq.* (“**Wisconsin Anti-Discrimination Laws**”) (collectively, the “**State Anti-Discrimination Laws**”); (f) common-law claims of fraud, fraudulent nondisclosure, and negligence; (g) claims for breach of contract and unjust enrichment; and (h) any and all other damages, penalties, including interest, costs (including attorney’s fees), and other amounts recoverable under said statutes, wage and hour claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the Complaint. The period of the Released Claims extends to the date of the Final Approval Order.

- 5.3 With respect to any and all Released Claims, the Parties agree that by operation of the Judgment, upon the Effective Date, Settlement Class Representatives shall have

expressly waived, and Settlement Class Representatives and each other Participating Settlement Class and Collective Member shall be deemed to have waived, and, by operation of the Judgment, shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code § 1542, which provides:

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,

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Settlement Class Representatives or Participating Settlement Class and Collective Members may hereafter discover facts in addition to or different from those which he, she or they now knows or believes to be true with respect to the subject matter of the Released Claims, but Settlement Class Representatives expressly, fully, finally, and forever settle and release, and each other Participating Settlement Class and Collective Member, upon the Effective Date, shall be deemed to have, and, by operation of the Judgment, shall have, fully, finally, and forever settled and released, any and all Released Claims, including known claims and unknown Released Claims, without regard to any subsequent discovery or existence of such different or additional facts. Settlement Class Representatives and Defendants acknowledge, and all other Participating Settlement Class and Collective Members shall be deemed to have acknowledged as of the Effective Date, that the inclusion of “unknown claims” in the definition of Released Claims was separately bargained for and was an essential element of this Settlement.

- 5.4 To release claims under the Fair Labor Standards Act (“FLSA”) that were or could have been asserted in the Action based on the facts, claims, causes of action or legal theories described above or as pleaded in the Action, each settlement check shall be affixed with the following language on the back: “I have received and read the Class Notice in [*Doe et al. v. MasterCorp*, civil action no. \_\_\_\_]. By negotiating this check and accepting payment, I: (i) consent to join this lawsuit; (ii) elect to participate in the Settlement; and (iii) agree I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and Notice. This Release shall become effective on the date I sign this settlement check.” If the Class Member has elected to receive payments via a direct payment system, then the analogous message shall appear along with the payment.
- 5.5 As of the Effective Date, pursuant to the Judgment, and without further action by anyone, the Settlement Class and Collective Representatives and all Participating Settlement Class and Collective Members shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal or forum asserting any of the Released Claims against any of the Released

Parties. This Release shall have res judicata, collateral estoppel, and all other preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions or proceedings involving any of the Released Parties.

- 5.6 Upon the Effective Date, all class and collective claims, including the class and collective claims of the Settlement Class Representatives, will be deemed voluntarily dismissed with prejudice.
- 5.7 **No Bar on Claims by MasterCorp Against Perennial Pete's** For the avoidance of doubt, nothing in this Agreement, including the Releases by the Plaintiffs and Participating Settlement Class and Collective Members, is intended to or shall bar or limit MasterCorp from pursuing any and all claims, including claims of contribution, relating to the subject matter of the Complaint, against any companies, entities, persons, confederates, conspirators, who acted with or through MasterCorp concerning the subject matter of the Complaint, including but not limited to Perennial Pete's.

## 6. **PRELIMINARY APPROVAL OF SETTLEMENT**

All terms of this Agreement are contingent upon final approval of the Parties' settlement and Rule 23(e) certification by the Court of the proposed Settlement Class for settlement purposes only. The Parties agree to cooperate and take all steps necessary and appropriate to obtain a Preliminary Approval Order and a Final Approval Order and to otherwise effectuate all aspects of this Agreement.

### 6.1 **Class Certification For Settlement Purposes Only.**

MasterCorp stipulates to Rule 23 and final FLSA certification of the Settlement Class and Collective pursuant to Rule 23 of the Federal Rules of Civil Procedure and 29 U.S.C. § 216(b), respectively, for settlement purposes only. If the Court does not grant either preliminary or final approval of this settlement pursuant to the terms of this Agreement, the Parties stipulate that class certification will be revoked without prejudice to any Party.

A. If the Court does not enter a Final Approval Order or the settlement does not occur, MasterCorp expressly reserves its right to challenge the propriety of class certification for any purpose as if the Parties had never entered into this Agreement.

B. The proposed form of the order that includes language certifying a settlement class shall expressly state the Parties and Class Counsel agree that certification of the Rule 23 Settlement Class is a certification for settlement purposes only, and that MasterCorp retains its right to object to class certification in the Action or in any other putative class or representative action.



7. **MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.**

- a. Plaintiffs will file their Unopposed Motion for Preliminary Approval (“Motion for Preliminary Approval”) on the same date that they file their Complaint in the Eastern District of Virginia, unless another date is agreed to in writing by the Parties.
- b. The Parties agree that if the Court does not approve any material term in the Motion for Preliminary Approval or requires as a condition to granting the Motion any term that effects a material change in this Agreement, then this Agreement may be voided at either Party’s option. The Parties further agree that requiring MasterCorp to pay any amount greater than the amount specified in Section 4 shall be deemed a material change that will allow MasterCorp (at its option) to void the settlement and this Agreement.

8. **NOTICES MANDATED BY STATUTE.**

- 8.1 No later than ten (10) calendar days after the filing with the Court of the Motion for Preliminary Settlement Approval, the Settlement Administrator shall mail notices of the Parties’ proposed settlement to all “appropriate federal officials” and “appropriate state officials” (collectively, “Government Officials”), as required by 28 U.S.C. § 1715.
- 8.2 The Settlement Administrator, with MasterCorp’s assistance, shall prepare the notices referenced in the preceding Section, which shall include the information required by 28 U.S.C. § 1715.

9. **NOTICE TO SETTLEMENT CLASS AND COLLECTIVE MEMBERS.**

- 9.1 **Class Member Data.** Within seven (7) calendar days after the Court grants Preliminary Approval of the Parties’ proposed settlement, MasterCorp will provide the Settlement Administrator with a list, in electronic form, of the names, known contact information (if any), and dates of employment, of all Settlement Class and Collective Members, to the extent that MasterCorp has that information.
- 9.2 **Notice.**
  - a. Commencement of Notice. The parties will agree, after consultation with the Settlement Administrator, on the content and method of proposed notice to the Settlement Class and Collective Members, which will be sufficient to satisfy the requirements of due process and Rule 23.
  - c. Within 21 calendar days of the Court granting Preliminary Approval of the Parties’ proposed settlement, the Settlement Administrator will commence notice. The deadline for opt-outs, objections, and claims will be 75 days after the commencement of notice.



d. The Settlement Administrator shall on a weekly basis notify Class Counsel and MasterCorp's Counsel of claims received, as well as other pertinent data.

- 9.3 **Claim Forms Settlement.** Class Members must submit a valid and timely Claim Form to the Settlement Administrator in order to be paid under the Settlement. The parties will agree, after consultation with the Settlement Administrator, on the content and form of the Claim Form, that shall comport with best practice to assure conformity with due process and Rule 23 requirements. This Claim Form, which will be included with the Class Notice, must include the individual's name, address, telephone number, signature, and such information as the Settlement Administrator deems necessary to establish that the individual is a Class Member. The Settlement Administrator shall have broad discretion in determining the information (if any) that must be submitted by the individual, to establish that the individual is a member of the Settlement Class. The Settlement Administrator's determination shall be binding upon the Settlement Class and Collective Member and the Parties. To be effective, a Claim Form must be received by the Settlement Administrator by U.S. Mail or by electronic submission via the settlement website no later than the Claim Deadline. The Settlement Administrator will inform both Class Counsel and MasterCorp's Counsel of Claim Forms received on a weekly basis.
- 9.4 **Opting-Out of the Settlement.** Individuals in the Settlement Class may request to be excluded from the Settlement Class by sending a written letter to the Settlement Administrator stating they want to opt-out of, or be excluded from, the Settlement Class. This letter must include the individual's name, address, telephone number, signature and such information as the Settlement Administrator deems necessary to establish that the individual is a member of the Settlement Class. ("**Opt-Out Letter**"). The Settlement Administrator will inform both Class Counsel and MasterCorp's Counsel of any Opt-Out Letters received on a weekly basis.
- 9.5 **Objecting to the Settlement.** Individuals (other than those who have opted out pursuant to Section 9.4) may present objections to the proposed settlement, in whole or in part, at the Final Approval Hearing if they choose, but are not required to attend the hearing in order to object. To do so, an objector must first present his or her objections to the Settlement Administrator in writing. Objections must be postmarked by the objection deadline. An objector has the right to appear at the Final Approval Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so at the time he/she submits his/her written objections to the Settlement Administrator. Any objector may withdraw his/her objections at any time. No Settlement Class and Collective Member may appear at the Final Approval Hearing to object to the settlement, whether in whole or in part, unless he/she has filed a timely objection that complies with Section 9.5.

**10. FINAL APPROVAL OF SETTLEMENT.**

The Parties agree that if the settlement does not become final for any reason, the Parties will cooperate to place themselves in the exact position as if no settlement had been agreed.

**11. FUNDING OF SETTLEMENT ACCOUNT.**

11.1 Within five (5) calendar days of the Settlement Effective Date, MasterCorp, as transferor, will transfer into the QSF any amounts payable from the QSF pursuant to this Agreement, which includes: (i) Class Counsel's attorneys' fees and costs; (ii) Settlement Administration Costs; (ii) employee-side payroll taxes; (iii) any amounts awarded to Plaintiffs as Service Payments; and (iv) the Net Settlement Amount. The Settlement Administrator will administer any funds transferred into the QSF. The Settlement Administrator shall pay Participating Settlement Class and Collective Member his or her Settlement Payment(s) within thirty (30) business days of the Settlement Effective Date.

11.2 Checks issued pursuant to this Agreement shall expire 90 calendar days after they are issued, but a failure by any Participating Settlement Class and Collective Member to deposit or cash a check within the period allotted shall have no effect on that individual's release pursuant to Section 5. Subject to good cause shown by the Participating Settlement Class and Collective Member (to be agreed upon by the Parties and, in the event of a dispute, to be conclusively determined by the Settlement Administrator), the Settlement Administrator may reissue a check at any time up to an additional fifteen (15) calendar days following the original 90-day period.

11.3 If any issued settlement checks are not cashed or deposited after 60 calendar days from issuance, the Settlement Administrator will send a written (including email or text) reminder to each Participating Settlement Class and Collective Member reminding him/her that if s/he fails to cash a settlement check by the 90-day deadline, the check will expire and become non-negotiable.

11.4 If, after all such efforts have been exhausted, there is a remaining balance of funds in the Net Settlement Amount ("**Remainder**"), the balance will be sent to the *cy pres* recipient, St. Jude and earmarked for undocumented immigrants.

11.5 All payments to Participating Settlement Class and Collective Members are fully dependent and conditioned upon a full and complete release of all Released Claims in accordance with the terms of this Agreement.

**12. COMMUNICATIONS.**

12.1 The Parties will keep the terms of this Agreement confidential until Plaintiffs file their motion for preliminary approval of the settlement.

12.2 To the extent counsel for either party are approached by the press, they will state only words to the effect that the matter has been resolved amicably. Nothing in this

paragraph is intended or, or can, put limits on access to public information or limit proper notice.

**13. SETTLEMENT CLASS AND COLLECTIVE MEMBER DOCUMENTS AND DISCOVERY**

Within sixty-three (63) days after the Settlement Effective Date, Class Counsel shall make reasonable efforts to destroy or erase all documents and data MasterCorp produced under a confidentiality agreement or may hereafter produce under a protective order to Class Counsel in connection with the Action that are currently in Class Counsel's possession, custody, or control. Upon request, Class Counsel shall certify to MasterCorp in writing they have made good faith efforts to comply with their obligations under this provision. In accordance with the professional rules and law, Class Counsel may retain all papers and property to which the client is entitled and may keep their own work product, mediation materials, and filed briefs and pleadings that refer to, quote, or incorporate MasterCorp's documents or data.

**14. TERMINATION OF SETTLEMENT AGREEMENT**

- A. If six (6) or more Settlement Class and Collective Members seek to opt-out from the Parties' settlement, this Agreement shall be voidable at MasterCorp's option, provided MasterCorp exercises this option, no later than ten (10) business days after the deadline for opt outs. If MasterCorp exercises its option to void the Agreement pursuant to this Section, MasterCorp shall be responsible for any costs incurred to date relating to administration of the settlement and for the costs of renoticing the class that the settlement has been voided. In addition, the Agreement shall be null and void and of no effect whatsoever.
- B. In addition to MasterCorp's right under section 14(A) above, the Settlement Class Representatives and MasterCorp, through their respective counsel, shall each have the right to terminate this Settlement, as to themselves, by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within thirty (30) calendar days of: (a) the Court's Final order refusing to enter the Preliminary Approval Order in any material respect; (b) the Court's Final order refusing to approve this Settlement or any material part of it; (c) the Court's Final order refusing to enter a final Judgment pursuant to this Settlement in any material respect; or (d) the date on which any such Judgment is, by Final order, modified or reversed by a court of appeal or any higher court in any material respect.
- C. If Defendants exercise their option to terminate the Settlement pursuant to Section 14(A), if the Effective Date does not occur, or if this Agreement is not approved by the Court, is terminated or fails to become effective in accordance with its material terms (or, if following approval or Judgment by this Court, such approval or Judgment is reversed or materially modified), the Parties shall be restored to their respective positions that existed in this Action prior to entering into this Agreement; the terms and provisions of this Agreement



(including all Exhibits) shall have no force or effect and are rendered nullities. Statements, discussions, or materials prepared, exchanged, issued, or used during the negotiation of this Settlement shall not be used in this Action or in any proceeding for any purpose; any Judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*; and the litigation will resume as if there had been no settlement agreement. In this event, the Parties will retain all rights, claims, objections, affirmative defenses, and defenses as to class certification and otherwise as to any of the allegations and claims asserted in and defenses to this Action. This Agreement will not be considered an admission of liability by Defendants nor, in the event it is not finally approved, represent a cap on damages available to the Settlement Class Representatives or any Settlement Class and Collective Member, and the Parties agree not to take a position to the contrary in the Litigation.

**15. DISPUTES REGARDING ADMINISTRATION OF SETTLEMENT.**

In the event of any dispute or disagreement concerning the administration of this settlement, the parties will first attempt to resolve such dispute or disagreement through a good faith effort to meet and confer and, if that is unsuccessful, through mediation before the Honorable Gerald Bruce Lee (Ret.). Any disputes not resolved by the Parties, following such good faith effort to meet and confer and mediation, concerning administration of the settlement will be resolved by the Eastern District of Virginia under the laws of the Commonwealth of Virginia.

**16. COMPLETE AGREEMENT.**

Other than as stated herein, the Parties warrant that no representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement and that they are competent to execute this Agreement and accept full responsibility. This Agreement contains and constitutes the entire understanding and agreement between the Parties and supersedes all previous oral and written negotiations, agreements, commitments, and writings in connection therewith. This Agreement may not be amended or modified except by a writing signed by authorized representatives of all Parties.

**17. MODIFICATION OF AGREEMENT.**

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their counsel of record.

**18. KNOWING AND VOLUNTARY AGREEMENT.**

Plaintiffs each agree they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each further affirms that s/he has not been coerced, threatened, or intimidated into signing this Agreement and that s/he has been advised to and has in fact consulted with an attorney before signing this Agreement. Class Counsel represent that they have conducted a thorough investigation into the facts of the Action and



have diligently pursued an investigation of the claims asserted on behalf of the Settlement Class and Collective Members against MasterCorp. Based on their own independent investigation and analysis of information provided by MasterCorp, Class Counsel is of the opinion that the settlement with MasterCorp, is fair, reasonable, and adequate, and in the best interest of the Settlement Class and Collective Members, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by MasterCorp.

**19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to that state's choice of law provisions or any other jurisdiction, and, when applicable, the laws of the United States.

**20. EXCLUSIVE AND CONTINUING JURISDICTION.**

The Parties agree to submit to the exclusive and continuing jurisdiction of the United States District Court for the Eastern District of Virginia for all purposes relating to the review, approval, and enforcement of the terms of this Agreement, including any post-judgment matters as may be appropriate.

**21. BINDING ON SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, issue, next-of-kin, executors, administrators, successors, and assigns.

**22. COUNTERPARTS AND SIGNATURES.**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties. Facsimile or electronic signatures will be accepted and shall be binding on the Parties.

**23. HEADINGS.**

The headings used in this Agreement are for convenient reference only, and do not alter or limit the terms of each Section.

**IN WITNESS WHEREOF**, the Parties, Class Counsel and MasterCorp's counsel each voluntarily and without coercion cause this Agreement to be signed and entered as of the respective dates written below.

CLASS COUNSEL:

MASTERCORP, INC.:

/s/ Rachel Geman

/s/ Nathan Grindstaff

RACHEL GEMAN  
Lieff Cabraser Heimann & Bernstein, LLC

Title: Chief Governance Officer

Date: May 8, 2024

Date: May 10, 2024

COUNSEL FOR MASTERCORP, INC.

/s/ Mark Hanna  
Mark Hanna  
Murphy Anderson, PLLC



David Barger  
Greenberg Traurig, LLP

Date: May 8, 2024

Date: 5/9/2024

Johnine Barnes by David Barger with authorization

Johnine Barnes  
Greenberg Traurig, LLP

Date: 5/10/2024