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11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SANTA CLARA**

14 TANAIA ATTAWAY & ARMANDO
15 MONTANO, on behalf of themselves and all
other aggrieved employees,

16 Plaintiff,

17 v.

18 ALLIANCE RESIDENTIAL, LLC., an
19 Arizona Limited Liability Company; and
DOES 1-50, inclusive.

20 Defendants.
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County of Santa Clara,
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Case #20CV365134
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JCCP NO. 5173

Assigned to Hon. Theodore C. Zayner

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF MOTION
TO APPROVE PAGA SETTLEMENT**

HEARING DATE

Date: May 24, 2023

Time: 1:30 p.m.

Dept.: 19

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DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts herein and, if called as a witness, I could and would competently testify to them.

2. I am the principal at the law firm of Bokhour Law Group, P.C., co-counsel of record for named Plaintiffs, Tania Attaway, Armando Montano, and Mahogani Woods. (“Plaintiffs”). I join with co-counsel, Paul K. Haines of Haines Law Group, P.C.; Joshua S. Falakassa of Falakassa Law, P.C.; and James R. Hawkins of James Hawkins, APLC in representing Plaintiffs, individually and on behalf of the State of California as a private attorney general and others similarly situated aggrieved employees against Defendants Alliance Residential, LLC (“Alliance”) and Greystar Real Estate Partners, LLC (“Greystar Real Estate”). (collectively, “Defendants”).

3. I submit this declaration in support of Plaintiffs' Motion To Approve The Settlement Pursuant To The Private Attorneys General Act of 2004 ("Motion To Approve PAGA Settlement").

EXPERIENCE OF COUNSEL

4. The Bokhour Law Group, P.C. firm possess considerable expertise in litigating complex litigation matters. I graduated with a Bachelor of Arts with a major in Political Science from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School–Los Angeles in 2012 and became a member of the California State Bar in December 2012. I began my legal career as an associate for Carney Shegerian and Ebby Bakhtiar focusing on plaintiff-side employment litigation with an emphasis on disability discrimination and harassment matters under the California Fair Employment and Housing Act. After practicing for several years as a member of Cohen & Lord, P.C., practicing in an amorphous range of civil litigation on behalf of both plaintiffs and defendants, I opened my law firm in 2014 with a concentration in representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination and retaliation claims in various contexts.

5. I am also an active member of the California Employment Lawyers' Association ("CELA") and have attended various Continuing Legal Education courses pertaining to advocacy

1 mediating complex labor and employment matters. Neither mediation resulted in a settlement being
2 reached. All Parties continued to negotiate and were able to reach agreement on terms that would be
3 mutually acceptable. Negotiations were conducted in good faith and at arm's-length, the Parties
4 agreed to settle the above-captioned action for \$500,000.00 ("Total Settlement Amount") to be paid
5 by Defendants.

6 14. In evaluating the fairness and reasonableness of this proposed settlement, my co-
7 counsels and I had to consider both the potential maximum and Defendants' various defenses. This
8 is significant because in a PAGA action, the Court has the same discretion "to assess a civil
9 penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser
10 amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and
11 circumstances of the particular case, to do otherwise would result in an award that is unjust,
12 arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include
13 Defendants' defenses to the alleged claims.

14 15. In the end, Defendants urged that the trial court would exercise its discretion to
15 substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiffs'
16 claims. As a result, PAGA Counsel made appropriate discounts for the associated risks.

17 **THE ATTORNEYS' FEES AND COSTS REQUEST**

18 15. Moreover, as part of the settlement, the Parties have agreed that Plaintiffs will
19 request PAGA Counsel Fees in the amount of \$175,000.00 (thirty-five percent (35%) of the Total
20 Settlement Amount), subject to court approval, plus actual litigation costs not to exceed \$25,000.00.

21 16. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
22 substantial work they have put into this case and the risk they assumed by taking it in the first place.
23 The PAGA Counsel Award is intended to reimburse PAGA Counsel for all uncompensated work
24 that they have already done and for all the work they will continue to do in carrying out and
25 overseeing the administration of the settlement, communicating with PAGA Members regarding
26 their Individual Settlement Payments, and communicating with the Settlement Administrator
27 regarding the administration of the settlement, if it is approved.

1 17. My firm took on this case on a contingent-fee basis, against Defendants represented
2 by a reputable defense firm. When we take contingent cases, we must pay careful attention to the
3 economics involved or one bad case can destroy years of work. Accordingly, when we take
4 contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
5 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
6 number of hours in a day is limited. Because of this, when we take on one particular matter, we are
7 unable to take on other matters. When my firm became involved in this case, we realized the time
8 commitment that it would entail, and we were forced to turn down matters that we otherwise should
9 have been able to handle.

10 18. The requested Class Counsel Fees are reasonable for the services provided to LWDA
11 and the PAGA Members and for the benefits they are to receive.

12 19. Moreover, the case involved significant risks of non-payment of attorneys' fees and
13 non-recovery of costs if the settlement was not granted approval, or if the Plaintiffs did not prevail.
14 California courts consider the risks counsel takes in litigating a case where they may not prevail on
15 the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*, 34 Cal.4th
16 553, 583 (Cal. 2004).

17 20. The following table summarizes the time each timekeeper at our firm expended on
18 this case, their respective years of experience, and hourly billing rates, which have been approved
19 by California state and federal Courts in other wage and hour class actions:

Bokhour Law Group, P.C. Aggregate Lodestar				
<i>Timekeeper</i>	<i>Yrs Experience</i>	<i>Hours</i>	<i>Hourly Rate</i>	<i>Lodestar</i>
Mehrdad Bokhour, Esq.	10	46.2	\$550.00	\$25,410
Joshua Falakassa, Esq.	9	37.5	\$525.00	\$19,687.50
Paul K. Haines, Esq.	17	30.3	\$750.00	\$22,725
Tuvia Korobkin	14	48.7	\$725	\$35,307.50
Neil M. Larsen	13	27.8	\$650	\$18,070
Diana M. Martinez	4	22.5	\$425	\$9,562.50
Haines Law Group Paralegals		4.2	\$175	\$735
James Hawkins, Esq.	26	\$750	141	\$105,750
TOTAL				\$237,247.50

21. The actual litigation costs incurred in this case by PAGA Counsel to date amounts to **\$23,544.46:**

Firm	Costs
Bokhour Law Group, P.C.	\$5,500
Haines Law Group, P.C.	\$5,580.49
James Hawkins, APLC	\$12,463.97

17. Specifically my firm's costs including mediation fees and filing fees:

Type	Description	Charge
Filing Fee	PAGA Complaint etc.	\$1,925
PAGA Letter	PAGA Notice Letter	\$75.00
Mediation Fee	Marc Feder, Esq.	\$3,500
TOTAL		\$5,500

See also, Haines Decl., and Hawkins Decl. filed concurrently herewith.

22. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, I believe that the Parties' proposed settlement is fair, adequate and reasonable under the facts and law applicable to this case.

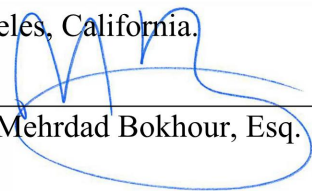
23. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed Settlement Agreement and Release of PAGA Claims.

24. The proposed settlement has been submitted in accordance with Labor Code § 2699(1)(2) to the Labor and Workforce Development Agency. Attached hereto as **Exhibit B** is a true and correct copy of confirmation of such submission of the proposed settlement to the Labor and Workforce Development Agency.

25. Attached hereto as **Exhibit C** is the proposed notice letter to accompany the settlement checks.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 27th day of April 2023 at Los Angeles, California.



Mehrdad Bokhour, Esq.

EXHIBIT “A”

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 This Settlement Agreement and Release of PAGA Claims (“Settlement” or “Agreement”
3 or “Settlement Agreement”) is made by and between plaintiffs Tanaia Attaway (“Attaway”),
4 Armando Montano (“Montano”), and Mahogani Woods (“Woods”) (collectively “Plaintiffs”) on
5 the one hand; and defendants Greystar ARC Residential, LLC f/k/a Alliance Residential, LLC
6 (“Alliance”) and Greystar Real Estate Partners, LLC (“Greystar Real Estate”) on the other hand.
7 The Agreement pertains to several lawsuits filed in several jurisdictions and to be consolidated
8 for the purpose of settlement, as defined below in section I(A).

9 **I. DEFINITIONS**

10 A. **“Action”** means, collectively, the following lawsuits entitled:

11 (a) *Tanaia Attaway v. Alliance Residential, LLC*, filed in the Superior Court, County of
12 Santa Clara, Case No. 20CV365134.

13 (b) *Armando Montano v. Alliance Residential, LLC*, filed in the Superior Court, County
14 of Riverside, Case Number RIC2002097.

15 (c) *Mahogani Woods v. Alliance Residential, LLC et al.*, filed in the Superior Court,
16 County of Los Angeles, Case No. 21STCV29050.

17 B. **“Agreement”** means this Settlement Agreement and Release of PAGA Claims,
18 and its exhibits, attached hereto and incorporated herein, including all subsequent amendments
19 agreed to in writing by the Parties and any exhibits to such amendments.

20 C. **“Court”** means the Superior Court of the State of California for the County of
21 Santa Clara.

22 D. **“Defendants”** means, collectively, Alliance Residential, LLC (“Alliance”) and
23 Greystar Real Estate Partners, LLC (“Greystar Real Estate”). In June 2020, Greystar Real Estate
24 Partners, LLC acquired Alliance Residential, LLC, which was subsequently renamed Greystar
25 ARC Residential, LLC.

26 E. **“Effective Date”** means the later of: (a) the date the Court signs an Order granting
27 approval of this Settlement and Judgment; (b) if any objections or motions to intervene are filed
28 prior to the date the Court signs an Order granting approval of this Settlement, sixty (60) days

1 from the later of the date the Court signs an order granting approval of the Settlement or the date
2 the Court enters final judgment so long as no appeal is filed within that time frame; and (c) to the
3 extent any appeals have been filed, the date on which they have been resolved or exhausted.

4 F. **“Individual Settlement Payment(s)”** means the *pro rata* amount payable to each
5 PAGA Member from the 25% portion of the Net Settlement Amount allocated to payments to the
6 PAGA Members according to the Payout Calculation.

7 G. **“LWDA”** means the California Labor and Workforce Department Agency.

8 H. **“Named Plaintiff’s Service Payment”** means the service payment of up to Ten
9 Thousand Dollars (\$10,000.00) requested for each of the Plaintiffs (the “Service Award”), which
10 Defendants agree not to oppose. All Service Awards will be paid out of the Total Settlement
11 Amount. If the Court reduces the amount of each Plaintiff’s Service Award in the course of the
12 settlement approval process, only the amount approved by the Court will be paid to Plaintiffs as
13 a Service Award. Any amount of the Service Award not approved by the Court shall become part
14 of the Net Settlement Amount. In consideration of the Service Award, Plaintiffs agree to execute
15 a full general release of all claims through the Effective Date, including a 1542 waiver. Each
16 Plaintiff’s general release of claims includes all claims, whether known or unknown. Even if
17 Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe
18 to be true with respect to the subject matter of Plaintiffs’ claims, those claims will remain released
19 and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and
20 benefits of section 1542 of the California Civil Code, which reads:

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

25 I. **“Net Settlement Amount”** means the Total Settlement Amount minus the sum of:
26 (1) PAGA Counsel’s Fees; (2) PAGA Counsel’s Costs, (3) the Service Award to Plaintiffs (unless
27 the Court requires that the Service Award be paid pursuant to a separate individual settlement
28 agreement), and (4) Settlement Administration Costs.

1
2 J. **“PAGA”** means the Private Attorneys General Act of 2004 as codified in
3 California Labor Code section 2698, *et seq.*

4 K. **“PAGA Amount”** means, according to the California Private Attorneys General
5 Act, that Seventy-five (75%) percent of the Net Settlement Amount shall be paid to the Labor
6 Workforce Development Agency (“LWDA”) with the remaining Twenty-five (25%) paid to
7 PAGA Members as detailed below (“PAGA Member Payment”).

8 L. **“PAGA Counsel”** means collectively: Mehrdad Bokhour of Bokhour Law Group,
9 P.C.; Paul K. Haines of Haines Law Group, P.C.; Joshua S. Falakassa of Falakassa Law, P.C.;
10 and James R. Hawkins of James Hawkins, APCL.

11 M. **“PAGA Counsel’s Costs”** means the amount not to exceed Twenty-Five
12 Thousand Dollars and Zero Cents (\$25,000.00), subject to approval by the Court. PAGA
13 Counsel’s Costs will be paid from, and not in addition to, the Total Settlement Amount. The
14 amount of PAGA Counsel’s Costs shall include all past and future attorneys’ costs to PAGA
15 Counsel—including, without limitation, all costs expended by PAGA Counsel in defending the
16 Settlement and securing approval of the Settlement (including any appeals) unless, in the event
17 of a material breach of this Agreement by Defendants, Plaintiffs are required to move the Court
18 for enforcement of this Agreement. Should the Court approve PAGA Counsel’s Fees in an
19 amount less than the amounts provided herein, then the unapproved portion(s) shall be a part of
20 the Net Settlement Amount. Defendants will not oppose any request for reimbursement of
21 litigation costs made by PAGA Counsel up to Twenty-Five Thousand Dollars (\$25,000.00).

22 N. **“PAGA Counsel’s Fees”** means the amount not to exceed thirty-five percent
23 (35%) of the Gross Settlement Amount, subject to approval by the Court. PAGA Counsel’s Fees
24 will be paid from, and not in addition to, the Total Settlement Amount. The amount of PAGA
25 Counsel’s Fees shall include all past and future attorneys’ fees to PAGA Counsel—including,
26 without limitation, all time expended by PAGA Counsel in defending the Settlement and securing
27 approval of the Settlement (including any appeals) unless, in the event of a material breach of this
28 Agreement by Defendants, Plaintiffs are required to move the Court for enforcement of this

1 Agreement. Should the Court approve PAGA Counsel's Fees in an amount less than the amounts
2 provided herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.
3 Defendants will not oppose any request for attorneys' fees made by PAGA Counsel up to thirty-
4 five percent (35%) of the Gross Settlement Amount. Defendants will not oppose an award of
5 attorneys' fees.

6 O. **"PAGA Member(s)"** means any non-exempt hourly employees of Defendants in
7 California, who worked for Alliance from January 15, 2019 through the date the settlement is
8 approved by the Court.

9 P. **"PAGA Member List"** means a complete list of all PAGA Members that
10 Defendants will diligently and in good faith compile from their records and provide to the
11 Settlement Administrator within fifteen (15) calendar days after the Effective Date. The PAGA
12 Member List will include each PAGA Member's: a) full name; b) last known address; c) last
13 known telephone number; d) the last four digits of his or her Social Security Number; and e) his
14 or her dates of employment as an hourly-paid, non-exempt employee for Alliance during the
15 Settlement Period.

16 Q. **"PAGA Payment Letter"** means a letter that the Settlement Administrator will
17 send to each PAGA Member with his or her Individual Settlement Payment, which explains the
18 reason for the Individual Settlement Payment, substantially in the form attached hereto as **Exhibit**
19 **1**, subject to revisions by the Court.

20 R. **"Parties"** means Plaintiffs and Defendants, collectively.

21 S. **"Pay Period"** means a pay period that a PAGA Member was employed by
22 Alliance in a non-exempt, hourly-paid position during the Settlement Period, based on hire dates,
23 re-hire dates, and termination dates.

24 T. **"Payout Calculation"** means the allocation of the PAGA Member Payment that
25 shall be made pursuant to a formula by which each PAGA Member receives a pro-rata portion of
26 the PAGA Member Payment based upon the Pay Periods of the respective PAGA Member. Each
27 PAGA Member's number of Pay Periods will be derived from the hire and termination dates and
28 payroll data contained in the records kept by Defendants in the ordinary course of business during

1 the Settlement Period.

2 U. **“Plaintiffs” or “Named Plaintiffs”** shall refer to Tania Attaway, Armando
3 Montano, and Mahogani Woods.

4 V. **“Released Parties”** shall refer to Defendants and Greystar Management Services,
5 LP, and each of their respective past, present and future agents, employees, servants, officers,
6 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
7 subsidiaries, fictitious business names, equity sponsors, related companies/corporations and/or
8 partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers,
9 any actual or alleged joint employers, any owner or operators of a housing property where a
10 PAGA Member worked for Alliance.

11 W. **“Settlement”** shall mean the settlement between the Parties that is memorialized
12 in this Agreement and subject to Court approval.

13 X. **“Settlement Administration Costs”** means the costs payable from the Total
14 Settlement Amount to the Settlement Administrator for administering this Settlement. All
15 Settlement Administration Costs shall be paid from, and not in addition to, the Total Settlement
16 Amount. The Settlement Administration Costs include, but are not limited to, the required tax
17 reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed,
18 confirming/auditing claims for payments for compliance with the Settlement, calculating and
19 distributing all payments to be made pursuant to the Settlement, and providing reports and
20 declarations. The Settlement Administration Costs are currently estimated not to exceed
21 \$15,000.00. If the actual amount of the Settlement Administration Costs is less than \$15,000.00,
22 the difference between \$15,000.00 and the actual Settlement Administration Costs shall be a part
23 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$15,000.00, then
24 such excess will be paid solely from the Total Settlement Amount and Defendants will not be
25 responsible for paying any additional funds in order to pay these additional costs.

26 Y. **“Settlement Administrator”** means the Third-Party Administrator mutually
27 agreed upon by the Parties and approved by the Court that will be responsible for the
28 administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually

1 acceptable qualified settlement administrator for claims administration costs. The Settlement
2 Administrator agreed upon by all parties is ILYM Group, Inc.

3 Z. **“Settlement Period”** means the period from January 15, 2019, through the date
4 the settlement is approved by the Court.

5 AA. **“Total Settlement Amount”** means the settlement amount of Five Hundred
6 Thousand Dollars and Zero Cents (\$500,000.00), which Defendants shall pay to resolve the
7 Action. The Total Settlement Amount is the maximum amount Defendants can be required to
8 pay under this Settlement, including all: (1) penalty payments to the PAGA Members by virtue
9 of payments through a settlement administrator; (2) PAGA Counsel’s Fees; (3) PAGA Counsel’s
10 Costs; (4) settlement expenses, including payment to the Settlement Administrator; (5) PAGA
11 penalties paid to the State of California; and (6) service payments to Plaintiffs. All payments to
12 Plaintiffs and PAGA Members shall be made as a 1099 payment. Each PAGA Member shall be
13 responsible for paying any taxes due on his or her settlement payment, if any.

14 **II. BACKGROUND**

15 A. **Armando Montano Action.** On January 15, 2020, Armando Montano filed with
16 the LWDA a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of
17 the LWDA to recover civil penalties for the violation of Labor Code section 226 (“Montano
18 PAGA Notice”). On June 25, 2020, Plaintiff Montano filed a PAGA representative action against
19 Alliance in the Superior Court of California for the County of Riverside, Case Number
20 RIC2002097, seeking civil penalties under PAGA on behalf of himself and Aggrieved Employees
21 for the violation alleged in the Montano PAGA Notice (the “Montano Action”). On March 12,
22 2021, a Petition for Coordination of the Montano Action and the Attaway Action was submitted
23 to the Chairperson of the Judicial Council. On May 26, 2021, the Santa Clara County Court
24 granted the Petition for Coordination, with Santa Clara County Court as the court to hear the
25 coordinated actions.

26 B. **Tanaia Attaway Action.** On March 11, 2020, Tanaia Attaway filed with the
27 LWDA a notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the
28 LWDA to recover civil penalties for various Labor Code violations (“Attaway PAGA Notice”).

1 On March 13, 2020, Plaintiff Attaway filed a putative class and PAGA representative action
2 against Alliance in the Superior Court of California for the County of Santa Clara, Case Number
3 20CV365134, seeking civil penalties under PAGA on behalf of himself and Aggrieved
4 Employees for the violations alleged in the Attaway PAGA Notice (the “Attaway Action”). On
5 March 12, 2021, a Petition for Coordination of the Montano Action and the Attaway Action was
6 submitted to the Chairperson of the Judicial Council. On May 26, 2021, the Santa Clara County
7 Court granted the Petition for Coordination, with Santa Clara County Court as the court to hear
8 the coordinated actions.

9 C. **Mahogani Woods Action.** On June 1, 2021, Mahogani Woods filed with the
10 LWDA a notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the
11 LWDA to recover civil penalties for various Labor Code violations (“Woods PAGA Notice”).
12 On August 6, 2021, Plaintiff Woods filed a PAGA representative action against Alliance and
13 Greystar Real Estate in the Superior Court of California for the County of Los Angeles, Case
14 Number 21STCV29050, seeking civil penalties under PAGA on behalf of himself and Aggrieved
15 Employees for the violations alleged in the Woods PAGA Notice (the “Woods Action”).

16 D. **Informal Discovery.** In advance of the mediation of the Attaway Action and
17 Montano Action on April 16, 2021, Defendants provided counsel for plaintiffs Attaway and
18 Montano with the following information and documents: (1) plaintiffs’ payroll records; (2)
19 plaintiffs’ timekeeping records; (3) Plaintiff Attaway’s quarterly bonus agreement; (4) Alliance’s
20 Employee Handbook; and (5) Alliance’s California Meal and Rest Period Policy Addendum. The
21 information and documents enabled counsel for plaintiffs Attaway and Montano to conduct a
22 comprehensive analysis and review of the records to calculate Defendants’ potential exposure.
23 Defendants subsequently provided the same documents to counsel for plaintiff Woods in advance
24 of settlement discussions in March 2022.

25 E. **Mediation.** On April 16, 2021, the parties to the Attaway Action and Montano
26 Action participated in a private mediation with Lou Marlin, Esq., a well-regarded mediator
27 experienced in mediating complex labor and employment matters. However, the parties were
28 unable to reach a settlement. On December 30, 2021, the parties to the Woods Action participated

1 in a private mediation with Stephanie Chow, a well-regarded mediator experienced in mediating
2 complex labor and employment matters. However, the parties were unable to reach a settlement.

3 F. **Eventual Resolution and Agreement.** The Parties continued to negotiate and
4 were able to reach agreement on terms that would be mutually acceptable. After many months
5 of negotiation, the Parties agreed to settle the Action for the Total Settlement Amount, among
6 other terms as detailed in this Agreement.

7 G. **Plaintiffs' Position as to Settlement.** Plaintiffs' Counsel have conducted
8 significant investigation of the law and facts relating to the claims asserted in the Action, and
9 have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the
10 best interests of the LWDA and Aggrieved Employees, taking into account the sharply contested
11 issues involved, the expense and time necessary to litigate the Action through trial and any
12 appeals, the risks and costs of further litigation, the risk of an adverse outcome, the uncertainties
13 of complex litigation, the information learned through informal discovery regarding Plaintiffs'
14 allegations, and the substantial benefits to be received by Aggrieved Employees.

15 H. **Defendants' Position as to Settlement.** Defendants have concluded that, because
16 of the substantial expense of defending against the Action, the length of time necessary to resolve
17 the issues presented herein, the inconvenience involved, and the concomitant disruption to their
18 business operations, it is in their best interests to accept the terms of this Agreement. Defendants
19 deny each of the allegations and claims asserted against them in the Action. However, Defendants
20 nevertheless desire to settle the Action for the purpose of avoiding the burden, expense and
21 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
22 engendered by the Action.

23 **III. TERMS OF SETTLEMENT**

24 A. **All Terms Subject to Court Approval.** The Court has jurisdiction over the
25 Parties and the subject matter of the Action. The Action includes claims that, if proven, would
26 authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be
27 submitted to the Court for approval and final judgment. After the Court has granted approval of
28 the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce

1 the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h). If the
2 Court fails to approve this Agreement for any reason, the Agreement shall be considered void *ab*
3 *initio* and shall be of no force or effect whatsoever and shall not be referred to or utilized for any
4 purpose whatsoever. The Agreement shall be submitted by Plaintiffs to the LWDA within the
5 time limits prescribed by law.

6 B. **Total Settlement Amount.** Defendants shall pay the Total Settlement Amount to
7 settle this Action. The Total Settlement Amount will be to satisfy all of Defendants' liabilities
8 arising from the Settlement. No portion of the Total Settlement Amount shall revert to
9 Defendants. Defendants shall determine between themselves the amount paid by each Defendant,
10 although Defendants shall be jointly and severally liable for the Total Settlement Amount. The
11 total amount paid by Defendants shall not, in the aggregate, exceed the Total Settlement Amount.

12 C. **PAGA Counsel's Fees and Costs.** PAGA Counsel shall apply for, and
13 Defendants shall not oppose, an award of PAGA Counsel's Costs and PAGA Counsel's Fees.
14 PAGA Counsel shall submit a declaration to the Court detailing the costs incurred and/or expected
15 to be incurred in the Lawsuits. PAGA Counsel shall be solely responsible for the division and
16 distribution of any and all court-approved PAGA Counsel's Attorneys' Fees and Costs. Should
17 the Court approve PAGA Counsel's Costs and/or PAGA Counsel's Fees in an amount less than
18 the amounts provided herein, then the unapproved portion(s) shall be a part of the Net Settlement
19 Amount.

20 D. **Named Plaintiff's Service Payment.** Each Plaintiff will request and apply for
21 the Service Payment(s) of up to Ten Thousand Dollars (\$10,000.00) referred in Paragraph H. The
22 Service Payment(s) shall be paid from, and not in addition to, the Total Settlement Amount. Any
23 amounts not awarded by the Court under this provision shall be included in the Net Settlement
24 Amount. Defendants agree not to oppose any such application which is consistent with this
25 paragraph.

26 E. **LWDA Payment.** Subject to Court approval, the Parties agree that an amount
27 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
28 settlement of all representative claims alleged by or on behalf of Plaintiffs and the PAGA

Members. Should the Court approve the requested PAGA Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and Plaintiffs' Service Awards, the amount paid to the LWDA will be approximately \$191,250.00, and 25% of the Net Settlement Amount, or approximately \$63,750.00, will be available for Individual Settlement Payments to PAGA Members.

F. **Individual Settlement Payments.** Subject to Court approval, the Parties agree that an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "PAGA Member Portion") will be paid to the PAGA Members in settlement of the PAGA Released Claims. Individual Settlement Payments will be calculated and apportioned from the PAGA Member Portion based on the number of Pay Periods a PAGA Member worked. The Settlement Administrator will determine the total number of Pay Periods worked by each PAGA Member based on the data provided by Defendants in the PAGA Member List and the aggregate number of Pay Periods worked by all PAGA Members. To determine each PAGA Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Individual Settlement Payment = (PAGA Member's Pay Periods during the Settlement Period / Aggregate Number of PAGA Member's Pay Periods) x (0.25 x Net Settlement Amount). Defendants agree this formula is reasonable and that the payments are designed to provide a fair settlement to each PAGA Member in light of the uncertainties regarding the penalties alleged to be owed and the calculation of such amounts.

G. **Tax Treatment of Settlement Payments.** All Individual Settlement Payments will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary. The payment of PAGA Counsel's Attorneys' Fees and Costs will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such forms.

H. **PAGA Member's Tax Liability.** Other than the reporting requirements set forth in this Agreement, the PAGA Members shall be responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Agreement. Counsel for Plaintiffs and Defendants make no representations, and it is understood and agreed that Counsel for Plaintiffs and Defendants have made no representations, as to the taxability of any portions of the Individual Settlement Payments

1 to any PAGA Member, the payment of any costs or an award of attorney fees, or any payments
2 to Plaintiffs. The PAGA Payment Letter (**Exhibit 1**) will inform PAGA Members of the
3 opportunity to seek their own tax advice in connection with their receipt of Individual Settlement
4 Payments.

5 I. **Defendants' Tax Liability.** The Parties do not expect there to be any employer
6 side taxes arising from this Settlement because this a settlement of a representative action for civil
7 penalties. If it is determined that employer side taxes exist on the Total Settlement Amount, such
8 taxes will be funded by the Total Settlement Amount.

9 J. **Waivers and Releases**

10 1) **PAGA Released Claims.** The claims settled, fully released and forever
11 discharged by the LWDA and the PAGA Members, including Plaintiffs, constitute any and all
12 claims for civil penalties under PAGA, Labor Code section 2698 et seq., that are asserted in, arise
13 from, or relate to the factual allegations and legal assertions made in the Actions ("PAGA
14 Released Claims"). The PAGA Released Claims include all claims and causes of action that
15 could have been asserted in the Actions based on the factual allegations and legal assertions
16 alleged, whether or not specifically delineated as a claim or cause of action in the Actions,
17 including but not limited to those alleged in all Plaintiffs' notices provided to the LWDA, the
18 operative Complaint in the Action, and any amended Complaint in the Action, including claims
19 that reasonably arise out of or arise in connection with the claims and facts alleged in the Action,
20 and any claims which could have reasonably been asserted in the Action arising from the alleged
21 facts and/or primary rights alleged to have been invaded, and any claims that are premised upon
22 or that allege claims for failure to pay all wages due, failure to provide minimum wages or pay
23 for all hours worked, including off-the-clock work, failure to pay straight time compensation,
24 overtime compensation, double-time compensation, failure to pay interest, failure to properly
25 calculate the regular rate of pay, failure to pay wages related to alleged illegal time rounding,
26 failure to provide meal and/or rest periods, failure to pay wages during employment and provide
27 timely pay at separation, failure to pay reporting time wages, failure to keep accurate time records,
28 failure to provide and maintain accurate itemized wage statements, failure to keep accurate

1 employee payroll records, failure to keep accurate employee timekeeping records, failure to
2 timely pay wages due during or at separation of employment, failure to reimburse for all necessary
3 business-related expenses, failure to provide paid sick leave at the proper rate, failure to provide
4 lawful, written commission agreements, failure to pay proper meal or rest period penalties, failure
5 to pay record keeping penalties, failure to pay wage statement penalties, failure to pay minimum-
6 wage penalties, failure to pay waiting-time penalties, and claims arising under or relating to the
7 alleged violations of California Labor Code sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204,
8 204b, 204.1, 204.2, 204.11, 205, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223,
9 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 450, 510, 511, 512, 516, 550, 551,
10 552, 558, 1174, 1174.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198,
11 2751; 2802, 2810.5, 2698 et seq., and 2699 et seq.), and applicable California Industrial Welfare
12 Commission (“IWC”) Wage Orders, including but not limited to IWC Wage Order No. 7 (Cal.
13 Code Regs., tit. 8, § 11070), against the Released Parties. The release extends to all remedies that
14 could be claimed for any PAGA Released Claims, including but not limited to statutory,
15 constitutional, contractual, and common law claims for interest, attorney fees and costs, injunctive
16 relief, punitive damages, liquidated damages, restitution, disgorgement, and civil and/or statutory
17 penalties, including under Labor Code sections 218.5, 203, 206, 226(e) and 558(a), which
18 includes penalties recoverable under PAGA in an amount equal to underpaid wages. Upon
19 approval of the Settlement, Plaintiff and the PAGA Members will be forever barred from pursuing
20 against the Released Parties any and all claims for civil penalties under PAGA based upon alleged
21 violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of law
22 alleged to have been violated in the Actions or that could have been alleged based upon the factual
23 allegations and legal assertions made in the Actions.

24 2) Exclusions to the PAGA Released Claims. The PAGA Released Claims
25 expressly exclude all individual claims of PAGA Members, other than the PAGA Released
26 Claims, including but not limited to claims for damages, claims for vested benefits, wrongful
27 termination, unemployment insurance, disability, social security, workers’ compensation, and any
28 other claims outside of the PAGA Released Claims arising during the Settlement Period to the

1 extent permitted by law.

2 3) PAGA Members are bound by the Settlement. Because the Action is
3 pursuant to PAGA, the Parties agree that no PAGA Member has the right to exclude themselves
4 from the Settlement. All PAGA Members will be bound by this Settlement Agreement, upon its
5 approval by the Court, regardless of whether they negotiate their settlement check.

6 4) Individual Release. As of the date of entry of Judgment, Plaintiffs fully
7 and finally release the Released Parties, from any and all claims, known and unknown, under
8 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law
9 Plaintiffs (or Plaintiffs' predecessors, successors, assigns, representatives, or authorized agents)
10 ever had, now has, or which Plaintiffs' heirs, assigns, executors or administrators hereafter can,
11 shall or may have, arising out of or relating in any way to any acts, circumstances, facts,
12 transactions, omissions, or other subject matters, based on facts occurring prior to the time
13 Plaintiffs execute this Agreement, including but not limited to claims arising from or related to
14 their employment with Defendants and their compensation while employees of Defendants
15 ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all
16 claims arising from or related to the Actions. Plaintiffs' Released Claims include but are not
17 limited to all claims for unpaid wages, including, but not limited to, failure to pay minimum
18 wages, straight time compensation, overtime compensation, double-time compensation, and
19 interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding;
20 missed meal period and rest-period wages; reimbursement for all necessary business expenses;
21 payment for all hours worked, including off-the-clock work; deductions; failure to pay wages
22 during employment and provide timely pay at separation; failure to pay reporting time pay; failure
23 to keep accurate records, including payroll, timekeeping, and itemized wage statements; failure
24 to provide paid sick leave at the required rate; unfair business practices; failure to provide lawful,
25 written commission agreements; penalties, including, but not limited to, recordkeeping penalties,
26 wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'
27 fees and costs. Plaintiffs' Released Claims include all claims arising under the California Labor
28 Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b,

204.1, 204.2, 204.11, 205, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 2751; 2802, 2810.5 2698 et seq., and 2699 et seq.); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Occupational Safety and Health Act (OSHA) (federal and California), the Worker Adjustment and Retraining Notification Act (federal and California), the American Rescue Plan Act (ARPA), the Families First Coronavirus Response Act (FFCRA), the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. (“ERISA”). Plaintiffs’ Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs’ Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs’ Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT**

WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs, however, understand that by signing this Agreement, they waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

(a) Release of ADEA Claims. The general release of claims by Plaintiffs Attaway and Montano in Section III.J.4 of this Agreement includes a release of any claim Plaintiffs Attaway and Montano may have under the federal Older Workers Benefit Protection Act (“OWBPA”) and/or the federal Age Discrimination In Employment Act of 1967 (“ADEA”). By signing this Agreement, Plaintiffs Attaway and Montano acknowledge that:

1. Plaintiffs Attaway and Montano have had a full twenty-one (21) days within which to consider Section III.J.4 of this Agreement before executing it or have freely and knowingly waived the right to consider Section III.J.4 of this Agreement for a full twenty-one (21) days by executing the Agreement before the expiration of the twenty-one (21)-day period;

2. Plaintiffs Attaway and Montano and Defendants agree that any changes, whether material or immaterial, to Section III.J.4 of this Agreement, do not restart the running of the twenty-one (21)-day period;

3. Plaintiffs Attaway and Montano have carefully read and fully understand all provisions of Section III.H.3 of this Agreement;

4. Plaintiffs Attaway and Montano knowingly and voluntarily

1 agree to all of the terms set forth in Section III.H.3 of this Agreement and agree to be legally
2 bound by all of the terms set forth in Section III.H.3 of this Agreement;

3 5. Plaintiffs Attaway and Montano have been and hereby are
4 advised in writing to consider the terms of Section III.H.3 of this Agreement and to consult with
5 an attorney;

6 6. Prior to signing this Agreement, Plaintiffs Attaway and
7 Montano have had the opportunity to consult with counsel of their choice concerning the terms
8 and conditions of section III.H.3 of this Agreement and have done so or freely chosen not to do
9 so;

10 7. Plaintiffs Attaway and Montano have a full seven (7) days
11 following the execution of this Agreement to revoke Section III.H.3 of this Agreement. To
12 revoke, they must deliver a written statement of revocation to Jennifer Redmond, Brian Fong, or
13 Robert Foster at jredmond@sheppardmullin.com, bfong@shppardmullin.com, or
14 rfoster@sheppardmullin.com, respectively, or at Four Embarcadero Center, 17th Floor, San
15 Francisco, CA 94111 no later than the seventh (7th) day after they signed this Agreement. If
16 Plaintiffs Attaway and/or Montano revoke within seven (7) days, they will not be entitled to their
17 respective Named Plaintiff's Service Payments, and Section III.J.4 of this agreement shall be null
18 and void as to the revoking Plaintiffs; and

19 8. Plaintiffs Attaway and Montano expressly understand that
20 among the various rights and claims being waived by Section III.J.4 of this Agreement are those
21 arising under the Age Discrimination in Employment Act (ADEA) of 1967 (29 U.S.C. § 621, et
22 seq.), but that any such claims that arise after the date of this Agreement are not waived. Although
23 Plaintiffs Attaway and Montano are releasing claims that they may have under the Older Workers
24 Benefit Protection Act (OWBPA) and ADEA, Plaintiffs Attaway and Montano understand that
25 they may challenge the knowing and voluntary nature of their release in Section III.H.3 of this
26 Agreement before a court, the EEOC, NLRB, or any other federal, state or local agency charged
27 with the enforcement of such employment laws.

28 K. **Settlement Administration**

1 1) Settlement Administrator's Duties in General. The Settlement
2 Administrator shall be responsible for: (a) processing the data provided by Defendants to be used
3 in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the
4 PAGA Members the PAGA Payment Letter (attached hereto as Exhibit 1), as well as following
5 up with reasonable skip tracing; (c) calculating and mailing Individual Settlement Payments to
6 PAGA Members; (d) filing any required federal and state tax forms and related agency reporting;
7 (e) filing any required reports with the Court; and (g) all other tasks described in this Agreement,
8 as to which the Parties mutually agree, and/or which the Court orders the Settlement
9 Administrator to perform. The Settlement Administrator will keep the list of PAGA Members
10 confidential, use it only for the purposes described herein, take adequate safeguards to protect
11 confidential or private information and return or certify the destruction of the information upon
12 completion of the Settlement Administration process.

13 2) Delivery of the PAGA Members List. Within fifteen (15) days after the
14 Effective Date, Alliance shall provide to the Settlement Administrator a list of PAGA Members
15 that identifies for each PAGA Member his/her Social Security number, last known address, home
16 telephone and phone numbers, the dates of his/her employment with Alliance during the
17 Settlement Period, and the number of Pay Periods for each PAGA Member. Defendants agree to
18 consult with the Settlement Administrator as required to provide the list in a format reasonably
19 acceptable for the performance of the duties of the Settlement Administrator. The Settlement
20 Administrator will keep the list confidential, use it only for the purposes described herein, take
21 adequate safeguards to protect confidential or private information and return or certify the
22 destruction of the information upon completion of the Settlement Administration process. The
23 list of PAGA Members shall not be shared with Plaintiffs or their counsel

24 3) Funding of the Total Settlement Amount. The Total Settlement Amount
25 shall be deposited with the Settlement Administrator within seven (7) calendar days of the
26 Effective Date. However, no funds will be distributed to anyone until all deadlines to appeal have
27 passed, or if an appeal is filed, after all appeals have been resolved without impacting the
28 effectiveness of this Settlement, whichever is later.

1 4) Distribution of Settlement Payments. Within seven (7) days after all
2 deadlines to appeal the Settlement have passed, or if an appeal is filed, after all appeals have been
3 resolved without impacting the effectiveness of this Settlement, whichever is later, the Settlement
4 Administrator shall issue payments to: a) the PAGA Members; b) the LWDA; and c) PAGA
5 Counsel for the Attorneys' Fees and Costs payment. The Settlement Administrator will mail
6 Individual Settlement Payments to the PAGA Members, along with the PAGA Payment Letter
7 (attached as **Exhibit 1**), via regular First-Class U.S. Mail, using the most current, known mailing
8 addresses identified in the PAGA Member List. The Settlement Administrator will also issue a
9 payment to itself for Court-approved services performed in connection with the Settlement on the
10 tenth (10th) day after the Effective Date. The Settlement Administrator shall perform a skip trace
11 and re-mail any PAGA Payment returned by the Post Office with a forwarding address.

12 5) Reports Regarding Settlement Administration. The Settlement
13 Administrator will provide Defendants' Counsel and Plaintiff's Counsel reports regarding the
14 administration of the Settlement Agreement as needed or requested.

15 6) Procedures for Uncashed Checks. Checks for Individual Settlement
16 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
17 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
18 day period, the Settlement Administrator shall take all reasonable efforts to identify the PAGA
19 Member's correct address, including the performance of a "skip-trace." If an updated address
20 can be identified, the Settlement Administrator shall issue another check to the PAGA Members
21 and mail it to the PAGA Members at his or her updated address. A PAGA Member who failed
22 to receive their Individual Settlement Payment check despite the procedures described herein shall
23 nevertheless remain bound by the Settlement and the release of the PAGA Released Claims
24 contained herein. The funds represented by Individual Settlement Payment checks remaining
25 uncashed for more than 180 days after issuance (collectively, the "Uncashed Settlement Checks")
26 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed
27 or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue").
28 The Unpaid Residue plus accrued interest shall be remitted to the State Controller's Office,

Unclaimed Property Fund in the name of each PAGA Members.

7) Administration of Taxes by the Settlement Administrator. Before or concurrent with Plaintiffs' filing of this Agreement for approval, PAGA Counsel will send this agreement to the LWDA pursuant to Section 2699(1)(2) of the California Labor Code.

8) Declaration of Payment. Within sixty (60) calendar days after the Effective Date, the Settlement Administrator shall prepare a declaration of payment stating that all payments required under the Settlement have been made. PAGA Counsel shall file the Settlement Administrator's declaration with the Court if requested by the Court.

9) Declaration Regarding Uncashed Settlement Check Funds. Within ten (10) calendar days after the date the Settlement Administrator transfers the Unpaid Residue to the State Controller's Office, Unclaimed Property Fund, the Settlement Administrator will prepare a declaration stating the total amount of funds represented by the Uncashed Settlement Checks and confirming that the procedures for the treatment of Uncashed Settlement Checks established by this Agreement have been followed. PAGA Counsel shall file the Settlement Administrator's declaration with the Court if requested by the Court.

L. **Miscellaneous Provisions.**

1) Acknowledgement That The Settlement Is Fair, Adequate, And Reasonable. The Parties and their respective counsel believe that this Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arm's length negotiations, taking into account all relevant factors, present and potential.

2) Consolidation of the Action. The Parties agree to the consolidation of all lawsuits contained in the Action as defined in section I(A) of this Agreement in order to resolve the Action. The Parties hereby expressly acknowledge that Plaintiff Woods will dismiss without prejudice the Woods Action after the consolidated complaint in the Attaway Action is filed, thereby consolidating all Plaintiffs' claims for purposes of effectuating the consolidation and streamlining the settlement process. The Parties agree that whether or not the Court finally approves the Settlement, the allegations of Plaintiff Woods will relate back to the filing dates of her PAGA Notice with the LWDA pursuant to Labor Code section 2699.3, and Defendants will

1 be estopped from making any argument that there is any adverse effect on the statute of limitations
2 caused by her dismissal of her respective PAGA Actions without prejudice to effectuate this
3 consolidation.

4 3) Amendment of the Attaway PAGA Notice and Operative Complaint:

5 Within ten (10) days of the full execution of this Agreement, Plaintiff Woods will file a request
6 for dismissal without prejudice of Greystar Real Estate Partners, LLC. Within fifteen (15) days
7 of the full execution of this Agreement, Plaintiff Attaway agrees to amend her LWDA letter by
8 adding Plaintiff Woods, adding claims brought by Plaintiff Woods that Plaintiffs Attaway and
9 Montano did not bring, and seeking PAGA penalties on behalf of any non-exempt hourly
10 employees of Alliance in California who worked from January 15, 2019 to the present. After
11 filing the amended LWDA letter, Plaintiff Attaway will amend the operative complaint in the
12 Attaway coordinated action as necessary to comport with the release of the PAGA Released
13 Claims set forth above. Alliance will stipulate to and not oppose Attaway's request to amend the
14 operative complaint in the current coordinated action to comport with the PAGA Released
15 Claims. For the limited purpose of Settlement, Alliance waives the affirmative defense of
16 administrative exhaustion as to these claims. Upon the Court granting the stipulation to amend
17 the operative complaint to add Plaintiff Woods, Plaintiffs Woods and Montano will file a request
18 for dismissal without prejudice of the Woods Action and the Montano Action, respectively, to
19 allow approval of the Settlement to proceed exclusively in the Attaway Action.

20 4) Mutual Cooperation. The Parties and their counsel will cooperate with

21 each other and use their best efforts to affect the implementation of the Settlement. Such
22 cooperation shall include, but is not limited to, execution of such other documents and the taking
23 of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The
24 Parties shall use their best efforts, including all efforts contemplated by this Agreement and any
25 other efforts that may become necessary by Court Order, or otherwise, to effectuate this
26 Agreement and the terms set forth herein.

27 5) No Admissions By The Parties. Plaintiffs have claimed and continue to

28 claim that the PAGA Released Claims have merit and give rise to liability on the part of

1 Defendants. Defendants claim that the PAGA Released Claims have no merit and do not give
2 rise to liability. This Agreement is a compromise of disputed claims. This Agreement and
3 compliance with this Agreement shall not be construed as an admission by Defendants of any
4 liability whatsoever, or as admission by Defendants of any violations of Plaintiffs' and/or any
5 PAGA Member's rights, and/or violation of any order, law, statute, duty or contract whatsoever.
6 Defendants specifically disclaim any liability to Plaintiffs or any other PAGA Members for any
7 alleged violation of their rights, or for any alleged violation of any order, law, statute, duty or
8 contract, or for any allegation in the Action.

9 6) No Press. The Parties and their counsel agree that they will not issue any
10 press releases, announcements, firm website posts, social media posts, or other forms of
11 publication related to this Settlement (including without limitation on social media), initiate any
12 contact with the press, respond to any press inquiry or have any communications with the press
13 about the facts, amount or terms of the Settlement prior to approval. Plaintiffs and PAGA Counsel
14 agree that, prior to final court-approval of the Settlement, they will keep the terms of the
15 Settlement confidential except for purposes of communicating with each other only. From and
16 after approval of the Settlement, Plaintiffs and PAGA Counsel may: (1) as required by law; (2)
17 as required under the terms of the Settlement; or (3) as required under counsel's duties and
18 responsibilities as PAGA Counsel, comment regarding the specific terms of the Settlement. In
19 all other cases, Plaintiffs and PAGA Counsel agree to limit their statements regarding the terms
20 of the Settlement, whether oral, written or electronic (including the world wide web or social
21 media), to say the Action has been resolved and that Plaintiffs and PAGA Counsel are satisfied
22 with the settlement terms. Nothing in this Paragraph is intended to interfere with PAGA
23 Counsel's duties and obligations to faithfully discharge their duties as PAGA Counsel, including
24 but not limited to, communicating with PAGA Members regarding the Settlement to the extent
25 required by law. Nothing in this Paragraph is intended to interfere with the Settlement
26 Administrator's duties and obligations to provide notice of the final judgment, should such notice
27 be ordered by the Court as a condition of approval of the Settlement.

28 7) Amendment Or Modification. This Agreement, and any and all parts of it,

1 may be amended, modified, changed, or waived only by an express written instrument signed by
2 all Parties or their successors-in-interest.

3 8) Mutual Drafting Of Agreement. The Parties agree that the terms of this
4 Agreement and the accompanying exhibits are the result of substantial, arm's-length negotiations,
5 and that this Agreement shall not be construed in favor of or against any of the Parties by reason
6 of the extent to which any of the Parties or their respective counsel participated in the drafting of
7 this Agreement.

8 9) Attorney Authorization. Counsel for the Parties warrant and represent that
9 they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
10 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
11 and to execute any other documents required to effectuate the terms of this Settlement.

12 10) Binding On Successors And Assigns. This Agreement is binding upon,
13 and inures to the benefit of, the Parties' successors and assigns.

14 11) Governing Law. This Agreement shall be governed by and interpreted
15 according to the laws of the State of California.

16 12) Exhibit(s) Incorporated By Reference. The terms of this Agreement
17 include the terms set forth in any attached exhibit(s), which are incorporated by this reference as
18 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

19 13) Invalidity Of Any Provision. Before declaring any provision of this
20 Agreement invalid, the Court shall first attempt to construe the provision(s) valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this
22 Settlement valid and enforceable.

23 14) Notices. Whenever this Agreement requires or contemplates that one of
24 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
25 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
26 address of the Party's counsel appearing in this Agreement.

27 15) Jurisdiction Of The Court. The Parties agree that the Court shall retain
28 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of

1 this Agreement and all orders and judgments entered in connection therewith, and the Parties and
2 their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
3 implementing, and enforcing the settlement embodied in this Agreement and all orders and
4 judgments entered in connection therewith.

5 16) Binding Agreement. The Parties intend that this Agreement shall be fully
6 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
7 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
8 otherwise might apply under federal or state law.

9 17) Entire Agreement. This Agreement and any attached exhibits constitute
10 the entirety of the Parties' settlement terms as it pertains to this subject matter (i.e., settlement
11 and release of the PAGA Released Claims by PAGA Members). No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains
13 to this limited subject matter.

14 18) Counterparts. This Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
16 of the signature page, will be deemed to be one and the same instrument provided that counsel
17 for the Parties to this Agreement exchange among themselves copies or originals of the signed
18 counterparts.

19 19) Advice of Counsel: The Parties to this Agreement are represented by
20 competent counsel, and they have had an opportunity to consult with counsel. The Parties to this
21 Agreement agree that it reflects their good faith compromise of the claims raised in the Action,
22 based upon their assessment of the mutual risks and costs of further litigation and the assessments
23 of their respective counsel.

24 20) Parties' Authority. The signatories to this Agreement, including any
25 person executing on behalf of a corporate signatory, warrant and represent that they are fully
26 authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions
27 of the Agreement.

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IT IS SO AGREED:

Dated: _____

Mahogani Woods

Dated: _____

Tanaia Attaway

Dated: _____

Armando Montano

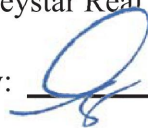
Dated: _____

Greystar ARC Residential, LLC f/k/a
Alliance Residential, LLC

By: _____

Dated: October 26, 2022

Greystar Real Estate Partners, LLC

By:  _____ J. Derek Ramsey

1 IT IS SO AGREED:

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4 Dated: 10/24/2022

DocuSigned by:
Mahogani L. Woods
552CC3C45D4F470...
Mahogani Woods

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6 Dated: _____

Tanaia Attaway

7
8
9 Dated: _____

Armando Montano

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11
12 Dated: _____

Greystar ARC Residential, LLC f/k/a
Alliance Residential, LLC

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14
15 Dated: _____

By: _____

Greystar Real Estate Partners, LLC

By: _____

1 IT IS SO AGREED:

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Mahogani Woods

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6 Dated: 9/27/2022 _____

DocuSigned by:

Tanaia Attaway

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Tanaia Attaway

7
8 Dated: 10/12/2022 _____

Armando Montano (Oct 12, 2022 18:00 PDT)

Armando Montano

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12 Dated: _____

Greystar ARC Residential, LLC f/k/a
Alliance Residential, LLC

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14 By: _____

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Greystar Real Estate Partners, LLC

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17 By: _____

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IT IS SO AGREED:

Dated: _____

Mahogani Woods

Dated: _____

Tanaia Attaway

Dated: _____

Armando Montano

Dated: 10/31/22

Greystar ARC Residential, LLC f/k/a
Alliance Residential, LLC

By:  _____

Dated: October 26, 2022

Greystar Real Estate Partners, LLC

By:  J. Derek Ramsey

1 AGREED TO BY PLAINTIFFS' COUNSEL:

2 Dated: November 7, 2022

JAMES HAWKINS, APLC



JAMES R. HAWKINS

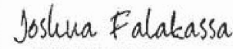
Attorneys for Plaintiff MAHOGANI WOODS

3
4
5
6 9/26/2022 9/26/2022

7 Dated: _____

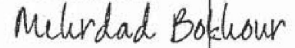
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, PC

8 DocuSigned by:



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DocuSigned by:



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10 MEHRDAD BOKHOUR,
JOSHUA FALAKASSA

Attorneys for Plaintiff TANAIA ATTAWAY

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12 Dated: October 25, 2022

HAINES LAW GROUP, APC



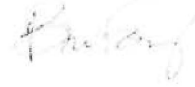
15 PAUL K. HAINES

16 Attorneys for Plaintiff ARMANDO
MONTANO

1 APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

2 Dated: October 31, 2022

SHEPPARD MULLIN RICHTER &
HAMPTON



5 JENNIFER G. REDMOND
6 BRIAN S. FONG
7 ROBERT K. FOSTER
Attorneys for Defendants
8 ALLIANCE RESIDENTIAL, LLC
GREYSTAR REAL ESTATE PARTNERS,
9 LLC

10
11 Dated: 11/2/2022

LITTLER MENDELSON P.C.

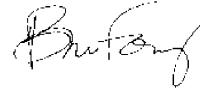


13 BENJAMIN A. EMMERT
14 Attorneys for Defendant
15 ALLIANCE RESIDENTIAL, LLC
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1 APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

2 Dated: October 31, 2022

SHEPPARD MULLIN RICHTER &
HAMPTON

4 

5 _____
JENNIFER G. REDMOND
6 BRIAN S. FONG
7 ROBERT K. FOSTER
Attorneys for Defendants
8 ALLIANCE RESIDENTIAL, LLC
GREYSTAR REAL ESTATE PARTNERS,
9 LLC

10
11 Dated: _____

LITTLER MENDELSON P.C.

13 _____
14 BENJAMIN A. EMMERT
Attorneys for Defendant
15 ALLIANCE RESIDENTIAL, LLC
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EXHIBIT “B”



Mehrdad Bokhour <mehrdad@bokhourlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: mehrdad@bokhourlaw.com

Thu, Apr 27, 2023 at 10:45 PM

04/27/2023 10:44:52 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT “C”

NOTICE OF SETTLEMENT OF ALLIANCE RESIDENTIAL'S CONSOLIDATED PAGA CASES
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
CASE NO.: JCCP NO. 5173

[date]

Dear [name]:

The enclosed check is your proportional share of the California Private Attorneys General Act ("PAGA") settlement payment in the *Tanaia Attaway v. Alliance Residential, LLC* consolidated lawsuits (Case No. 20CV365134) filed in the Santa Clara Superior Court. You are receiving this check because you are or were employed in California as an hourly, non-exempt employee by Alliance Residential, LLC between January 15, 2019 and May 24, 2023.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact the Settlement Administrator at [redacted].

Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Settlement Administrator