JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Joint Stipulation and Settlement Agreement ("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiffs James Caramazza ("Caramazza"), Luis Cruz ("Cruz") and Michael Leon ("Leon", and collectively with plaintiffs Caramazza, and Cruz, "Plaintiffs") on the one hand; and defendants Greystar Management Services, LP ("Greystar Management"), Greystar Real Estate Partners, LLC ("Greystar Real Estate"), Sunrise Riverside, LLC ("Sunrise") and Bradley Johnson (collectively "Defendants"), on the other hand. The Agreement pertains to several lawsuits filed in several jurisdictions and consolidated for the purpose of settlement, as defined below in section I(A).

I. DEFINITIONS

A. "**Action**" means, collectively, the following lawsuits entitled:

(a) *Caramazza v. Greystar Management Services, LP, et al.* filed in San Francisco County Superior Court, Case No. CGC-20-584345.

(b) *Herrera v. Greystar Management Services, LP* filed in San Diego County Superior Court, Case No. 37-2020-00009672.

(d) *Leon v. Greystar Management Services, LP, et al.* filed in Los Angeles County Superior Court, Case No. 20STCV20588.

B. "**Agreement**" means this Joint Stipulation and Settlement Agreement, and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

C. "**Aggrieved Employee(s)**" means all current and former non-exempt, hourly-paid employees employed by Greystar Management in the State of California during the Settlement Period.

D. "**Aggrieved Employee List**" means a complete list of all Aggrieved Employees that Greystar Management will diligently and in good faith compile from its records and provide to the Settlement Administrator within seven (7) calendar days after the Effective Date. The Aggrieved Employee List will include each Aggrieved Employee's: a) full name; b) last known address; c) last known telephone number; d) the last four digits of his or her Social Security

Number; and e) his or her dates of employment as an hourly-paid, non-exempt employee for Greystar Management in California during the Settlement Period.

E. "**Court**" means the Superior Court of the State of California for the County of San Diego.

F. "**Defendants**" means, collectively, Greystar Management Services, LP ("Greystar Management"), Greystar Real Estate Partners, LLC, Sunrise Riverside, LLC, and Bradley Johnson.

G. "**Effective Date**" means the later of: (a) the date the Court signs an Order granting approval of this Settlement and Judgment; (b) if any objections or motions to intervene are filed prior to the date the Court signs an Order granting approval of this Settlement, sixty (60) days from the later of the date the Court signs an order granting approval of the Settlement or the date the Court enters final judgment so long as no appeal is filed within that time frame; and (c) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

H. "**Gross Settlement Amount**" means the settlement amount of One Million, Nine Hundred Thousand Dollars and Zero Cents ($1,900,000.00), as the same may be escalated pursuant to Paragraph III(L)(2) of this Agreement, which Defendants shall pay to resolve the Action. The Gross Settlement Amount includes: (a) payment to the LWDA; (b) all Individual Settlement Payments to Aggrieved Employees; (c) Plaintiffs' Counsel's Attorneys' Fees and Costs; and d) Settlement Administration Costs.

I. "**Individual Settlement Payment(s)**" means the *pro rata* amount payable to each Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments to the Aggrieved Employees. The agreed upon formula for calculation of Individual Settlement Payments is set forth in section III(F) below.

J. "**LWDA**" means the California Labor and Workforce Department Agency.

K. "**Net Settlement Amount**" means the total amount of money that will be paid to the LWDA and the Aggrieved Employees collectively after deductions, if approved by the Court, for: (a) Settlement Administration Costs; (b) Plaintiffs' Counsel's Attorneys' Fees; (c) Plaintiffs' Counsel's Attorneys' Costs; and (d) Plaintiffs' Enhancement Payment.

L. "**PAGA**" means the Private Attorneys General Act of 2004 as codified in California Labor Code section 2698, *et seq.*

M. "**PAGA Payment Letter**" means a letter that the Settlement Administrator will send to each Aggrieved Employee with his or her Individual Settlement Payment, which explains the reason for the Individual Settlement Payment, substantially in the form attached hereto as Exhibit 1, excluding any revisions by the Court.

N. "**PAGA Period**" means the period from February 21, 2019 through July 7, 2021.

O. "**Pay Period**" means a pay period that an Aggrieved Employee was employed by Greystar Management in a non-exempt, hourly-paid position during the PAGA Period, based on hire dates, re-hire dates, and termination dates.

P. "**Parties**" means Plaintiff and Defendants, collectively.

Q. "**Plaintiffs**" **or** "**Named Plaintiffs**" shall refer to James Caramazza, Luis Cruz, and Michael Leon.

R. "**Plaintiffs' Counsel**" means collectively: David D. Bibiyan and Sara Ehsani- Nia of Bibiyan Law Group, P.C.; Bobby Saadian and Justin F. Marquez of Wilshire Law Firm; and Joseph Lavi and Vincent C. Granberry of Lavi & Ebrahimian, LLP.

S. "**Plaintiffs' Counsel's Attorneys' Costs**" means the amount not to exceed Sixty Thousand Dollars and Zero Cents ($60,000.00), unless escalated pursuant to section III(L)(2), according to proof and subject to approval by the Court. Plaintiffs' Counsel's Attorneys' costs will be paid from, and not in addition to, the Gross Settlement Amount. The amount of Plaintiffs' Counsel's Attorneys' Costs shall include all past and future attorneys' costs to Plaintiffs' Counsel—including, without limitation, all costs expended by Plaintiffs' Counsel in defending the Settlement and securing approval of the Settlement (including any appeals) unless, in the event of a material breach of this Agreement by Defendants, Plaintiffs are required to move the Court for enforcement of this Agreement. Should the Court approve Plaintiffs' Counsel's Attorneys' Fees and Costs in an amount less than the amounts provided herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount. Defendants will not oppose an award of attorneys' costs.

T. "**Plaintiffs' Counsel's Attorneys' Fees**" means the amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount, according to proof according to proof and subject to approval by the Court. Plaintiffs' Counsel's Attorneys' Fees will be paid from, and not in addition to, the Gross Settlement Amount. The amount of Plaintiffs' Counsel's Attorneys' Fees shall include all past and future attorneys' fees to Plaintiffs' Counsel—including, without limitation, all time expended by Plaintiffs' Counsel in defending the Settlement and securing approval of the Settlement (including any appeals) unless, in the event of a material breach of this Agreement by Defendants, Plaintiffs are required to move the Court for enforcement of this Agreement. Should the Court approve Plaintiffs' Counsel's Attorneys' Fees in an amount less than the amounts provided herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount. Defendants will not oppose an award of attorneys' fees.

U. "**Released Parties**" shall refer to Defendants and each of their respective past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, fictitious business names, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, any actual or alleged joint employers, any owner or operators of a housing property where an Aggrieved Employee worked for Defendants, affiliates, alter-egos, representatives, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, successors, and assigns.

V. "**Settlement**" shall mean the settlement between the Parties that is memorialized in this Agreement and subject to Court approval.

W. "**Settlement Administration Costs**" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement. All Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement Amount. The Settlement Administration Costs include, but are not limited to, the required tax reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed, confirming/auditing claims for payments for compliance with the Settlement, calculating and distributing all payments to be made pursuant to the Settlement, and providing reports and declarations. The Settlement Administration Costs are currently estimated to be no more than $17,000.00. If the actual amount of the Settlement Administration Costs is less than $17,000.00, the difference between $17,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed $17,000.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

X. "**Settlement Administrator**" means the Third-Party Administrator mutually agreed upon by the Parties and approved by the Court that will be responsible for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually acceptable qualified settlement administrator for claims administration costs. The Settlement Administrator agreed upon by all parties is ILYM Group.

Y. "**Settlement Period**" means the period from February 21, 2019 through December 31, 2021.

II. BACKGROUND

A. The Herrera Action. On December 31, 2019, Ana Herrera filed with the LWDA a notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the LWDA to recover civil penalties for various Labor Code violations ("Herrera PAGA Notice"). On February 21, 2020, plaintiff Herrera filed a PAGA representative action in the Superior Court of California for the County of San Diego, Case Number 37-2020-00009672-CU-OE-CTL, seeking civil penalties on behalf of herself and Aggrieved Employees against among others, Defendants, or some of them, for civil penalties under PAGA alleged in the Herrera PAGA Notice (the "Herrera Action"). During the pendency of the litigation, Plaintiff Herrera passed away. On March 24, 2021, Cruz filed with the LWDA a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties for various Labor Code violations ("Cruz PAGA Notice"). Cruz was later substituted into the Herrera Action in the place of Ana Herrera.

/ / /

B. The Caramazza Action. On February 24, 2020, Caramazza filed with the LWDA a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties for various Labor Code violations ("Caramazza PAGA Notice"). After sixty-five (65) days had passed from the filing of the PAGA Notice without any action by the LWDA, on May 6, 2020, Caramazza filed a PAGA representative action in the Superior Court of California for the County of San Francisco, Case Number CGC-20-594345 (the "Caramazza Action") seeking civil penalties on behalf of himself and Aggrieved Employees against among others, Defendants, or some of them, for civil penalties under PAGA alleged in the Caramazza PAGA Notice.

C. The Leon Action. On March 25, 2020, Leon filed with the LWDA a notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties for various Labor Code violations ("Leon PAGA Notice"). After sixty-five (65) days had passed from the filing of the PAGA Notice without any action by the LWDA, on June 1, 2020, Leon filed a PAGA representative action in the Superior Court of California for the County of Los Angeles, Case Number 20STCV20588 (the "Leon Action"), seeking civil penalties on behalf of himself and Aggrieved Employees against among others, Defendants, or some of them, for civil penalties under PAGA alleged in the Leon PAGA Notice.

D. Planned Mediation. The Parties originally agreed to attend mediation on April 12, 2021 before the Hon. Carl J. West (Ret.). However, as the date approached, Defendants requested mediation to be rescheduled to allow more time to gather information, documents, and produce informal discovery ahead of mediation. The Parties agreed thereafter to mediate before Paul Grossman, Esquire, a well-regarded mediator experiencing in mediating complex labor and employment matters, on July 7, 2021.

E. Informal Discovery. The Parties agreed to exchange informal discovery ahead of mediation. Plaintiffs were provided with, among other things: 1) a 10% sampling of time and payroll records; 2) hire dates, termination dates, and final rates of pay for all Aggrieved Employees; 3) a 10% sampling of contact information for Aggrieved Employees; 4) Greystar Management's employee handbook dated January 2015; 5) a California addendum to Greystar

Management's 2015 employee handbook; 6) Greystar Management's reimbursement policy dated May 2019; 7) Greystar Management's maintenance emergency policy dated September 2020; 8) Greystar Management's California addendum to their employee handbook dated May 2020; 9) Greystar Management's employee handbook dated 2020; Greystar Management's "California Meal Break Law- Frequently Asked Questions;" 10) Greystar Management's "California On Call Time Law" policy; 11) Greystar's standalone policy on Maintenance Emergencies; and Greystar's standalone policy on Travel and Expense Reimbursement; and 12) Greystar's standalone policy on Use of Cell Phones.

F. Mediation. On July 7, 2021, the Parties attended a full day mediation with Paul Grossman to determine if the matter could be resolved. The Parties were unable to reach a resolution on the day of mediation.

G. Eventual Resolution and Agreement. Defendants thereafter obtained new counsel and the Parties, by and through their respective counsel in place after mediation, with the aid of the mediator, continued to negotiate terms that would be mutually acceptable to the Parties for settlement of the Herrera Action, the Caramazza Action, and the Leon Action (collectively, the "Action"). After many months of negotiation through Mediator Grossman, the Parties agreed to settle the Action for the Gross Settlement Amount ($1,900,000), among other terms as detailed in this Agreement.

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

/ / /

/ / /

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

III. TERMS OF SETTLEMENT

A. All Terms Subject to Court Approval. The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be submitted to the Court for approval and final judgment. After the Court has granted approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h). If the Court fails to approve this Agreement for any reason, the Agreement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever. The Agreement shall be submitted by Plaintiffs to the LWDA within the time limits prescribed by law.

B. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount of One Million, Nine Hundred Thousand Dollars and Zero Cents ($1,900,000.00) to settle this Action, unless escalated pursuant to section III(L)(2). The Gross Settlement Amount will be to satisfy all of Defendants' liabilities arising from the Settlement. No portion of the Gross Settlement Amount shall revert to Defendants. Defendants shall determine between themselves the amount paid by each Defendant, although Defendants shall be jointly and severally liable for the total Gross Settlement Amount. The total amount paid by Defendants shall not, in the aggregate, exceed the Gross Settlement Amount, except to the extent escalated pursuant to section III(L)(2) below.

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

D. Plaintiffs' Enhancement Payment. Plaintiffs Leon and Cruz will request and apply for the Enhancement Payment(s) referred in Paragraph I(H). Specifically, Leon will apply for a payment of Seven Thousand Five-Hundred Dollars ($7,500.00) and Cruz will apply for a payment of Seven Thousand Five-Hundred Dollars and Zero Cents ($7,500.00). The Enhancement Payment(s) shall be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not awarded by the Court under this provision shall be included in the Net Settlement Amount. Defendants agree not to oppose any such application which is consistent with this paragraph.

E. LWDA Payment. Subject to Court approval, the Parties agree that an amount equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in settlement of all representative claims alleged by or on behalf of Plaintiffs and the Aggrieved Employees. Should the Court grant Plaintiffs' Counsel's Attorneys' Fees and Costs, and Settlement Administration Costs, and should the Settlement not be escalated pursuant to section III(L)(2) of this Agreement, the amount paid to the LWDA will be $857,250.00, and $285,750.00 (25%) of the Net Settlement Amount will be available for Individual Settlement Payments to Aggrieved Employees.

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 "Aggrieved Employee Portion") will be paid to the Aggrieved Employees in settlement of the PAGA Released Claims. Individual Settlement Payments will be calculated and apportioned from the

Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee worked during the Settlement Period. The Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the Settlement Period based on the data provided by Defendants in the Aggrieved Employee List and the aggregate number of Pay Periods worked by all Aggrieved Employees during the Settlement Period. To determine each Aggrieved Employee's Individual Settlement Payment, the Settlement Administrator will use the following formula: Individual Settlement Payment = (Aggrieved Employee's Pay Periods during the Settlement Period / Aggregate Number of Aggrieved Employees' Pay Periods during the Settlement Period) 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 Aggrieved Employee 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 Plaintiffs' Counsel's Attorneys' Fees and Costs will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such forms.

H. Aggrieved Employees' Tax Liability. Other than the reporting requirements set forth in this Agreement, the Aggrieved Employees 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 to any Aggrieved Employee, the payment of any costs or an award of attorney fees, or any payments to Plaintiffs. The PAGA Payment Letter (Exhibit 1) will inform Aggrieved Employees of the opportunity to seek their own tax advice in connection with their receipt of Individual Settlement Payments.

/ / /

/ / /

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

J. Waivers and Releases

1) PAGA Released Claims. The claims settled, fully released and forever discharged by the LWDA (to the fullest extent permitted by law) and the Aggrieved Employees, including Plaintiffs, constitute any and all claims that are asserted in, arise from, or are reasonably related to the factual allegations and legal assertions made in the Action under PAGA (Labor Code section 2698, *et seq.*) including all claims and causes of action that could have been asserted in the Action based on the factual allegations and legal assertions alleged up through and specifically including the entire Settlement Period, whether or not specifically delineated as a claim or cause of action in the Action. ("PAGA Released Claims"). The PAGA Released Claims include but are not limited to those (a) alleged in any of Plaintiffs' notices provided to the LWDA, the operative complaint in the Action, and any amended complaint in the Action, including claims that arise out the claims and facts alleged in the Action under PAGA, (b) any claims under PAGA which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, and (c) any other claims to the extent that they that are premised upon or arise out of PAGA Released Claims for failure to pay all wages due, failure to provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to provide meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to pay reporting time wages, failure to keep accurate time records, failure to provide and maintain accurate itemized wage statements, failure to keep accurate employee payroll records, failure to timely pay wages due during or at separation of employment, failure to reimburse all business-related expenses, failure to provide paid sick leave at the proper rate, failure to provide lawful, written commission agreements, and claims reasonably relating to the alleged violations of California Labor Code sections 200-205, 205.5, 210, 225.5, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198, 2751, and 2802, and applicable

portions of California Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to applicable portions of IWC Wage Order No. 5 (Cal. Code Regs., tit. 8, § 11050), against the Released Parties; (d) to the extent that they are premised upon or arise out of the PAGA Released Claims, Labor Code sections 216, 218.6 and 558. The release extends to all remedies under the PAGA for any of the PAGA Released Claims. Upon approval of the Agreement, Plaintiff and the Aggrieved Employees will be forever barred from pursuing against the Released Parties any and all claims for civil penalties under PAGA for any of the PAGA Released Claims.

2) Exclusions to the PAGA Released Claims. The PAGA Released Claims expressly exclude all claims of Aggrieved Employees, other than the PAGA Released Claims, including claims for damages, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the PAGA Released Claims arising during the Settlement Period to the extent permitted by law.

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

4) Individual Release. As of the Effective Date, in addition to releasing the PAGA Released Claims, Plaintiffs Leon and Cruz fully and finally release the Released Parties from Plaintiffs Leon and Cruz's Released Claims. "Plaintiffs Leon and Cruz's Released Claims" are any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs Leon and Cruz's employment with Defendants and/or the termination of Plaintiffs Leon and Cruz's employment, including but not limited to all claims asserted in, arising from, or related in any way to the Action, including without limitation any and all claims that could have been asserted as part of the Action based on the facts alleged; any and all claims for violation of the National Labor Relations Act (NLRA) (to the extent permitted

by law), Title VII of the Civil Rights Act (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Older Worker Benefit Protection Act (OWBPA), the Employee Retirement Income Security Act (excluding vested benefits) (ERISA); the Rehabilitation Act, the Occupational Safety and Health Act (OSHA) (federal and California), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Families First Coronavirus Response Act (FFCRA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the Worker Adjustment and Retraining Notification Act (federal and California), the California Fair Employment and Housing Act (FEHA), the Unfair Business Practices Act/Unfair Competition Law (UCL); the California Labor Code, the California Government Code, the California Civil Code, the applicable California Wage Order(s), and the California Private Attorneys General Act (to the extent permitted by law) (all as amended); any and all claims for discrimination or harassment on the basis of any protected status, such as race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, age, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation; any and all whistleblower or retaliation claims on the basis of any protected activity or other protected basis; any and all claims for breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference with prospective economic advantage, or other tort or common law actions; any and all claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and any and all claims for any other violation of local, state, or federal law, constitution, statute, regulation, ordinance, order, guidance, resolution, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees. Plaintiffs Leon and Cruz's Released Claims include all claims, whether known or unknown. Even if Plaintiffs Leon and Cruz discover facts in addition to or different from those that Plaintiffs Leon and Cruz now know or believe to be true with respect to the subject matter of Plaintiffs Leon and Cruz's Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs Leon and Cruz 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 Leon and Cruz do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiffs Leon and Cruz 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 Leon and Cruz, 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 Leon and Cruz in Section III.J.4 of this Agreement includes a release of any claim Plaintiffs Leon and Cruz 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 Leon and Cruz acknowledge that:

a. Plaintiffs Leon and Cruz 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;

b. Plaintiffs Leon and Cruz 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;

c. Plaintiffs Leon and Cruz have carefully read and fully understand all provisions of Section III.H.3 of this Agreement;

d. Plaintiffs Leon and Cruz knowingly and voluntarily agree to all of the terms set forth in Section III.H.3 of this Agreement and agree to be legally bound by all of the terms set forth in Section III.H.3 of this Agreement;

e. Plaintiffs Leon and Cruz have been and hereby are advised in writing to consider the terms of Section III.H.3 of this Agreement and to consult with an attorney;

f. Prior to signing this Agreement, Plaintiffs Leon and Cruz have had the opportunity to consult with counsel of their choice concerning the terms and conditions of section III.H.3 of this Agreement and have done so or freely chosen not to do so;

g. Plaintiffs Leon and Cruz have a full seven (7) days following the execution of this Agreement to revoke Section III.H.3 of this Agreement. To revoke, they must deliver a written statement of revocation to Jennifer Redmond, Brian Fong, or Robert Foster at jredmond@sheppardmullin.com, bfong@shppardmullin.com, or rfoster@sheppardmullin.com, respectively, or at Four Embarcadero Center, 17th Floor, San Francisco, CA 94111 no later than midnight on the seventh (7^{th}) day after they signed this Agreement. If Plaintiffs Leon and Cruz revoke within seven (7) days, they will not be entitled to their respective portions of the Enhancement Payments, and Section III.J.4 of this agreement shall be null and void as to Plaintiffs Leon and Cruz only. If Plaintiffs Leon and Cruz do not exercise their right to revoke Section III.J.4 of this Agreement, then this Agreement shall become effective on the date immediately following the seven-day (7) revocation period described above; and

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

K. Settlement Administration

1) Settlement Administrator's Duties in General. The Settlement Administrator shall be responsible for: (a) processing the data provided by Defendants to be used in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the Aggrieved Employees the PAGA Payment Letter (attached hereto as Exhibit 1), as well as following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related agency reporting; (e) filing any required reports with the Court; and (g) all other tasks described in this Agreement, as to which the Parties mutually agree, and/or which the Court orders the Settlement Administrator to perform. The Settlement Administrator will keep the list of Aggrieved Employees confidential, use it only for the purposes described herein, take adequate

safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process.

2) Delivery of the Aggrieved Employee List. Within twenty-one (21) calendar days after the Effective Date, Defendants will provide the Aggrieved Employee List to the Settlement Administrator, which shall be made available to Plaintiff's Counsel.

3) Funding of the Gross Settlement Amount. Within fourteen (14) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a settlement fund to be established by the Settlement Administrator.

4) Distribution of Settlement Payments. Within seven (7) calendar days after Defendants deposit the Gross Settlement Amount into a settlement fund, the Settlement Administrator will issue payments to: a) the Aggrieved Employees; b) the LWDA; and c) Plaintiffs' Counsel for the Attorneys' Fees and Costs payment. The Settlement Administrator will mail Individual Settlement Payments to the Aggrieved Employees, along with the PAGA Payment Letter (attached as Exhibit 1), via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Aggrieved Employees List. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement on the twenty-eighth (28th) day after the Effective Date.

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

6) Procedures for Uncashed Checks. Checks for Individual Settlement Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-day period, the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An Aggrieved Employee who failed to receive their Individual Settlement Payment check despite

the procedures described herein shall nevertheless remain bound by the Settlement and the release of the PAGA Released Claims contained herein. The funds represented by Individual Settlement Payment checks remaining uncashed for more than 180 days after issuance (collectively, the "Uncashed Settlement Checks") shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, shall be remitted to the State Controller's Office, Unclaimed Property Division in the name of each Aggrieved Employee.

7) Administration of Taxes by the Settlement Administrator. Before or concurrent with Plaintiffs' filing of this Agreement for approval, Plaintiffs' Counsel will send this agreement to the LWDA pursuant to Section 2699(l)(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. Plaintiffs' 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 total amount of funds represented by the Uncashed Settlement Checks to the *cy pres* recipient, 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. Plaintiff's 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) Increase in Pay Periods. Defendants represent that there are no more than

105,100 Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event the number of Pay Periods worked by Aggrieved Employees during the PAGA Period increases by more than 10%, or 10,510 Pay Periods, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods during the PAGA Period worked in excess of 115,610 (105,100 + 10,510) multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 105,100 Pay Periods. The Parties agree that the Pay Period Value is $18.08 ($1,900,000.00 / 105,100 Pay Periods). Thus, for example, should there be 120,000 Pay Periods worked by Aggrieved Employees during the PAGA Period, then the Gross Settlement Amount shall be increased by $79,371.20 ((120,000 Pay Periods – 115,610 Pay Periods) x ($18.08/Pay Period)).

3) <u>Consolidation of the Action.</u> 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. Within fifteen (15) days of the full execution of this Agreement, Plaintiff's Counsel will file a motion to consolidate in each of the underlying lawsuits contained in the Action. In accordance with California Rule of Court, rule 3.350, subdivision (b), the Herrera Action, which is the lowest numbered case, will serve as the lead case for filing this Agreement. If the Court fails to approve this Agreement for any reason, the Parties agree Plaintiffs Leon and Caramazza may move to reverse the consolidation of the Action under this Section III(L)(3). Defendants agree not to oppose any such application which is consistent with this paragraph. The Parties hereby expressly acknowledge that Plaintiff Caramazza and Plaintiff Leon will respectively dismiss without prejudice the Caramazza Action and the Leon Action after the amended complaint in the Herrera Action is filed expressly consolidating all Plaintiffs' claims, for purposes of effectuating this consolidation and agree that whether or not the Court finally approves the Settlement, the allegations of Plaintiff Caramazza and Plaintiff Leon will relate back to the filing dates of their PAGA Notices with the LWDA pursuant to Labor Code section 2699.3, and Defendant will be estopped from making any argument that there is any adverse effect on the statute of limitations caused by their dismissal of their respective PAGA Actions without prejudice to effectuate this consolidation.

4) Amendment of the Cruz PAGA Notice and Operative Complaint: Within fifteen (15) days of the full execution of this Agreement, plaintiff Cruz agrees to amend the Cruz PAGA Notice and the operative complaint in the Herrera Action as necessary to comport with the release of the PAGA Released Claims set forth above, all of which claims were at issue during the negotiation of this Agreement. Greystar Management will stipulate to and not oppose plaintiff Cruz's request to amend the operative complaint in the Herrera Action to comport with the PAGA Released Claims. For the limited purpose of Settlement, Defendants waive the affirmative defense of administrative exhaustion as to the claims in the amended Cruz PAGA Notice.

5) Mutual Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. Such cooperation shall include, but is not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court Order, or otherwise, to effectuate this Agreement and the terms set forth herein.

6) No Admissions By The Parties. Plaintiffs have claimed and continue to claim that the PAGA Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as admission by Defendants of any violations of Plaintiffs' and/or any Aggrieved Employee's rights, and/or violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiffs or any other Aggrieved Employee for any alleged violation of their rights, or for any alleged violation of any order, law, statute, duty or contract, or for any allegation in the Action.

/ / /

/ / /

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

8) Amendment Or Modification. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

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

/ / /

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

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

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

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

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

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

16) Jurisdiction Of The Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

17) Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions

that otherwise might apply under federal or state law.

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

19) Counterparts. This 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, will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement exchange among themselves copies or originals of the signed counterparts.

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

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

IT IS SO AGREED:

Dated: Feb 20, 2022, 2022

james caramazza
james caramazza (Feb 20, 2022 06:53 PST)
James Caramazza
Plaintiff

Dated: ____________________, 2022

Luis Cruz
Plaintiff

Dated: ____________________, 2022

Michael Leon
Plaintiff

Dated: ______________________, 2022

____
Greystar Management Services, LP
Defendant

Dated: ______________________, 2022

____
Greystar Real Estate Partners, LLC
Defendant

AGREED AS TO FORM:

Dated: February 22, 2022

Vedang J. Patel
____
David D. Bibiyan
Vedang Patel
Counsel for Plaintiff James Caramazza

Dated: ______________________, 2022

____
Bobby Saadian
Justin F. Marquez
Counsel for Plaintiff Luis Cruz

Dated: ______________________, 2022

____
Joseph Lavi
Vincent C. Granberry
Counsel for Plaintiff Michael Leon

Dated: ______________________, 2022

____
Jennifer G. Redmond
Brian S. Fong
Counsel for Defendants Greystar Management Services, LP, Greystar Real Estate Partners, LLC, Sunrise Riverside, LLC, and Bradley Johnson

that otherwise might apply under federal or state law.

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

19) Counterparts. This 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, will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement exchange among themselves copies or originals of the signed counterparts.

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

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

IT IS SO AGREED:

Dated: ______________________, 2022

____
James Caramazza
Plaintiff

Dated: 2/22/2022, 2022

DocuSigned by:
____
A5A63E96F12544E...
Luis Cruz
Plaintiff

Dated: ______________________, 2022

____
Michael Leon
Plaintiff

Dated: ______________________, 2022

____
Greystar Management Services, LP
Defendant

Dated: ______________________, 2022

____
Greystar Real Estate Partners, LLC
Defendant

AGREED AS TO FORM:

Dated: ______________________, 2022

____
David D. Bibiyan
Vedang Patel
Counsel for Plaintiff James Caramazza

Dated: February 22, 2022

____
Bobby Saadian
Justin F. Marquez
Counsel for Plaintiff Luis Cruz

Dated: ______________________, 2022

____
Joseph Lavi
Vincent C. Granberry
Counsel for Plaintiff Michael Leon

Dated: ______________________, 2022

____
Jennifer G. Redmond
Brian S. Fong
Counsel for Defendants Greystar Management Services, LP, Greystar Real Estate Partners, LLC, Sunrise Riverside, LLC, and Bradley Johnson

that otherwise might apply under federal or state law.

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

19) Counterparts. This 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, will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement exchange among themselves copies or originals of the signed counterparts.

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

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

IT IS SO AGREED:

Dated: ______________________, 2022

____
James Caramazza
Plaintiff

Dated: ______________________, 2022

____
Luis Cruz
Plaintiff

Dated: February 16, 2022, 2022

DocuSigned by:
____
D1597E3823B9465...
Michael Leon
Plaintiff

DS
ML

Dated: ______________________, 2022

____
Greystar Management Services, LP
Defendant

Dated: ______________________, 2022

____
Greystar Real Estate Partners, LLC
Defendant

AGREED AS TO FORM:

Dated: ______________________, 2022

____
David D. Bibiyan
Vedang Patel
Counsel for Plaintiff James Caramazza

Dated: ______________________, 2022

____
Bobby Saadian
Justin F. Marquez
Counsel for Plaintiff Luis Cruz

Dated: February 16, 2022, 2022

DocuSigned by:
Joseph Lavi
871E0169FCF244D...
Joseph Lavi
Vincent C. Granberry
Counsel for Plaintiff Michael Leon

Dated: ______________________, 2022

____
Jennifer G. Redmond
Brian S. Fong
Counsel for Defendants Greystar Management Services, LP, Greystar Real Estate Partners, LLC, Sunrise Riverside, LLC, and Bradley Johnson

DS
ML

Dated: 2/16/2022, 2022

DocuSigned by:
Nelleine Ford
8F1ECD06D67C43E...

Greystar Management Services, LP
Defendant

Dated: 2/16/2022, 2022

DocuSigned by:
Nelleine Ford
8F1ECD06D67C43E...

Greystar Real Estate Partners, LLC
Defendant

AGREED AS TO FORM:

Dated: ______________________, 2022

____
David D. Bibiyan
Vedang Patel
Counsel for Plaintiff James Caramazza

Dated: ______________________, 2022

____
Bobby Saadian
Justin F. Marquez
Counsel for Plaintiff Luis Cruz

Dated: ______________________, 2022

____
Joseph Lavi
Vincent C. Granberry
Counsel for Plaintiff Michael Leon

Dated: 2/17/2022, 2022

DocuSigned by:
Jennifer G. Redmond
EAC677F0CADA4EC...

Jennifer G. Redmond
Brian S. Fong
Counsel for Defendants Greystar Management Services, LP, Greystar Real Estate Partners, LLC, Sunrise Riverside, LLC, and Bradley Johnson