

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement is made and entered into by and between Plaintiff GIOVANNI MIMS (“Mims” or “Plaintiff”) as an individual and on behalf of others similarly situated, and Defendants AMLI MANAGEMENT COMPANY (“AMLI Management”), AMLI RESIDENTIAL PARTNERS, LLC (“AMLI Partners”), and AMLI RESIDENTIAL PROPERTIES, L.P. (“AMLI Properties”) (collectively, “Defendants”).

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “Action” means *Giovanni Mims v. AMLI Management Company et al.*, Case No. 4:20-cv-03841-JSW, pending in the United States District Court for the Northern District of California (filed February 5, 2020 and subsequently removed to federal court on June 11, 2020).
2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.
3. “Claims Administrator” means _____.
4. “Class” or “Class Member(s)” means all current and former non-exempt employees of Defendants in the State of California during the period of February 5, 2016 through December 8, 2021 or the date of Preliminary Approval, whichever is earlier. It has been determined that there are approximately 165 individuals that comprise the Class who have worked a total of approximately 17,000 workweeks during the Class Period.
5. “Class Counsel” means Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh Law Group.
6. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendants agree not to oppose Class Counsel Award of up to one-third (1/3) of the Gross Settlement Amount (\$667,500.00), i.e. the sum of Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00), and costs in the amount of up to Twenty Thousand Dollars (\$20,000)(but not more than costs actually incurred), subject to the Court finally approving this Settlement.

7. “Class List and Data” means information regarding all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Claims Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet or equivalent and shall include each Class Member’s: full name; employee number; most recent mailing address; social security number; and the number of workweeks worked during the Class Period.

8. “Class Period” means the period from February 5, 2016 through December 8, 2021 or the date of Preliminary Approval, whichever is earlier.

9. “Class Representative” or “Plaintiff” means Plaintiff Giovanni Mims.

10. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that the Class Representative Enhancement Payment shall not exceed Five Thousand Dollars (\$5,000.00).

11. “Complaint” means the First Amended Complaint filed by Plaintiff Giovanni Mims in this Action on or about May 13, 2020.

12. “Counsel for Defendant” or “Defense Counsel” means Michael R. Phillips and Kerri H. Sakaue of the law firm of McGuireWoods LLP.

13. “Court” means the United States District Court for the Northern District of California, or any other court taking jurisdiction of the Action.

14. “Defendants” means Defendants AMLI Management Company (“AMLI Management”), AMLI Residential Partners, LLC (“AMLI Partners”), and AMLI Residential Properties, L.P. (“AMLI Properties”), including their respective predecessors, if any, as well as each of their respective predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

15. “Effective Date” means: the latter of the following: (1) the date the Court grants Final Approval if no valid objections have been filed; (2) if one or more valid objections have

been filed but no appellate proceedings have been initiated, thirty (30) days after the date the Court enters an order granting final approval of the Settlement; or (3) if one or more valid objections have been filed, and an appeal, writ, or other appellate proceeding has been initiated, the date on which any appeal, writ, or other appellate proceedings has been finally and conclusively dismissed with no right to pursue further remedies or relief.

16. “FCRA Action” shall mean the case styled *Giovanni Mims v. AMLI Management Company, et al*, No. 4:20-cv-01719-JSW, in which Plaintiff asserts classwide claims against Defendants under the Fair Credit Reporting Act.

17. “Final Approval” means that the Final Approval Order has been entered by the Court.

18. “Gross Settlement Amount” means the maximum settlement amount of Six Hundred Sixty-Seven Thousand Five Hundred Dollars (\$667,500.00) to be paid by Defendants as a result of this Agreement. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Claims Administrator, the PAGA Payment (including LWDA payment), interest, and Class Counsel Award.

19. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

20. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

21. “Notice of Objection” means a Class Member’s written objection to the Settlement. A valid Notice of Objection should include: (a) the objector’s full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Claims Administrator at the specified address indicated in the Notice Packet, and should be postmarked on or before the Response Deadline.

22. “Notice Packet” means the Notice of Proposed Class and Representative Action Settlement and Final Fairness and Approval Hearing, substantially in the form attached as **Exhibit A**.

23. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). The Parties have agreed that Forty-Five Thousand Dollars (\$45,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to PAGA, seventy-five percent (75%), *i.e.* the sum of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00), of the PAGA Payment shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25%, *i.e.* the sum of Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), of the PAGA Payment shall be part of the Net Settlement Amount to be distributed to Class Members who were employed within the PAGA time period. The PAGA Payment will be made to Class Members who were employed within the PAGA time period whether or not they request exclusion from the Settlement. There will be no right for such Class Members to opt out of the PAGA portion of the Settlement. This settlement will be forwarded to the LWDA by Class Counsel or the Claims Administrator and any reallocation of settlement proceeds to increase the PAGA payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

24. PAGA Time Period means February 4, 2019 through December 8, 2021 or the date of preliminary approval whichever is earlier.

25. “Parties” means Plaintiff, on behalf of himself and Participating Class Members, and Defendants collectively.

26. “Participating Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

27. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

28. “Released Claims” means any and all claims, debts, penalties, liabilities, demands,

obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances as alleged in the operative Complaint that accrued during the Class Period, whichever is earlier, including without limitation, all claims for the following: any claims for rest break violations, overtime wages, failure to pay vacation pay or claims related to wage statements, failure to pay final wages upon termination under the California Labor Code (the "Labor Code"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, PAGA and any other applicable state and municipal law (including common law, statutes, ordinances, and regulations); any claims related to any of the foregoing for liquidated, exemplary, or punitive damages, or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for interest and attorneys' fees and costs.

29. "Released Parties" means Defendants, as well as their respective predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

30. "Request for Exclusion" means a valid, timely, written request by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Claims Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Response Deadline.

31. "Response Deadline" means forty-five (45) days after the Claims Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit a Request for Exclusion.

32. "Settlement" means the agreement among the Parties to resolve the Action, as set

forth in this Stipulation.

33. “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Claims Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated at _____ Thousand Dollars (\$____,000.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount. However, the Parties hereby acknowledge that the Settlement Administration Costs may increase above the current estimate of _____ Thousand Dollars (\$____,000.00) and that any such additional Settlement Administration Costs that are approved by counsel for the Parties shall be deducted from the Gross Settlement Amount.

34. “Settlement Payment Check” means the payment to Participating Class Members pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement, which shall be mailed within ten (10) business days after receipt of funds from Defendants as set forth in Paragraph 63.

RECITALS

35. This Settlement is made and entered into by and between Plaintiff and Defendants, and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. Defendants deny that they are liable to Plaintiff or the Class Members and deny that they have violated any law.

36. On or about February 4, 2020, Plaintiff filed a notice with the Labor & Workforce Development Agency (“LWDA”) alleging that Defendants violated Labor Code sections 201, 202, 203, 223, 226, 226.7, 227.3, 256, 558, 1197, 1197.1, 1198, and 1199, pursuant to Labor Code section 2699.

37. On May 13, 2020, Plaintiff filed the Complaint in the Superior Court for the County of Alameda, California (the “State Court”). The Complaint alleges seven causes of action: (1) violation of Labor Code sections 204, 223, 226.7 and 1198; (2) violation of Labor Code sections 223, 510, 1194, 1197, and 1198; (3) violation of Labor Code section 227.3; (4) violation of Labor Code section 226; (5) violation of Labor Code sections 201–203, (6) California Business &

Professions Code section 17200, *et seq.*; and (7) violation of Labor Code section 2698 *et seq.* As alleged in the Complaint, Plaintiff seeks to represent the Class and other aggrieved employees. Plaintiff further seeks damages, penalties, attorneys' fees and costs.

38. Defendants timely removed this Action to federal court after Plaintiff filed the Complaint. Shortly after removal, the Parties agreed to participate in private mediation. In connection with the mediation, Defendants produced data relating to the number of Class Members, total workweeks worked, and other metrics which allowed Plaintiff to conduct a full damage analysis.

39. On November 10, 2020, the Parties engaged in an all-day mediation session with a private mediator. After the exchange of data and materials and extended negotiations, Plaintiff and Defendants reached a class-wide settlement agreement that resulted from arm's length negotiations that included the mediation session. In sum, Plaintiff and his counsel had sufficient information to assess this Action.

40. The case did not resolve at mediation but resolved shortly thereafter based upon a mediator's proposal.

41. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

TERMS OF AGREEMENT

42. Settlement Consideration. Defendants shall pay the sum of the Gross Settlement Amount of Six Hundred Sixty-Seven Thousand Five Hundred Dollars (\$667,500.00) as specified in this Agreement in full satisfaction of all claims arising from the Action, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4) Settlement Administration Costs to the Claims Administrator; and (5) the PAGA Payment (including LWDA payment). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Amount as specified in this Agreement.

43. Funding of the Gross Settlement Amount. Within fourteen (14) days after the

Effective Date, Defendants shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Claims Administrator. The QSF shall be an interest-bearing account at a federally-insured bank that is mutually acceptable to the Parties and the Claims Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-registered money market fund investing exclusively in U.S. Treasury securities with average maturities of less than 90 days and rated AAA by Standard & Poor’s. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Claims Administrator as such. With respect to the QSF, the Claims Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Claims Administration Expenses. The Parties and the Claims Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Claims Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

44. Class Counsel Award. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount, i.e., the sum of Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00), and costs in the amount of up to Twenty Thousand Dollars (\$20,000)(but not more than the amount

actually incurred), which shall be paid from the Gross Settlement Amount. The Claims Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

45. Class Representative Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of up to Five Thousand Dollars (\$5,000.00). The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Participating Class Member. The Claims Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Enhancement Payment and shall indemnify Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

46. Settlement Administration Costs. The Claims Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at ___ Thousand Dollars (\$___,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

47. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Forty-Five Thousand Dollars (\$45,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay

seventy-five percent (75%) of the PAGA payment, i.e. the sum of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00), to the LWDA. The remaining twenty-five percent (25%), i.e., the sum of Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), shall be part of the Net Settlement Amount to be distributed to Participating Class Members who were employed during the PAGA Time Period as per this Agreement.

48. Calculation of Individual Settlement Payments. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Agreement. The Claims Administrator will allocate the Individual Settlement Payments by paying Participating Class Members a pro rata share of the Net Settlement Amount based on their pro-rata share of class workweeks, and paying Class Members who were employed during the PAGA time period a pro rata share of the portion of the Net Settlement Amount allocated to PAGA civil penalties based on their pro-rata share of workweeks during the PAGA time period. Defendants maintain no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Claims Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member (but not the PAGA Payment to Class Members) so that the amount actually distributed equals 100% of the Net Settlement Amount.

49. Tax Treatment. Exclusive of the PAGA Payment, fifty percent (50%) of each Individual Settlement Payment shall be allocated as payment for alleged unpaid wages, and fifty percent (50%) shall be allocated as alleged unpaid civil and statutory penalties, exemplary damages, and interest. The PAGA Payments shall be classified 100% as penalties. The portion allocated to wages shall be reported on an IRS Form W-2, with applicable withholdings, and the portions allocated to interest, exemplary damages, and penalties shall be reported on an IRS Form-1099. Defendants shall solely be responsible for funding the employer portion of the payroll taxes within ten (10) business days of receiving a calculation from the Claims Administrator of the total amount of the employer portion of payroll taxes. The Enhancement Payment shall be reported on an IRS Form-1099.

Defendants make no representation as to the tax treatment or legal effect of the payments called for in this Agreement, and Plaintiff and Participating Class Members are not relying on any

statement, representation, or calculation by Defendants. Plaintiff and Participating Class Members understand and agree that, except for Defendants' payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Plaintiff, Class Counsel and Participating Class Members shall be solely and legally responsible for correctly characterizing the payments they receive pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received

50. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

AGREEMENT.

51. Issuance of Tax Forms. The Claims Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator shall also be responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement to the appropriate government authorities. All expenses and costs incurred by, or at the direction of, the Claims Administrator in connection with the operation and implementation of this Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or failing to file the informational and other tax returns described in this Agreement) shall be treated as, and considered to be, costs of administration of this Settlement and thus part of the Administration Costs.

52. Issuance of Tax Forms. The Claims Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator shall also be responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement to the appropriate government authorities.

53. Calculation of Gross Settlement Amount. The Gross Settlement Amount was calculated with, and is premised on, approximately 165 Class Members eligible to participate in the Settlement, and approximately 17,000 workweeks worked by Class Members during the Class Period. If the number of workweeks worked by Class Members during the Class Period increases by 10% or more, the Gross Settlement Amount shall be proportionally increased by the amount in excess of 10% (e.g. if the actual workweeks worked by Class Members were 15% greater than 17,000 workweeks, the Gross Settlement Amount will increase by 15%).

54. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, the Enhancement Payment made to Plaintiff, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which Plaintiff or any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,

vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment or the Class Representative Enhancement Payment paid to Participating Class Members or Plaintiff under the terms of this Agreement do not represent any modification of Participating Class Members' or Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program, sponsored by Defendants. Further, any Individual Settlement Payments or the Class Representative Enhancement Payment paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendants.

55. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Claims Administrator shall provide the following services: (a) calculate each Class Member's potential Individual Settlement Payment from the Net Settlement Amount and applicable withholdings; (b) prepare and mail the Notice of Settlement; (c) take appropriate steps to trace, update and locate any Class Member whose address or contact information as provided to the Claims Administrator is inaccurate or outdated; (d) provide to Class Counsel and Defendants' counsel a weekly report of the progress and completion of tasks identified in this Agreement; (e) establish and maintain prior to disbursement all settlement funds in a qualified settlement fund; (f) issue and distribute all payments provided for in this Agreement, including the Individual Settlement Payments; (g) report the payments made pursuant to this Agreement as required on a W-2, Form 1099 or other applicable forms; and (h) calculate Defendants' share of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated to unpaid wages.

56. Delivery of the Class List and Data. Within fifteen (15) calendar days of Preliminary Approval, Defendants shall provide the Class List and Data to the Claims Administrator.

57. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class List and Data from Defendant, the Claims Administrator shall mail a Notice Packet to all

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

58. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

59. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (5) the dates that comprise the Class Period; (6) instructions on how to submit valid Requests for Exclusion, or objections; (7) the deadlines by which the Class Member must submit a Request for Exclusion or Notice of Objection to the Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The Notice Packet will also inform Class Members that, in order to receive the Individual Settlement Payment, they do not need to do anything except keep the Claims Administrator apprised of their current mailing addresses.

60. Re-Mailing of Returned Notices. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Claims Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended by up to fifteen (15) days from the original Response Deadline.

61. Request for Exclusion Procedures. Any Class Member may opt-out from the Settlement (except as to the PAGA claims) by submitting a written Request for Exclusion to the Claims Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain the name, address, telephone number, and the last four digits of the Social Security Number of the person requesting exclusion; (2) clearly state that the Class Member does not wish to be

included in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Claims Administrator at the specified address; and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Action and not be bound by this Agreement. Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be entitled to any payments under this Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms of the Settlement to the fullest possible extent, if the Settlement is granted final approval by the Court. Upon request, the Claims Administrator shall provide counsel for Defendants with a complete list of all Class Members who have timely submitted an Exclusion Form.

62. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

63. Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should return by mail a written statement of objection to the Claims Administrator at the specified address by the Response Deadline. The Notice of Objection should include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. Class Members who submit a timely Notice of Objection will have the right to appear at the final approval hearing to have their objections heard by the Court, at their own expense. However, any Class Member who does not submit a Notice of Objection in compliance with this section may nevertheless appear at the final approval hearing and present an oral objection to the Settlement. Any Class Member who does not submit a Notice of Objection in compliance with this section, or who does not appear at the final approval hearing and present an oral objection to the Settlement, shall be deemed to have

waived any objection(s), shall be conclusively deemed a Participating Class Member, and shall be precluded from making any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

64. Defendants' Right To Rescind. If more than ten percent (10%) of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendants have the unilateral right in their sole discretion to rescind the Settlement Agreement and the Confidential Memorandum of Understanding of Settlement dated on or around June 8, 2021 ("MOU"), and upon such rescission, this Stipulation of Settlement and MOU entered into by the Parties shall be thereafter null and void. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out. If Defendants exercise their option to rescind, Defendants shall: (a) provide written notice to Class Counsel at least ten (10) business days prior to the final approval hearing, provided Defendants have been provided notice of all such opt outs, and (b) pay all Settlement Administration Costs incurred by the Claims Administrator up to the date of Defendants' notice to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

65. Claims Administrator's Reports of Information. The Claims Administrator shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted valid Requests for Exclusion. Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested. The Claims Administrator shall also forward to Parties' counsel and file with the Court any Notices of Objection received immediately upon receipt. Further, if requested by Parties' counsel, the Claims Administrator shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

66. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of Defendants funding the Gross Settlement Amount, the Claims Administrator shall issue

payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency; (3) Plaintiff; and (4) Class Counsel. The Claims Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

67. Uncashed Settlement Payment Checks. Any checks issued by the Claims Administrator to Class Members shall be negotiable for not less than one hundred and twenty (120) days from the date of their issuance. This is a non-reversionary settlement. All Individual Settlement Payments to Class Members that remain un-cashed within one hundred twenty (120) days of the mailing of Settlement Payment Checks by the Claims Administrator shall escheat to the California State Controller's office as unclaimed funds, or to a cy pres designee subject to Court approval. Any failure of a Class Member to cash or deposit a Settlement Payment Check shall not affect the enforceability of the release of all Released Claims by Class Members, as the Parties agree that valid consideration for the release is the offer of monetary consideration by means of the offer of settlement and mailing of Settlement Payment Checks.

68. Certification of Completion. Upon completion of administration of the Settlement, the Claims Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

69. Administration Costs if Settlement Fails or is Delayed. If an objection to the Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if the Settlement is voided or rescinded, any costs incurred by the Claims Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

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

71. Release of Claims by Participating Class Members. Upon the Effective Date, for and in consideration of the mutual promises, terms and conditions by and between the Participating Class Members and Defendants set forth herein, the sufficiency of which consideration is expressly acknowledged, the Participating Class Members do hereby fully, finally and forever release and discharge the Released Parties from any and all Released Claims. The

Participating Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Participating Class Members have released herein. Nothing in this Agreement shall be construed to require Participating Class Members to waive or release rights which may not be waived or released as a matter of applicable law. This release is final and binding on all Participating Class Members.

72. Acknowledgment of Payment of All Wages by Participating Class Members. As a result of their receipt of the Individual Settlement Payments pursuant to the Settlement, Participating Class Members represent and warrant that they have received any and all compensation to which they may have been entitled, including wages or any other compensation, and that, other than the allegations in this Action, Participating Class Members are not aware of any other facts or circumstances constituting a violation by the Released Parties of any federal, state, or local law regarding the payment of wages, bonuses, or any other type of compensation.

73. General Release of Claims by Plaintiff. Upon the Effective Date, Plaintiff will be deemed to have forever discharged and released the Released Parties from any and all claims, known and unknown, asserted or unasserted, which he has or may have against the Released Parties as of the date of Preliminary Approval, including, but not limited to, all Released Claims released by the Participating Class Members, and any claim under any type of federal, state or local law, regulation, statute, constitutional provision and/or common law doctrine which in any way arise out of, relate to or are connected with Plaintiff's employment with Defendants, or the termination or separation of that employment (the "General Release of Claims"). This General Release of Claims includes claims that, for example, may have arisen under any of the following statutes or common law doctrines:

- a. Anti-Discrimination Statutes, such as the California Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq., which prohibits discrimination in employment based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, veterans status, sexual orientation, sex or age; Cal. Labor Code Section 923, which prohibits retaliation against an employee for engaging in protected concerted activity; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866 and Executive Order No. 11246, which prohibit discrimination based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination against the disabled.

- b. Federal Employment Statutes, such as the Worker Adjustment and Retraining Notification Act (the WARN Act), which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974, which, among other things, protects pension or health plan benefits; and the Fair Labor Standards Act of 1938, codified in Title 29 of the United States Code, Section 201, et seq., which regulates wage and hour matters, to the fullest extent that such claims can be waived or released by private agreement without court or administrative agency approval or supervision.
- c. Other Laws, such as any federal, state or local laws restricting an employer's right to terminate employees or otherwise regulating employment; or enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; California Labor Code Sections 200, et seq., relating to salary, commission, compensation, benefits and other matters; any applicable California Industrial Welfare Commission Wage Order; the California Unfair Competition Law ("UCL") codified in California Business & Professions Code Section 17200, et seq.; and any other federal, state or local laws, whether based on statute, regulation, common law or Constitution, providing recourse for alleged wages or benefits owed, wrongful termination, physical or personal injury, emotional distress, fraud, unfair competition, negligent misrepresentation, libel, slander, defamation and similar or related claims.

Notwithstanding the foregoing, the General Release of Claims agreed to by Plaintiff in this Agreement does not include those claims alleged by Plaintiff in the FCRA Action or his separately-filed wrongful termination lawsuit against Defendants, pending in the U.S. District Court for the Central District of California as Case No. 2:20-cv-04472-VAP-E), which the Parties have agreed to settle separately and to document in a separate Settlement Agreement.

74. General Release Extends to Both Known and Unknown, Suspected and Unsuspected Released Claims. Plaintiff irrevocably and unconditionally releases all the claims included in the General Release of Claims which Plaintiff now has and/or may have against any of the Released Parties through the date of execution of this Agreement. This General Release of Claims is intended to be effective as a general release of and bar to all claims stated in this Agreement, including claims that Plaintiff does not know about or does not suspect. Plaintiff understands the significance of this release of unknown and unsuspected claims, and Plaintiff expressly waives all statutory rights limiting the effect of a release of unknown or unsuspected claims, including the protection of California Civil Code Section 1542, which states as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.”

Plaintiff further acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wage has been made.”

75. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

76. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by Defendants, Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding.

77. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

78. Stipulation to Remand to State Court. Prior to seeking Preliminary Approval of the Settlement, the Parties shall file a stipulation with the Court to request that this Action be remanded to the State Court where Plaintiff originally filed this Action (the “State Court”). If the stipulation is granted, the Parties shall seek Preliminary Approval and Final Approval in the State Court. If the stipulation is not granted, the Parties shall seek Preliminary Approval and Final Approval in federal court where the Action is currently pending.

79. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:

(i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as **Exhibit A**. The Parties shall, to the extent possible, coordinate the Preliminary Approval of the Settlement with a request for preliminary approval of the FCRA Action such that the approval of the two actions shall be heard contemporaneously.

80. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA (including LWDA) Payment; (iii) the Class Counsel Award; (iv) the Class Representative Enhancement Payment; and (v) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

81. Duty to Renegotiate in Good Faith. In the event the Court denies Preliminary Approval or Final Approval of the Settlement, the Parties shall renegotiate the terms of the Settlement in good faith and to the minimum extent necessary to secure judicial approval of the Settlement.

82. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

83. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth

herein. Any Exhibits to this Agreement are an integral part of the Settlement.

84. Confidentiality. The Parties and their counsel agree that they will not make any public comment, communication to media, any form of advertising or public announcement (including through social media) regarding the Action or the Settlement, except Plaintiff's counsel may list the case in documents filed with the Court. In response to inquiries, Plaintiff's Counsel may state that the case has been resolved, and may disclose any facts or terms that are part of the public record. Plaintiff and his counsel will not make (or direct anyone to make) any negative or derogatory comment to any third party, including the press or current employees, consultants, customers, and prospects of Defendants, regarding Defendants, their business, or their products. This provision does not preclude the Parties from making any communications required by the Court to approve the Settlement or this Agreement and to administer the Settlement proceeds. Plaintiff and Plaintiff's counsel may respond to Class Member inquiries. Notwithstanding anything to the contrary in this paragraph or elsewhere in this Agreement, Defendants shall be permitted to make such disclosures regarding this case and settlement as they deem necessary or appropriate for purposes of corporate reporting, and/or complying with applicable securities laws and the rules of the stock exchange on which shares are traded or as otherwise required by law.

85. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties.

86. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement or the drafting of the Agreement and other documents, the Parties agree to informally resolve the dispute by engaging Michael Dickstein to mediate such dispute.

87. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

88. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the

terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best and good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

89. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

90. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

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

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

93. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

94. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the

amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms.

95. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Plaintiff or any Class Member.

96. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

provisions of this Agreement.

98. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

99. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

100. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

101. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

102. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

103. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

///

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 8/4/2021

DocuSigned by:

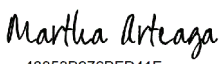
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Giovanni Mims

DEFENDANTS

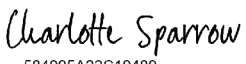
AMLI Management Company

Dated: 8/9/2021

Martha Arteaga
DocuSigned by:
By: 
48053B976BFD41F...
Its: Vice President, Human Resources

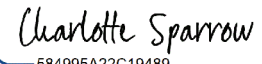
AMLI Residential Partners, LLC

Dated: 8/9/2021

Charlotte Sparrow
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By: 
584995A22C19489...
Its: SVP - Legal & Risk Mgmt

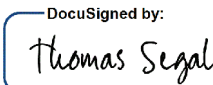
AMLI Residential Properties, L.P.

Dated: 8/9/2021

Charlotte Sparrow
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By: 
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Its: SVP - Legal & Risk Mgmt

DATED: 8/4/2021

SETAREH LAW GROUP

By: 
ACF05906FE494BF...
Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiff
GIOVANNI MIMS

DATED: 8/11/2021

MCGUIREWOODS LLP

By: 
Michael R. Phillips
Kerri H. Sakaue
Attorneys for Defendants
AMLI MANAGEMENT COMPANY,
AMLI RESIDENTIAL PARTNERS, LLC,
and AMLI RESIDENTIAL PROPERTIES, L.P.