

Exhibit F

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiff Flor Jimenez (“Plaintiff”), on behalf of herself and the Classes, on the one hand, and Inter-Continental Hotels Corporation and its affiliates (“IHG” or “Defendant”), on the other. For the purposes of this Agreement, Plaintiff and Defendant are each referred to individually as a “Party” and collectively as the “Parties.” The Agreement is made as of the date on which all Parties sign this Agreement.

I. DEFINITIONS

As used herein, the following terms have the meanings set forth below:

1. “Action” means the litigation styled *Jimenez v. Inter-Continental Hotels Corporation, et al.*, No. 2:23-cv-03039-DC-JDP, filed in the United States District Court for the Eastern District of California.
2. “Administration Fees and Costs” means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Agreement, including, but not limited to: issuing notice and administering, calculating, and distributing the Net Settlement Amount to Class Members. The Settlement Administrator’s estimated Administration Fees and Costs are set forth in Exhibit D to this Agreement.
3. “Approved Claim” means a claim as evidenced by a Claim Form submitted by a California Class Member that (a) is complete and timely, and submitted in accordance with the directions on the Claim Form and terms of this Agreement; (b) is physically signed or electronically verified by the California Class Member; (c) satisfies the conditions of eligibility for a Class Payment as set forth herein; and (d) has been deemed valid by the Settlement Administrator.
4. “California Class” means all legally blind individuals in the State of California who have accessed or attempted to access Defendant’s Website using screen-reading software from January 2022 up to and including final judgment in this Action.
5. “California Class Members” means all persons meeting the criteria of the California Class.
6. “Claim Deadline” means the date by which a California Class Member must submit a timely and valid Claim Form to the Settlement Administrator. The Claim Deadline shall be 90 days after the Notice Date.
7. “Claim Form” means the form that California Class Members must submit to the Settlement Administrator in order to receive a Class Payment, substantially in the form of Exhibit C.

8. “Class Counsel” or “Plaintiff’s Counsel” means Thiago M. Coelho, Lauren M. Lenzion, Jesenia A. Martinez, and Jesse S. Chen of Wilshire Law Firm, PLC.

9. “Class Counsel’s Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Gross Settlement Amount.

10. “Class Representative” or “Plaintiff” means Flor Jimenez.

11. “Classes” means, collectively, the Nationwide Class and the California Class. The Classes exclude Defendant and any entity in which Defendant has a controlling interest; Defendant’s directors, officers, and employees; Defendant’s legal representatives, successors, and assigns; all judges assigned to this case and any members of their immediate families; the Parties’ counsel in this Action; and all persons who validly request exclusion from the California Class.

12. “Class Member(s)” means persons encompassed within the definition of the Nationwide Class, the California Class, or both, as those terms are defined below.

13. “Class Payment” means the payment made to each California Class Member who submits an Approved Claim. California Class Members shall be responsible for any and all taxes owed as a result of their recent Class Payment.

14. “Class Period” means the period covered by this Settlement is January 1, 2022, through up to and including entry of Final Judgment, inclusive.

15. “Complaint” means the operative Complaint filed in this Action.

16. “Court” means the United States District Court for the Eastern District of California, where the Action was filed.

17. “*Cy pres* Recipient(s)” means the American Foundation for the Blind, or one or more other charitable organizations agreed to by the Parties and approved by the Court.

18. “Defendant’s Counsel” means Defendant’s counsel of record in the Action.

19. “Defendant’s Website” means the website with the URL <https://www.ihg.com/hotels/us/en/reservation>.

20. “Effective Date” means the first date as of which all of the following events and conditions of this Agreement have occurred or been met: (a) the Court has entered a Final Approval Order approving this Agreement; (b) the Court has entered Final Judgment; (c) the Final Judgment has become final in that the time for appeal, petition, or writ opposing the settlement has expired without any appeal, petition, or writ being filed or, if an appeal, petition, or writ is taken and the Final Judgment is affirmed, the time period during which further petition for hearing, appeal, or writ can be taken has expired, such that any opposition to the settlement is dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief. In this

regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's Judgment granting final approval of the Settlement is completely final, and no further recourse exists by an appellant or objector who seeks to contest the Settlement. If the Final Judgment is set aside, modified without consent of the Parties, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may jointly agree in writing to deem the Effective Date to have occurred.

21. "Final Approval Hearing" means the Court hearing where Plaintiff will request the Final Approval Order be entered approving this Agreement, where Class Counsel will request that the Court enter Final Judgment, and where the Court will determine whether to enter a Final Approval Order. The Final Approval Hearing shall be no sooner than 180 days following the Preliminary Approval Order.

22. "Final Approval Order" means the final order to be entered by the Court, following the Final Approval Hearing, approving this Agreement and dismissing all claims in the Action on the merits and with prejudice.

23. "Final Judgment" means a document labeled by the Court as such and that has the effect of a judgment under Federal Rules of Civil Procedure 23(c)(3), 54, and 68. A proposed Final Judgment is attached hereto as Exhibit E.

24. "Gross Settlement Amount" means an amount not to exceed Two Million Two Hundred Fifty Thousand U.S. Dollars with Zero Cents (\$2,250,000.00). The Gross Settlement Amount is the maximum total amount that Defendant may be required to pay for all claims of Class Members that are alleged, or that could have been brought, in the Action arising from the allegations made therein, and also including reimbursement and Service Award to the Class Representative, all Court-approved attorneys' fees of Class Counsel, all costs and expenses incurred or advanced by Class Counsel related to the Action, and the fees and costs of the Settlement Administrator. In no event will Defendant be required to pay more than the Gross Settlement Amount.

25. "Long Form Notice" means the notice to be distributed and published by the Settlement Administrator as part of the Notice Program defined in Section 6, *infra*. The proposed Long Form Notice is attached hereto as Exhibit B.

26. "Nationwide Class" means all legally blind or visually impaired individuals who have accessed or attempted to access Defendant's Website using screen-reading software from January 2022 up to and including the date two years after final judgment is entered in this Action.

27. "Nationwide Class Members" means all persons meeting the criteria of the Nationwide Class.

28. "Net Settlement Amount" means the Gross Settlement Amount, minus Class Counsel's Fees and Costs, Administration Fees and Costs, and Service Award.

29. “Notice Date” shall be 60 days from entry of the Preliminary Approval Order and shall be the date on which the Settlement Administrator will commence the Notice Program detailed in Section 6, *infra*.

30. “Objection and Opt-Out Deadline” means the date by which a Class Member must submit a Written Objection or a California Class Member must submit an opt-out request to the Settlement Administrator. The Objection and Opt-Out Deadline shall be 90 days after the Notice Date.

31. “Objector” means a person or entity who is a Class Member and submits a Written Objection.

32. “Preliminary Approval Order” means the Court’s order approving the Agreement.

33. “Service Award” means any monetary award to Plaintiff the Court may choose to grant upon application by Class Counsel for any settlement payment Plaintiff would not otherwise be entitled as a Class Member.

34. “Settlement Administrator” means an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Court to provide notice and administer the settlement of the Action. The Settlement Administrator shall be instructed to ensure that administration is reasonably accessible to legally blind individuals and individuals with visual impairment.

35. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator for the purpose of providing the Classes with notice of and information about the proposed settlement. The Settlement Website shall be maintained from at least the Notice Date until 60 days after the Effective Date. The Settlement Administrator shall be instructed to ensure that the Settlement Website is reasonably accessible to legally blind individuals and individuals with visual impairment.

36. “Short Form Notice” means the notice to be distributed by the Settlement Administrator as detailed in Section 6, *infra*. The proposed Short Form Notice is attached hereto as Exhibit A.

37. “Written Objection” means the written notice that a Class Member may submit to the Court objecting to the Agreement.

II. RECITALS

1. On December 28, 2023, Plaintiff, on behalf of herself and those similarly situated, filed the Action, asserting legal claims against Defendant under the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101, *et seq.*, and California’s Unruh Civil Rights Act (“Unruh Act”), California Civil Code § 52, *et seq.*, in connection with the alleged failure to maintain the Website in a legally accessible manner.

2. Defendant disputes the claims and allegations in the Action and denies that it has violated any laws or otherwise committed any wrongdoing, that it has any liability to Plaintiff and Class Members, or that Plaintiff and Class Members are entitled to any form of relief against Defendant based on such claims or matters.

3. The Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through formal and informal fact and expert discovery. The Parties conducted a mediation with Jill Sperber, Esq. on August 27, 2025. Though no resolution was reached after the full-day, arms'-length mediation, Ms. Sperber's continued efforts engaged the Parties to attend a second mediation session on January 12, 2026. This second session along with Ms. Sperber's efforts culminated in the Parties' reaching a resolution of the Action that is the basis of this Agreement.

4. Plaintiff and Class Counsel believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the settlement is fair, adequate, reasonable, and in the best interests of the Classes.

5. Defendant has at all times denied and continues to deny any and all alleged wrongdoing or liability. Defendant enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

6. The Parties desire to settle this Action in its entirety as to Plaintiff, the Classes, and Defendant with respect to all claims arising out of the facts underlying and alleged in this Action under the ADA and Unruh Act, and any other federal or state laws of similar import prohibiting discrimination on the basis of disability or with respect to the accessibility of public accommodations or business establishment ("Disability Laws"). The Parties intend this Agreement to bind Plaintiff (both individually and as Class Representative), Class Members, and Defendant.

7. In light of the foregoing, for good and valuable consideration, the Parties and each of them, hereby agree, subject to the Court's approval, as follows.

III. SETTLEMENT TERMS¹

1. Class Certification, Consideration for Settlement, and Class Payments

1.1. **Class Certification:** The Parties agree, for purposes of this settlement only, to the certification of the Classes. If the settlement set forth in this Agreement is not approved by the Court, or if the Agreement is deemed null and void pursuant to the terms of this Agreement, this Agreement, and the certification of the Classes provided for herein, will be vacated and the Action shall proceed as though the Classes had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties further agree that if for any reason the Settlement is not preliminarily and finally approved, the conditional

¹ The Recitals set forth in Section II are incorporated herein as if set forth fully in this Agreement.

certification of the Class for settlement purposes does not constitute an admission by Defendants that class certification is proper, and will not be deemed admissible in this or any other proceeding. The Parties' agreement to the certification of the Classes is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

1.2. Defendant's financial commitment: Defendant's financial commitment under this Agreement shall not exceed the Gross Settlement Amount of Two Million Two Hundred Fifty Thousand U.S. Dollars with Zero Cents (\$2,250,000.00). Defendant shall have no other financial obligations under this Agreement or to the Classes or Class Counsel. Defendant shall fully fund the Gross Settlement Amount within 14 days of the Effective Date.

1.3. Class Payments to California Class Members:

1.3.1. Claim submission. Through the Notice Program, California Class Members will be notified of the Agreement and that they are eligible to receive up to a total of Four Thousand U.S. Dollars with Zero Cents (\$4,000.00) from the Net Settlement Amount, with the amount of such amount reduced pro rata based on the number of timely and valid claims made in the event the Net Settlement Amount is not sufficient to distribute \$4,000.00 per valid claim made, California Class Members will be notified of the requirement to submit a timely and valid Claim Form to receive a Class Payment, substantially similar to the form attached hereto as Exhibit C, alleging, under penalty of perjury, that: (a) they are legally blind, (b) they visited the Defendant's Website with the intention of visiting an IHG property, (c) while visiting the Defendant's Website they were unable to complete a purchase through the exercise of reasonable diligence, or otherwise had unreasonable difficulty completing a purchase as a result of their legal blindness, and (d) the approximate dates of their visit to Defendant's Website. A California Class Member cannot receive more than one Class Payment regardless of the number of visits to the Defendant's Website and if another member of his or her household is receiving a Class Payment. Only one Class Payment per household is permitted. As part of the Claim Form, California Class Members will elect to receive the Class Payment either via ACH transfer or check and will provide the Settlement Administrator with the required information. A California Class Member who does not submit an Approved Claim to the Settlement Administrator by the Claim Deadline will not receive any payment in connection with the Agreement. Unless a California Class Member elects to exclude themselves through the procedure set out in Section 5, *infra*, the California Class Member will be bound by the Agreement, including the releases set out in Section 8, *infra*, even if the California Class Member does not submit an Approved Claim by the Claim Deadline.

1.3.2. Claimant List. No later than 14 business days after the Claim Deadline, the Settlement Administrator shall provide the Parties with all Claim Forms that were submitted to the Settlement Administrator.

1.3.3. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Approved Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from claimants. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties can require further

information from a claimant (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. Subject to the Parties' audit rights, the Settlement Administrator shall approve or deny all claims, and its decision shall be final and binding.

1.3.4. No person shall have any claim against Plaintiff, Defendant, Class Counsel, Defendant's Counsel, or the Settlement Administrator based on any determination of an Approved Claim or Class Payments made in accordance with this Agreement and Exhibits attached hereto, Neither Plaintiff, Defendant nor their counsel, shall have any liability whatsoever for any act or omission by the Settlement Administrator.

1.3.5. Class Payment Distribution. Within 30 days of the Effective Date, the Settlement Administrator shall distribute the Class Payments to California Class Members who submitted Approved Claims via each California Class Member's selected payment option: either via ACH transfer or check. Checks shall expire after 180 calendar days.

1.3.6. Pro Rata Reduction. Payments to California Class Members who do not opt out may not exceed \$4,000.00 per household, but in the event such payments would exceed the Net Settlement Amount, each payment will be reduced pro rata so that total distributions do not exceed the Net Settlement Amount. In no instance will additional funds be added to the Net Settlement Amount or Gross Settlement Amount.

1.4. Distribution of any Remaining Settlement Amount: The Parties recognize that certain California Class Members may not make a claim and elect to receive Class Payments, and that California Class Members who submit an Approved Claim and receive Class Payments by check may not cash or deposit their checks within the 180 calendar days before such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 210 calendar days after Class Payments have been distributed, the Settlement Administrator will determine the amount of any remainder in the Net Settlement Amount, considering any further Administration Fees and Costs that the Settlement Administrator may incur (the "Net Settlement Amount Remainder"). Defendant shall not have any reversionary interest in the Net Settlement Amount Remainder. If a Net Settlement Amount Remainder exists, the Settlement Administrator will cause the Net Settlement Amount Remainder to be paid to the American Foundation for the Blind as the *Cy pres* Recipient, or some other charitable organization(s) agreed to by the Parties and approved by the Court. The Parties believe that, in light of the American Foundation for the Blind's mission and activities, its receipt of any *cy pres* award would appropriately advance the Parties' goal of distributing the Net Settlement Amount Remainder in a manner beneficial to the Classes.

2. Injunctive Relief

2.1. **Website Conformance:** Within two (2) years of the Effective Date of this Agreement, and to the extent it has not already done so, Defendant shall take reasonable and commercially feasible efforts to cause those portions of the Website that are covered by Title III of the ADA to be in a condition or state that allows individuals with disabilities based on a visual impairment within the meaning of the ADA who use screen-reader software and web browsers to

gain the same information and engage in the same transactions with an ease of use substantially equivalent to that of a sighted person using the Website without screen-reader software (“ADA Compliant”). The date two years after the Effective Date of this agreement shall be called the “Conformance Date.” The Parties agree that the Website shall be deemed “ADA Compliant” if it is in substantial conformance with WCAG 2.1 Level AA, but that substantial conformance with WCAG 2.1 Level AA is neither the test for ADA Compliance nor the sole method of achieving ADA Compliance. The Parties further agree that Defendant can link to, or be linked from, Third-Party Content (as defined below) and Defendant shall not be responsible or liable for the state of its accessibility to individuals with disabilities. The term “Third-Party Content” refers to websites or web content that are not developed, owned, or operated by the Defendant as defined below. The Parties further agree that the Website shall be deemed ADA Compliant if it substantially conforms with any standard or opinion later established or recognized by the United States Supreme Court, any U.S. Circuit Court of Appeals or the U.S. Department of Justice. If Defendant’s ability to meet the deadline for compliance with this Section 2 is delayed by third-party vendors, acts of God, force majeure or other reasons that are outside of Defendant’s control, the Parties’ respective counsel shall meet and confer regarding an extended deadline. If the Parties cannot reach an agreement regarding an extended deadline after such meet-and-confer efforts, either Party will have the right to seek judicial relief.

2.1.1. The Parties recognize that Defendant’s Website is dynamic, and, subject to the following paragraphs, it shall not be deemed a violation of this Agreement if, after achieving substantial compliance, Defendant’s Website inadvertently falls out of substantial compliance in some respect.

2.1.2. Nothing in this section or in this Agreement shall prevent Defendant, its affiliated companies, or its successors or assignees from eliminating the Website in its entirety or modifying or eliminating any feature or portion of the Website at a later date, including those modified by this Agreement, provided that all such actions do nothing to diminish accessibility of the Website to persons with disabilities to any greater degree than to other guests of the Website.

2.2. **Website Accessibility Policy:** Within two (2) years of the Effective Date of this Agreement, and to the extent it has not already done so, Defendant shall adopt and implement a Website Accessibility Policy, the language of which will include, among other components, Defendant will make reasonable and commercially feasible effort to ensure that any changes or additions to Defendant’s Website will substantially conform with WCAG 2.1 AA. The language of Defendant’s Website Accessibility Policy will be made available on Defendant’s Website, either directly or through a link.

2.3. **Website Accessibility Resource:** For assistance in implementing the Website Accessibility Policy, Defendant shall, to the extent that it has not already done so, ensure that one or more individuals or entities, who are generally knowledgeable about website accessibility, is available to assist Defendant in complying with the terms of the agreement as Defendant deems appropriate.

2.4. **Website Accessibility Knowledge:** Within two (2) years of the Effective Date of this Agreement, and to the extent it has not already done so, Defendant shall take

reasonable steps to ensure that the teams involved with creating, uploading, or otherwise managing Defendant's Website's content are familiar with and/or have access to a Website Accessibility Resource for general website accessibility issues, website development and maintenance. For the avoidance of doubt, this paragraph does not require Defendant to implement any formal training or testing of knowledge.

2.5. **Right to Conduct Compliance Audit:** Plaintiff, through her counsel, shall have the right to perform her own accessibility audit of the reservation and booking pages of the Website, at her own expense, using a commercially reasonable method to confirm substantial conformance with WCAG 2.1 AA, or that the Website is otherwise ADA Compliant, for up to one year after the Conformance Date. Nothing in this Section 2.5 or this Agreement shall preclude any putative class member from conducting his or her own accessibility audit of the reservation and booking pages of the Website at his or her own expense.

2.5.1. Defendant need not provide Plaintiff or any auditor any special access to Defendant's Website to perform this audit, above and beyond the access afforded to the general public.

2.5.2. Plaintiff shall identify for Defendant in writing and substantial detail, any way in which Plaintiff alleges that Defendant's Website does not substantially conform to WCAG 2.1 AA and is not otherwise ADA Compliant (the "Notice"). Such Notice shall include, without limitation, the date and time in which Plaintiff conducted her audit, the IP address used for her audit, the specific pages of Defendant's Website audited, and the specific elements or features of Defendant's Website that Plaintiff asserts does not conform to WCAG 2.1 AA and is not otherwise ADA Compliant.

2.5.3. If Plaintiff provides Notice of any purported failures to substantially conform to WCAG 2.1 AA, (1) Defendant will have no less than 180 calendar days from receipt of the Notice to meet and confer with Class Counsel in good faith to determine a commercially reasonable resolution of the alleged issue(s) identified in the Notice that Plaintiff and Defendant agree actually exist and do not substantially conform to WCAG 2.1 AA (the "Meet and Confer Period"); and (2) Defendant will subsequently have no less than 180 calendar days complete any modifications agreed upon by the Parties or to reach an agreement with Class Counsel on a time table for completion of such modifications agreed upon by the parties (this time period for completion is defined as the "Cure Period").

2.5.4. If Defendant's ability to complete modifications described in this Section during the Cure Period is delayed by third-party vendors, acts of God, force majeure or other reasons that are outside of Defendant's control, the Parties' respective counsel shall meet and confer regarding an extended deadline.

2.5.5. Plaintiff understands and acknowledges that she shall not be entitled to recover from Defendant any portion of the attorneys' or experts' fees or costs relating to the activities described for the compliance audit, and that she cannot and will not seek relief from the Court or any other tribunal for any purported failures. Only in the event that the parties meet and confer as described in this paragraph but cannot reach an agreement regarding a resolution,

Plaintiff may, after the expiration of the Meet and Confer Period, petition the Court for a ruling as to whether her proposed resolution is necessary under the terms of the Agreement, which Defendant may oppose. Provided that Defendant participates in this process in good faith and implements any resolution ordered by the court, it will not be deemed to be in breach of the Agreement, and Plaintiff shall not be entitled to recover any attorneys' fees, experts' fees, or costs.

3. Obtaining Court Approval of the Agreement

3.1. **Preliminary Approval:** Plaintiff will move for preliminary approval of the Agreement by the Court as fair and reasonable. Defendant will not object or otherwise oppose, and the Parties will undertake their best efforts to obtain such approval. The Parties therefore agree that Plaintiff shall submit this Agreement, together with its Exhibits, to the Court and shall apply for entry of a Preliminary Approval Order (the "Motion for Preliminary Approval"). The Motion for Preliminary Approval may be made by way of a calendared motion. The Preliminary Approval Order shall grant preliminary approval of the settlement; approve plan for providing notice to Classes as the reasonable and best practicable notice under the circumstances, and as due, adequate, and sufficient notice to all persons required to receive notice which is reasonably calculated to apprise Class Members of the pendency of the Action and their rights; and set a Final Approval Hearing.

3.2. **Content and Filing of Motion for Preliminary Approval.** Class Counsel shall draft and file the Motion for Preliminary Approval requesting issuance of the Preliminary Approval Order. The Motion for Preliminary Approval shall be written in a neutral manner, and Class Counsel will provide Defendant a reasonable opportunity to propose any revisions before such motion is filed.

3.3. **Final Approval and Final Judgment.** In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final approval (the "Motion for Final Approval"), the proposed Final Approval Order, and the proposed Final Judgment, and Class Counsel will provide Defendant a reasonable opportunity to propose any revisions before such motion is filed.

3.4. **Failure to Approve Agreement.** In the event the Agreement is not approved, or in the event that its approval is conditioned on any modifications that are not acceptable to either Party, then, at either Party's election, (a) this Agreement shall be null and void and of no force and effect and (b) any release shall be of no force and effect, provided however that the Court's refusal to grant the full amount requested for Class Counsel's Fees and Costs, Service Award, or Administration Fees and Costs shall not provide a basis for such election. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall return to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

4. Objections

4.1. **Written Objections:** Any Class Member who has not submitted a timely written Opt-Out Request and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, the Class Counsel Attorneys' Fees and Costs Award, or the Class Representative Service Award, must object in writing and must comply with the below requirements for Written Objections.

4.2. **Content of Written Objections:** All Written Objections must be in writing and may:

4.2.1. Clearly identify the case name and number, *Jimenez v. Inter-Continental Hotels Corporation, et al.*, No. 2:23-cv-03039-DC-JDP;

4.2.2. Include the full name, address, telephone number, and email address of the person objecting;

4.2.3. Include the full name, address, telephone number, and email address of the person objecting's counsel (if represented by counsel); and

4.2.4. State the grounds for the objection.

4.3. **Submission of Written Objections:** Any Written Objections from Class Members regarding the Agreement must be submitted by mail to the Settlement Administrator.

4.4. **Deadline for Written Objections:** Written Objections must be submitted by the Objection and Opt-Out Deadline. Written Objections must be postmarked by the Objection and Opt-Out Deadline. The date of the postmark on the envelope containing the written statement objecting to the Agreement shall be the exclusive means used to determine whether a Written Objection is timely.

4.5. **Attendance at Final Approval Hearing:** Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel, whether or not they have submitted a timely Written Objection. Class Counsel does not represent Objectors in connection with any Written Objection to this Agreement.

4.6. **Objectors' Attorneys' Fees and Costs:** Objectors shall be solely responsible for their attorneys' fees and costs.

4.7. **No Solicitation of Settlement Objections:** At no time shall any Party or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the Agreement or encourage an appeal from the Court's Final Approval Order.

4.8. **Objector List:** No later than 14 business days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with all valid and timely Written Objections.

5. Opt-Out Procedures

5.1. **Opt-Out Right:** The Notice Program shall advise California Class Members of their right to opt out of the Agreement. California Class Members who opt out will not be bound by the Agreement with respect to the claims asserted on behalf of the California Class, but will remain bound with respect to the claims asserted on behalf of the Nationwide Class.

5.2. **How to Request to Opt Out:** To opt out, California Class Members must timely submit a written request by mail to the Settlement Administrator.

5.3. **Deadline to Request to Opt Out:** For a California Class Member to opt out, the California Class Member's written opt-out request must be received by the Objection and Opt-Out Deadline.

5.4. **Content of Opt-Out Request:** All Opt-Out Requests and any supporting papers must:

5.4.1. Clearly identify the case name and number, *Jimenez v. Inter-Continental Hotels Corporation, et al.*, No. 2:23-cv-03039-DC-JDP;

5.4.2. Include the full name, address, telephone number, and email address of the person requesting to opt out; and

5.4.3. Clearly indicate an intent to opt out of the Agreement.

5.5. **Effect of Opting Out:** Any person or entity who falls within the definition of the California Class and who validly requests to opt out of the Agreement shall not be a California Class Member but shall still be a Nationwide Class Member; shall still be bound by the Agreement as to Nationwide Class Members but not as to California Class Members; shall not be eligible to receive any Class Payment; and shall not be entitled to submit a Written Objection to the Agreement or to object in person at the Final Approval Hearing as to the California Class. In the event a California Class Member timely submits an opt-out requests and either a Written Objection as to the California Class or a claim for Class Payment, the Opt-Out Request shall prevail, the Written Objection shall be null and void as to the California Class, and the Class Payment shall be null and void.

5.6. **Opt-Out List:** No later than 14 business days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the number and identity of the persons who have timely and validly opted out of the Agreement.

6. Settlement Administration

6.1. **Administration of Notice:** The Settlement Administrator shall effectuate the Notice Program described herein and under the Preliminary Approval Order.

6.2. **Notice Program:** The Parties agree upon, and Plaintiff will request the Court's approval of, the following forms and methods of notice to Class Members:

6.2.1. Legal notice media campaign. The Settlement Administrator will implement a notification strategy that includes diverse media channels, including sponsored search (using both Google and Bing platforms), programmatic advertisement, social media, online video, online radio, and a press release. ("Digital Notice Plan") The Settlement Administrator will use programmatic display advertising to target Class Members based on their location, interests, behaviors, and affinity audiences. The Settlement Administrator will advertise on social media and news platforms, including Facebook, Instagram, and Reddit. Further, the Settlement Administrator will utilize online video (OLV) advertisements to employ video content across digital platforms.. Lastly, the Settlement Administrator will distribute a press release on US1 National Newswire to enhance the exposure and reach a broader audience. With this campaign, the Settlement Administrator intends to distribute ?? digital impressions over a period of 45 days. Using the aforementioned media strategy, the Settlement Administrator's proposed media campaign will reach about ??% of the target audience nationally and ??% of the target audience in California.

6.2.2. Direct mail notice to organizations for the visually impaired. The Settlement Administrator will provide physical copies of the Short Form Notice and Long Form Notice to the following entities or organizations focusing on providing services to visually impaired persons: Access Ingenuity; Advanced Access Devices; Alva Access; American Academy of Ophthalmology; American Action Fund for Blind Children and Adults; American Association for Pediatric Ophthalmology and Strabismus; American Council of the Blind; American Foundation for the Blind Blinded Veterans Association; American Foundation for the Blind: National Employment Center; American Red Cross: Braille Services; American Society of Ophthalmic Registered Nurses; American Thermoform Corporation; Association of Visual Science Librarians; Audio Editions; Audio Vision Radio; Beach Cities Braille Guild; Blind & Visually Impaired Center of Monterey County; Blind Babies Foundation; Blind Children's Learning Center; Blind Children's Center; Blind San Franciscans; Books Aloud; Braille Institute Los Angeles Center; Braille Institute of America; Braille Institute of America: Youth Center; Braille Transcribers of Humboldt; Braille Transcribers Sacramento North Area; Braille Transcription Project of Santa Clara County: North Branch; California Academy of Ophthalmology; California Canes; California Department of Aging; California Department of Developmental Services: Early Intervention Program; California Department of Education: Clearinghouse for Specialized Media and Technology; California Department of Education: Special Education Division; California Department of Rehabilitation: Services for the Blind; California Early Intervention Technical Assistance Network; California Optometric Association; California Pacific Medical Center: Department of Ophthalmology, Low Vision Service; California School for the Blind; California State Library: Braille and Talking Book Library; California State University, Los Angeles; California State University, Northridge: Students with Disabilities Resources; Center for Living Independence for Multi-Handicapped Blind (CLIMB); Center for

the Blind & Visually Impaired; Center for the Partially Sighted; Clarity Solutions LLC; Community Center for the Blind; CompuBraille; Contra Costa Braille Transcribers; Desert Blind Association; Dolphin Computer Access Ltd.; Doran Resource Center for the Blind; East Bay Center for the Blind; Enhanced Vision Systems; Exceptional Teaching Aids; Eye Dog Foundation for the Blind; Fishburne Enterprises; Foundation Fighting Blindness: Fresno Affiliate; Foundation Fighting Blindness: Northern California Affiliate; Foundation Fighting Blindness: Northern California Office; Foundation Fighting Blindness: Southern California Office; Foundation for the Junior Blind; Fresno County Public Library: Talking Book Library for the Blind; Friendship Center for the Blind and Visually Impaired; Glaucoma Research Foundation; Golden Gate Braille Transcribers; Goodwill Industries: MSMT; Guide Dogs for the Blind; Guide Dogs of America; Guide Dogs of the Desert; Helen Keller National Center for Deaf-Blind Youths and Adults: Southwest Region Office; Helping Hands for the Blind; Hope Infant Family Support Program; Innovation Management Group; Innovative Rehabilitation Technology; Institute for Families of Blind Children; IntelliTools; Intercommunity Blind Center; JBliss Imaging Systems; Jules Stein Eye Institute; KCHO-FM Radio Reading Service; KPBSFM Radio Reading Service; Library Reproduction Service; Lighthouse International: The Low Vision Superstore; Lions Blind Center of Diablo Valley; Lions Center for the Blind; Living Skills Center for the Visually Impaired; Lutheran Braille Workers; Marin Low Vision Clinic; Monterey County Braille Transcribers; National Association for Visually Handicapped; National Eye Care Project; Palomar College Adapted Computer Training Center; Prevent Blindness Northern California; PulseData HumanWare, Inc.; Recording for the Blind & Dyslexic: Inland Empire/Orange County Unit; Recording for the Blind & Dyslexic: Los Angeles Unit; Recording for the Blind & Dyslexic: Northern California Unit; Recording for the Blind & Dyslexic: Santa Barbara Unit; Revolution Enterprises, Inc.; Rose Resnick Lighthouse for the Blind and Visually Impaired; RP International; San Bernardino Valley Lighthouse for the Blind; San Diego Center for the Blind and Vision Impaired; San Francisco Public Library: Library for the Blind and Print Disabled; San Francisco State University: Department of Special Education; Santa Clara Valley Blind Center; Santa Barbara Schools/High School Districts: Program for Visually Impaired; Scripps Memorial Hospital: Mericos Eye Institute, Partial Vision Center; Sensory Access Foundation; Sequoia Braille Transcribers; Smith-Kettlewell Eye Research Institute: Rehabilitation Engineering Research Center; Society for the Blind; Southern California College of Optometry: Low Vision Service at the Eye Care Clinic/Optometric Center of Fullerton; Southern California College of Optometry: Optometric Center of Los Angeles, Low Vision Service; St. Mary Low Vision Center; Stanford University School of Medicine: Department of Ophthalmology, Low Vision Services; Telesensory Corporation; The Theosophical Book Association for the Blind; Therapeutic Living Centers for the Blind; Transcribers of Orange County; Tri-Visual Services; U.S. Department of Veterans Affairs: Western Blind Rehabilitation Center; University of California, Davis: Department of Ophthalmology, Low Vision Services; University of California, San Francisco: Beckman Vision Center; University of California: School of Optometry, Low Vision Clinic; Ventura County Braille Transcribers Association; Veterans Affairs Medical Center: Eye Clinic; Vista Center for the Blind and Visually Impaired; Volunteers of Vacaville; and Watts Health Foundation.

6.2.3. Settlement Website. The Settlement Administrator shall establish and maintain the Settlement Website. The Settlement Website will include case-related documents, including but not limited to: the operative Complaint; this Agreement and all Exhibits including

the Long Form Notice; the Preliminary Approval Order; Class Counsel's Motion for Attorneys' Fees and Costs; information on how to submit a Written Objection or opt-out request; contact information for Class Counsel and the Settlement Administrator.

6.2.4. The Settlement Website shall explain how Class Payments to California Class Members will be distributed, including that California Class Members will be given the option of providing information within 90 calendar days of the Notice Date to the Settlement Administrator to receive a Class Payment by either ACH transfer or by check, and that California Class Members who elect not to do so will not receive a Class Payment.

6.3. Notice of Procedures to Request to Opt Out or Submit Written Objections: The Short Form Notice, Settlement Website, and Long Form Notice shall provide information on the procedure by which California Class Members opt out of the California Class or Class Members may submit a Written Objection to the Agreement. Nationwide Class Members may not opt out.

6.4. Administration Notice Fees and Costs: The Settlement Administrator will perform all settlement administration duties required by the Agreement. The Administration Fees and Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing the Short Form Notice, Long Form Notice, and Digital Notice Plan and performing the other administrative processes described in this Agreement. In the event that unanticipated costs and expenses arise in connection with the notice or administration process, the Settlement Administrator shall promptly raise the matter with Class Counsel and Defendant's Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. The Administration Fees and Costs shall be paid exclusively from the Gross Settlement Amount.

6.5. The Settlement Administrator, at the direction of Defendant's Counsel, shall comply with the notice requirements of 28 U.S.C. § 1715.

6.6. Prior to the Final Approval Hearing, and in accordance with the Court's regular notice requirements, the Settlement Administrator shall certify to the Court that it has complied with the notice requirements above and all other of its obligations as set forth herein.

7. Class Counsel's Attorneys' Fees and Costs and Class Representative Service Award

7.1. Class Counsel's Attorneys' Fees and Costs: Class Counsel will apply by motion to the Court seeking payment for attorneys' fees and costs incurred in prosecuting this Action (the "Motion for Attorneys' Fees and Costs"). Class Counsel will seek up to 25% of the Gross Settlement Amount for attorneys' fees, currently estimated at \$562,500.00 ("Class Counsel's Fees"), plus reimbursement for reasonable costs and expenses incurred by Class Counsel ("Class Counsel's Costs"). Any portion of Class Counsel's Fees and/or Class Counsel's Costs which are not approved by the Court will revert to the Net Settlement Amount. Class Counsel and any counsel associated with Class Counsel waive any claim to attorneys' fees, costs and expenses against Defendants or the Releasees arising from or related to the Action, except to the

extent such fees and costs are paid from the Gross Settlement Amount with court approval, as described above.

7.2. **Class Representative Service Award:** Class Counsel may also apply for a Class Representative Service Award to Plaintiff in an amount no greater than \$10,000.00. Any Service Award is not a measure of damages whatsoever but is solely an award for Plaintiff's service as Class Representative and prosecuting this Action. For tax purposes, any Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide An IRS Form W-9 for Plaintiff within 60 days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC for any Service Award payment to Plaintiff. The Settlement Administrator shall wire any Service Award payment to accounts specified Class Counsel no later than 30 calendar days after the Effective Date.

7.3. **Limitation on Further Payment:** Defendant shall not be liable for any additional fees or expenses of Plaintiff or any Class Member in connection with the Action beyond what is described in this Agreement. Class Counsel agree that they will not seek any additional fees or costs from Defendant in connection with the Action or the Agreement beyond the approved Class Counsel's Fees and Costs Award from the Gross Settlement Amount.

8. Mutual Release and Warranties

8.1. **Release by Plaintiff and Class Members:** As of the Effective Date, Plaintiff and each Class Member, and each of their respective successors, assigns, legatees, heirs, agents, and personal representatives, will be deemed to have released Defendant and its past, present, and future successors and predecessors in interest, all of their past or present subsidiaries, affiliates, direct or indirect parents, divisions, partners, franchisees, licensees, and privities, and each of the foregoing entities' past, present, and future officers, directors, shareholders, members, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, and insurers, and all other related persons and entities (the "Released Defendant Parties"), of all manner of action, causes of action, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, those claims that were alleged or that could have been pleaded based upon the factual allegations alleged in the Action and that arose during the Class Period (the "Class Released Claims"), except for claims relating to the enforcement of the Agreement. For the avoidance of doubt, the Released Defendant Parties include all individuals or entities who or which could be alleged to be liable for any of the alleged inaccessibility issues alleged in the operative Complaint against Defendant. As the sole exception to the above, California Class Members who have timely and properly requested to opt out from the California Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendant and the Released Defendant Parties from all Released Claims save only claims for damages arising under the Unruh Civil Rights Act, California Civil Code § 51, *et seq.*; such California Class Members will release claims for any injunctive relief under the Unruh Civil Rights Act and all other Released Claims.

8.1.1. The releases above extend to any Released Claims that any Class Member does not know or suspect to exist which, if known by him or her, might affect his or her agreement to release the Released Defendant Parties or the Class Released Claims or might affect their decision to agree, object or not to object to this Agreement, or seek exclusion from this Agreement with respect to the Class Released Claims.

8.1.2. Upon the Effective Date and payment of the Incentive Award, Plaintiff generally releases any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, against any Released Defendant Party. Plaintiff's release includes any claims that Plaintiff does not know or suspect exists, which, if known by her, might affect her agreement to release the Released Defendant Parties. With respect to such releases, Plaintiff shall be deemed to have, and shall have, waived 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, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

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

8.1.3. Plaintiff acknowledges that she may discover facts in addition to or different from those that she now knows or believes to be true but that it is her intention to finally and forever generally release the Released Defendant Parties notwithstanding any unknown claims she may have. Plaintiff shall be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of this Agreement.

8.1.4. Finality of Class Payments. The Class Payments under this Agreement shall be deemed final and conclusive against all California Class Members who shall be bound by all terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided herein.

8.2. **Release by Defendant and Released Defendant Parties:** As of the Effective Date, Defendant and each Released Defendant Party, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Plaintiff and Class Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released

Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members (the “Released Plaintiff Parties”), excluding any person who timely and validly seeks exclusion from the Class, of all manner of action, causes of action, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state’s common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, those claims that were alleged or that could have been pleaded based upon the factual allegations alleged in the Action and that arose through Final Judgment (the “Released Defendant Claims”), except for claims relating to the enforcement of the Agreement.

8.2.1. The releases above extend to any Released Defendant Claims that any Released Defendant Party does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release the Released Plaintiff Parties or the Released Defendant Claims or might affect his, her, or its decision to agree, object or not to object to this Agreement with respect to the Released Defendant Claims.

8.2.2. Upon the Effective Date, Defendant and each of its respective successors, assigns, legatees, heirs, and personal representatives generally releases any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, against Plaintiff, that in whole or in part arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to Defendant in any way whatsoever. Defendant’s release includes any claims that it does not know or suspect to exist, which, if known by it, might affect its agreement to release Plaintiff. With respect to such releases, Defendant shall be deemed to have, and shall have, waived 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, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

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

Defendant acknowledges that it may discover facts in addition to or different from those that it now knows or believes to be true but that it is its intention to finally and forever generally release Plaintiff notwithstanding any unknown claims it may have. Defendant shall be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of this Agreement.

8.3. **No Liability for Settlement Administrator:** No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect

to the matters under Section 6, *infra*, or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Final Judgment, or further Court Order(s).

9. Miscellaneous

9.1. **Extensions of Time:** All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Court or by written agreement of the Parties' counsel without notice to the Class Members.

9.2. **Integration:** This Agreement, including all exhibits, contains the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous written or oral representations, agreements, arrangements or understandings among them concerning such subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

9.3. **Governing Law and Venue:** This Agreement shall be governed by, interpreted and construed pursuant to the laws of the State of California, without giving effect to any conflicts of law principles. Any and all disputes arising out of or related to the settlement or Agreement must be brought by the Parties or each Class Member exclusively in this Court. The Parties and each Class Member hereby irrevocably submit that any suit, action, proceeding or dispute arising out of this Agreement shall be brought in the United States District Court for the Eastern District of California.

9.4. **Survival of Warranties and Representations:** The warranties and representations of this Agreement are deemed to survive the Agreement's date of execution.

9.5. **Representative Capacity:** Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.

9.6. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, each of which may be executed and delivered by facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document and each of which shall be effective and binding on the Parties as of the Effective Date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.

9.7. **Cooperation of Parties:** The Parties agree that they will work cooperatively to resolve any issues, concerns, and/or disputes regarding the Parties' respective obligations under this Agreement. The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to implement the Agreement.

9.8. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment. If 40 or more of the California Class Members submit a valid request to be excluded from the Settlement, then Defendant shall have the unilateral right to void this Settlement. Defendant may do so by giving notice to Class Counsel and the Court of its election to void the Settlement not later than fourteen (14) days before the Final Approval Hearing. No sums shall be payable by Defendant if this Agreement is voided as provided for herein with one exception: Defendant agree to pay any fees owing to the Settlement Administrator for services rendered in the event Defendant exercises its right to void the Settlement.

9.9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the Party must do by giving written notice to the other parties, the reviewing court, and the Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. The Party exercising its right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement Administrator for services rendered. An order vacating, reversing or modifying the Court's award of the Class Representative Service Award or Class Counsel's Attorneys' Fees or Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.

9.10. **No Admission of Liability.** Defendant denies that it engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims was non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement) except as required to enforce this Agreement.

9.11. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all parties or their successors-in-interest, and approved by the Court to the extent necessary.

9.12. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the parties.

9.13. **Complete Defense.** To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to this Agreement.

9.14. **Voluntary and Knowing Execution:** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf of, any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of the Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any Party or their counsel. This Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

9.15. Notices:

9.15.1. All notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Class Counsel:

Thiago M. Coelho
Jesenia A. Martinez
Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Email: *thiago.coelho@wilshirelawfirm.com*
Email: *JeseniaMartinezsTeam@wilshirelawfirm.com*

9.15.2. All notices to Defendant's Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Defendant's Counsel:

Molly A. Arranz
Ronald D. Balfour
Amundsen Davis, LLC
150 N. Michigan Ave., Suite 3300
Chicago, IL 60601
Email: *marranz@amundsenslaw.com*
Email: *rbalfour@amundsenslaw.com*

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DocuSign Envelope ID: 313E155F-947D-8D3E-814D-6C6970904318

The Parties have agreed to the terms of this Agreement and have signed below.

PLAINTIFF

Dated: 4/30/2026

DocuSigned by:
Flor Jimenez

Flor Jimenez

DEFENDANT

Inter-Continental Hotels Corporation

Dated: 05/04/2026

By: *Paul Huang*

Name: Paul Huang

Title: Vice President and Assistant Secretary