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KEVONNA SMITH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

TYRONE MOLSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SECURITY PROPERTIES RESIDENTIAL,
LLC., a Washington limited liability
company; KEVONNA SMITH, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CU24-02296

Related Case: CU24-04131

[Assigned for all purposes to Honorable
Stephen Gizzi in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 26, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Tyrone Molson (“Plaintiff”) and defendant Security Properties Residential,
3 LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,”
4 or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action(s)” means the Plaintiff’s wage and hour class action against Defendant, captioned
7 *Tyrone Molson v. Security Properties Residential, LLC., et al.*, Case No. CU24-02296, initiated
8 on March 26, 2024, and pending in the Superior Court of the State of California, County of
9 Solano; and separate representative action under PAGA captioned *Tyrone Molson v. Security*
10 *Properties Residential, LLC., et al.*, Case No. CU24-04131, initiated on May 30, 2024, and
11 pending in the Superior Court of the State of California, County of Solano.

12 1.2. “Administrator” means Phoenix Class Action Administration (“Phoenix”), the neutral
13 entity the Parties have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
15 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
16 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
17 Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
19 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
20 Period.

21 1.5. “Class” means all persons employed by Defendant in California and classified as a non-
22 exempt, hourly-paid employee who worked for Defendant during the Class Period.

23 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,

possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 26, 2020, through February 4, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Solano.

1.16. "Defendant" means named defendant Security Properties Residential, LLC..

1.17. "Defense Counsel" means Diana M. Estrada of Wilson Elser Moskowitz Edelman & Dicker LLP.

1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$250,000.00 (Two Hundred Fifty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.32. “PAGA Period” means the period from March 26, 2023, through the end of the Class Period.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.34. “PAGA Notice” means plaintiff’s March 26, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$18,750.00) and the 75% to the LWDA (\$6,250.00.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiff” means Tyrone Molson the named plaintiff in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendant, Kevonna Smith, and each of their former, present

1 and future owners, parents, and subsidiaries, and all of their current, former, and future officers,
2 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
3 agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
4 representatives.

5 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
8 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
10 Settlement. Class Members to whom Notice Packets are resent after having been returned
11 undeliverable to the Administrator shall have an additional 15 days beyond the Response
12 Deadline has expired.

13 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.46. “Workweek” means any week during which a Class Member worked for Defendant, for
16 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
17 termination dates (as applicable).

18 **2. RECITALS**

19 2.1. On March 26, 2024, Plaintiff filed a class action complaint against Defendant for: failure
20 to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or
21 compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely
22 pay wages, failure to indemnify and violation of Labor Code § 227.3; and unfair competition;
23 (the “Class Action”).

24 2.2. On March 26, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
25 under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to
26 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
27 (“PAGA Notice”).
28

2.3. On May 30, 2024, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against Defendant in the Superior Court of California, County of Solano, Case No. CU24-04131, for the Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling of time and payroll records for Class Members during the Class Period; (2) class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Security Properties Residential, LLC’s wage and hour policy documents, including an employee handbook and on-call policy; (4) all documents pertaining to Plaintiff available to Defendant, including Plaintiff’s time and payroll records

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On January 30, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that other than the actions mentioned herein, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$250,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$87,500.00 and a Class Counsel Litigation

Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,750.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result

by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 62 Class Members who collectively worked a total of 4,141 Workweeks, and 19 Aggrieved Employees who worked a total of 650 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Security Properties Residential, LLC must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 21 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA

1 Payments.

2 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
3 Individual PAGA Payments and send them to the Class Members via First Class U.S.
4 Mail, postage prepaid. The face of each check shall prominently state the date (not less
5 than 180 days after the date of mailing) when the check will be voided. The
6 Administrator will cancel all checks not cashed by the void date. The Administrator
7 will send checks for Individual Settlement Payments to all Participating Class Members
8 (including those for whom Class Notice was returned undelivered). The Administrator
9 will send checks for Individual PAGA Payments to all Aggrieved Employees including
10 Non-Participating Class Members who qualify as Aggrieved Employees (including
11 those for whom Class Notice was returned undelivered). The Administrator may send
12 Participating Class Members a single check combining the Individual Class Payment
13 and the Individual PAGA Payment. Before mailing any checks, the Settlement
14 Administrator must update the recipients' mailing addresses using the National Change
15 of Address Database.

16 4.4.2. The Administrator must conduct a Class Member Address Search for all other
17 Class Members whose checks are returned undelivered without USPS forwarding
18 address. Within 7 days of receiving a returned check the Administrator must re-mail
19 checks to the USPS forwarding address provided or to an address ascertained through
20 the Class Member Address Search. The Administrator need not take further steps to
21 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
22 The Administrator shall promptly send a replacement check to any Class Member whose
23 original check was lost or misplaced, requested by the Class Member prior to the void
24 date.

25 4.4.3. For any Class Member whose Individual Class Payment check or Individual
26 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
27 shall transmit the funds represented by such checks to the California State Controller's
28 Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby

1 leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure
2 section 384.

3 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Security Properties Residential, LLC to confer any additional benefits or
5 make any additional payments to Class Members (such as 401(k) contributions or
6 bonuses) beyond those specified in this Agreement.

7 **5. RELEASE OF CLAIMS**

8 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
9 and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
11 Class Members, and Class Counsel will release claims against all Released Parties as follows:

12 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
14 and discharge Released Parties from all claims, transactions, or occurrences arising out of
15 Plaintiff's employment that occurred prior to the date of the execution of this agreement,
16 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
17 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
18 reasonably could have been, alleged based on facts contained in the Operative Complaint and
19 Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
20 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
21 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
22 at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
23 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
24 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
25 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
26 discovery of them.

27 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
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1 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
3 which reads:

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

8 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
9 Members, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
11 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for
13 failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation
14 in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu
15 thereof; (5) all claims for waiting time penalties; (6) all claims for non-compliant wage statements;
16 (7) all claims for failure to timely pay wages; (8) all claims for failure to failure to reimburse
17 business expenses; (9) all claims for violation of labor code section 227.3; and (10) unfair
18 competition.

19 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
20 release any other claims, including claims for vested benefits, wrongful termination, violation of
21 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
22 workers' compensation, or claims based on facts occurring outside the Class Period.

23 5.4. Release of PAGA Claims: For the duration of the PAGA Period, all Aggrieved
24 Employees are deemed to release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
3 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
4 Approvals.

5 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
7 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
9 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
10 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
11 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
12 to its willingness to serve; competency; operative procedures for protecting the security of Class
13 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
14 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
15 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
16 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
17 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
18 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
19 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
20 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
21 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
22 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
23 Members and the Administrator.

24 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
26 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
28 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the

Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
4 the Class Notice with Spanish translation, substantially in the form attached to this
5 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
6 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
7 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
8 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
9 update Class Member addresses using the National Change of Address database.

10 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a
13 forwarding address, the Administrator shall conduct a Class Member Address Search,
14 and re-mail the Class Notice to the most current address obtained. The Administrator
15 has no obligation to make further attempts to locate or send Class Notice to Class
16 Members whose Class Notice is returned by the USPS a second time.

17 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
19 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
20 notice is re-mailed. The Administrator will inform the Class Member of the extended
21 deadline with the re-mailed Class Notice.

22 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data
24 and should have received Class Notice, the Parties will expeditiously meet and confer,
25 and in good faith, in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as
27 other Class Members, and the Administrator will send, via email or overnight delivery,
28 a Class Notice requiring them to exercise options under this Agreement not later than

1 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
2 ever are later.

3 7.5. Requests for Exclusion (Opt-Outs).

4 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by mail, a signed written Request for Exclusion not later
6 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
7 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
8 from a Class Member or his/her representative that reasonably communicates the Class
9 Member's election to be excluded from the Settlement and includes the Class Member's
10 name, address and email address or telephone number. To be valid, a Request for
11 Exclusion must be timely postmarked by the Response Deadline.

12 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
13 fails to contain all the information specified in the Class Notice. The Administrator
14 shall accept any Request for Exclusion as valid if the Administrator can reasonably
15 ascertain the identity of the person as a Class Member and the Class Member's desire
16 to be excluded. The Administrator's determination shall be final and not appealable or
17 otherwise susceptible to challenge. If the Administrator has reason to question the
18 authenticity of a Request for Exclusion, the Administrator may demand additional proof
19 of the Class Member's identity. The Administrator's determination of authenticity shall
20 be final and not appealable or otherwise susceptible to challenge.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for
22 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
23 to all benefits and bound by all terms and conditions of the Settlement, including the
24 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
25 regardless whether the Participating Class Member actually receives the Class Notice
26 or objects to the Settlement.

27 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or

1 have the right to object to the class action components of the Settlement. Because future
2 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
3 Participating Class Members who are Aggrieved Employees are deemed to release the
4 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
5 PAGA Payment.

6 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
7 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
8 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
9 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
10 the allocation by communicating with the Administrator via mail. The Administrator must
11 encourage the challenging Class Member to submit supporting documentation. In the absence
12 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
13 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
14 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
15 Periods shall be final and not appealable or otherwise susceptible to challenge. The
16 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
17 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
18 the challenges.

19 7.7. Objections to Settlement

20 7.7.1. Only Participating Class Members may object to the class action components of
21 the Settlement and/or this Agreement, including contesting the fairness of the
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

24 7.7.2. Participating Class Members may send written objections to the Administrator, by
25 mail. In the alternative, Participating Class Members may appear in Court (or hire an
26 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
27 A Participating Class Member who elects to send a written objection to the
28 Administrator must do so not later than 45 days after the Administrator's mailing of the

1 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
2 mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
8 and use an internet website to post information of interest to Class Members including
9 the date, time and location for the Final Approval Hearing and copies of the Settlement
10 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
11 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
12 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
13 the Final Approval and the Judgment. The Administrator will also maintain and monitor
14 an email address and a toll-free telephone number to receive Class Member calls and
15 emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
18 Not later than 5 days after the expiration of the deadline for submitting Requests for
19 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
20 containing (a) the names and other identifying information of Class Members who have
21 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
22 other identifying information of Class Members who have submitted invalid Requests
23 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the number
27 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
28 Exclusion (whether valid or invalid) received, objections received, challenges to

1 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
2 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
3 Weekly Reports must include provide the Administrator’s assessment of the validity of
4 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
5 received.

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
7 address and make final decisions consistent with the terms of this Agreement on all
8 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
9 Administrator’s decision shall be final and not appealable or otherwise susceptible to
10 challenge.

11 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
12 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
13 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
14 due diligence and compliance with all of its obligations under this Agreement,
15 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
16 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both valid or invalid),
18 the number of written objections and attach the Exclusion List. The Administrator will
19 supplement its declaration as needed or requested by the Parties and/or the Court. Class
20 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

21 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
22 disburses all funds in the Gross Settlement Amount, the Administrator will provide
23 Class Counsel and Defense Counsel with a final report detailing its disbursements by
24 employee identification number only of all payments made under this Agreement. At
25 least 7 days before any deadline set by the Court, the Administrator will prepare, and
26 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
27 Court attesting to its disbursement of all payments required under this Agreement. Class
28 Counsel is responsible for filing the Administrator's declaration in Court.

1 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendant estimates that, as of the date of this Settlement
3 Agreement, (1) there are 62 Class Members and 4,141 Total Workweeks during the Class Period
4 and (2) there are 19 Aggrieved Employees who worked 650 Pay Periods during the PAGA
5 Period.

6 8.1. Increase in Workweeks. Defendant represents that there are no more than 4,141
7 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
8 Class Members during the Class Period increases by more than 10%, or 414 Workweeks, then
9 the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
10 4,141 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated
11 by dividing the originally agreed-upon Gross Settlement Amount (\$250,000.00) by 4,141, which
12 amounts to a Workweek Value of \$60.37. Thus, for example, should there be 4,556 Workweeks
13 in the Class Period, then the Gross Settlement Amount shall be increased by \$25,053.55 ((4,556
14 Workweeks – 4,141 Workweeks) x \$60.37 per Workweek.).

15 **9. MOTION FOR FINAL APPROVAL**

16 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
17 final approval of the Settlement that includes a request for approval of the PAGA settlement
18 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
19 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
20 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
21 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
22 any disagreements concerning the Motion for Final Approval.

23 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
24 by a Participating Class Member, including the right to file responsive documents in Court no
25 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
26 by the Court.

27 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
28 Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material
6 modification to the Agreement within the meaning of this paragraph.

7 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
8 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
9 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
10 and (iii) addressing such post-Judgment matters as are permitted by law.

11 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
13 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
14 respective counsel, and all Participating Class Members who did not object to the Settlement as
15 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
16 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
17 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
18 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
19 Parties' obligations to perform under this Agreement will be suspended until such time as the
20 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
21 the amount of the Net Settlement Amount.

22 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
24 modification of this Agreement (including, but not limited to, the scope of release to be granted
25 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
28 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify

the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the

1 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
2 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
3 government agency. Each Party agrees to immediately notify each other Party of any judicial or
4 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
5 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
6 other communication, before the filing of the Motion for Preliminary Approval, any with third
7 party regarding this Agreement or the matters giving rise to this Agreement except to respond
8 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
9 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
10 obligations owed to Class Members.

11 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
13 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
14 ability to communicate with Class Members in accordance with Class Counsel’s ethical
15 obligations owed to Class Members.

16 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties
18 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
19 inducements made to or by any Party.

20 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
23 its terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and
28 authorities as requested by the Court. In the event the Parties are unable to agree upon the form

1 or content of any document necessary to implement the Settlement, or on any modification of the
2 Agreement that may become necessary to implement the Settlement, the Parties will seek the
3 assistance of a mediator and/or the Court for resolution.

4 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
11 Part 10, as amended) or otherwise.

12 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed or agreed to by all
14 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
15 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
16 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
17 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
18 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
19 the use of signatures previously provided by the Parties.

20 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
21 the benefit of, the successors of each of the Parties.

22 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the state of California, without
24 regard to conflict of law principles.

25 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
26 this Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting

28 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered

during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement

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

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

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

11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing

1 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
2 Agreement.

3 11.20. Voiding of Settlement. Not including the opt outs of any Class Members and employees
4 who already have pending lawsuits against Defendant and choose to opt out of this Settlement,
5 if more than 15% of Class Members validly opt out of the class (i.e., timely submit a valid opt
6 out), Defendant will have the right, but not the obligation, to void the Settlement, but will still
7 have to pay the Settlement Administration Costs incurred as of the date that Defendant exercise
8 the right to void the Class Settlement. Defendant shall notify Class Counsel and the Court
9 whether they are exercising this right to void the Settlement not later than five (5) days after
10 the Settlement Administrator notifies the Parties of the number of valid opt outs it has received.
11 The Parties and their counsel agree that they will not take any action inconsistent with this
12 Settlement, including, without limitation, encouraging Class Members to opt out of the
13 Settlement.

14
15 **IT IS SO AGREED:**

16 *Tyrone Molson*

03/06/2026

17 Plaintiff, Tyrone Molson

18
19 For Defendant, Security Properties Residential,
20 LLC

21
22 **AGREED AS TO FORM ONLY:**

23 *Vedang J. Patel*

24 David D. Bibryan

25 Vedang J. Patel

26 Counsel for Plaintiff

27 Diana M. Estrada

28 Counsel for Defendants

1 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
2 Agreement.

3 11.20. Voiding of Settlement. Not including the opt outs of any Class Members and employees
4 who already have pending lawsuits against Defendant and choose to opt out of this Settlement,
5 if more than 15% of Class Members validly opt out of the class (i.e., timely submit a valid opt
6 out), Defendant will have the right, but not the obligation, to void the Settlement, but will still
7 have to pay the Settlement Administration Costs incurred as of the date that Defendant exercise
8 the right to void the Class Settlement. Defendant shall notify Class Counsel and the Court
9 whether they are exercising this right to void the Settlement not later than five (5) days after
10 the Settlement Administrator notifies the Parties of the number of valid opt outs it has received.
11 The Parties and their counsel agree that they will not take any action inconsistent with this
12 Settlement, including, without limitation, encouraging Class Members to opt out of the
13 Settlement.

14
15 **IT IS SO AGREED:**

16
17 _____
18 Plaintiff, Tyrone Molson

17 _____
18 
19 For Defendant, Security Properties Residential,
20 LLC

21
22 **AGREED AS TO FORM ONLY:**

23
24 _____
25 David D. Bibiyan
26 Vedang J. Patel
27 Counsel for Plaintiff

24 _____
25 Diana M. Estrada
26 Counsel for Defendants

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