

SYDNEY RANGEL v.

WESTMONT LIVING, INC. et al.,

California Superior Court, County of San Luis Obispo

Case No. 20CVP-0242

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Plaintiff Sydney Rangel, in her capacity as representative of the State of California and on behalf of other aggrieved employees, and Defendants Westmont Living, Inc. and Fresno Operations, LP (“Defendants”), hereby enter into this Settlement Agreement and Release (“Settlement”). The Private Attorney General Act of 2004, Labor Code § 2699 et seq. is hereinafter referred to as (“PAGA”).

This Settlement Agreement and Release of Claims is a compromise between Defendants and Sydney Rangel (“Plaintiff”) regarding Plaintiff’s alleged wage and hour violations, including PAGA claims, sought in the following action titled: *Sydney Rangel v. Westmont Living, Inc. et al.*, San Luis Obispo County Superior Court Case No. 20CVP-0242 (the “Action”).

This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1. Action.

“Action” shall refer to the civil action of *Sydney Rangel v. Westmont Living, Inc. et al.*, San Luis Obispo County Superior Court Case No. 20CVP-0242, including any amendments thereto.

1 **2. Administrative Expenses.**

2 “Administrative Expenses” shall include all costs and expenses associated with the
3 Settlement Administrator.

4 **3. Covered Employees.**

5 The term “Covered Employees,” for the purposes of this Settlement only, shall mean and
6 include all current and former nonexempt employees of Defendants in California, who performed
7 work at Defendants’ facility located at 7442 N. Millbrook Avenue, Fresno, California, at any time
8 from May 25, 2019, through the date of the Court’s approval of this Settlement. Defendants
9 estimate there are 206 Covered Employees.

10 **4. Attorneys’ Fees and Expenses.**

11 “Attorneys’ Fees and Expenses” shall mean Plaintiff’s Counsel’s attorneys’ fees and
12 expenses as set forth in Paragraph III.1.

13 **5. Court.**

14 “Court” shall mean the Superior Court of California in and for the County of San Luis
15 Obispo.

16 **6. Defendants.**

17 “Defendants” shall mean Westmont Living, Inc. and Fresno Operation, LP.

18 **7. Defense Counsel.**

19 “Defense Counsel” shall mean the attorneys of Fisher & Phillips LLP.

20 **8. Effective Date.**

21 The “Effective Date” shall be the date when all of the following events have occurred: (1)
22 the Court enters an order and judgment approving the Settlement; and (2) the time for appeal has
23 expired. If the Court does not approve all requested Attorneys’ Fees and Expenses, Plaintiff shall
24 notify Defendants in writing within ten (10) days of the entry of judgment approving the Settlement
25 whether Plaintiff intends to appeal the award(s). If an objection has been filed and/or heard at the
26 hearing on Plaintiff’s Motion for Approval, or a third party appeals the Approval of the Settlement,
27 or if the Court does not approve Attorneys’ Fees and Expenses in full, the Effective Date means
28 the later of: (1) the date of final affirmation of the approval order and judgment from any appeal,

1 the expiration of the time for, or the denial of, a petition to review the approval order, or if review
2 is granted, the date of final affirmation of the approval order and judgment following review
3 pursuant to that grant; (2) the date of final dismissal of any appeal from the approval order and
4 judgment or the final dismissal of any proceeding to review the approval order and judgment,
5 provided that the approval order and judgment is affirmed and/or not reversed in any part; (3) if
6 no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the
7 Court's approval of the Resolution, as determined under Rule 8.104(a)(3) of the California Rules
8 of Court; or (4) if based on the award of less than the award of the full amount of requested
9 Attorneys' Fees and Expenses, the date Plaintiff gives written notice of her intent to waive her
10 right to appeal, if applicable.

11 **9. Gross Settlement Amount.**

12 "Gross Settlement Amount" or "GSA" shall mean One Hundred Two Thousand Five
13 Hundred Dollars (\$102,500). The GSA includes: (1) Administrative Expenses; (2) Attorneys' Fees
14 and Expenses; (3) Individual Penalties Payments; and (4) the payment to the LWDA.

15 **10. Individual Penalties Payment.**

16 "Individual Penalties Payment" shall mean the amount which is ultimately distributed to
17 each Covered Employee.

18 **11. Net Settlement Amount.**

19 "Net Settlement Amount" or "NSA" shall mean the GSA, less Administrative Expenses
20 and Attorneys' Fees and Expenses.

21 **12. PAGA Representative.**

22 "PAGA Representative" shall mean Plaintiff Sydney Rangel.

23 **13. Parties.**

24 "Parties" shall mean the Plaintiff and Defendants.

25 **14. Plaintiff.**

26 "Plaintiff" shall mean Plaintiff Sydney Rangel.

27 **15. Plaintiff's Counsel.**

28 "Plaintiff's Counsel" shall mean the attorneys of Sutton Hague Law Corporation, P.C.

1 **16. Released Claims.**

2 “Released Claim(s)” shall mean and include any and all claims for civil penalties that
3 could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive
4 Branch Agency under the PAGA, based on the factual allegations of Plaintiff’s Complaint, filed
5 in this Action on or around July 29, 2020, and the amended PAGA letter submitted to the LWDA
6 on November 17, 2021, including but not limited to any claims for civil penalties for failure to pay
7 minimum wages, failure to pay overtime, failure to pay all wages owed each pay period, failure to
8 provide compliant meal periods, failure to provide compliant rest periods, failure to pay wages due
9 upon demand, failure to issue accurate itemized wage statements, failure to maintain accurate
10 payroll records for its non-exempt employees, failure to provide notice of pay, unreimbursed
11 business expenses, and failure to pay all wages due and owing upon termination. The Released
12 Claims only include claims under the PAGA, arising out of the facts and circumstances at issue in
13 the Action, and do not include the individual claims of the Aggrieved Employees.

14 **17. Released Parties.**

15 “Released Parties” shall mean and include Defendants and their past, present and/or future
16 officers, directors, employees, and agents.

17 **18. Settlement.**

18 “Settlement” shall mean the settlement memorialized in this Agreement.

19 **19. Settlement Administrator.**

20 “Settlement Administrator” means Simpluris, Inc., or any other third-party administrator
21 mutually agreed to by the Parties and approved by the Court, which will perform the duties of: (a)
22 calculating the amounts due to each Aggrieved Employee pursuant to the Settlement; (b) providing
23 Individual Penalties Payments, along with IRS Forms 1099, to the Aggrieved Employees; (c)
24 reporting the Individual Penalties Payment amounts of each Aggrieved Employee to all required
25 taxing and other authorities; (d) utilizing the National Change of Address Database maintained by
26 the United States Postal Service, mail-forwarding information and/or skip tracing methods, as
27 reasonable, to update the Database and taking steps to send Individual Penalties Payments to
28 current mailing addresses; (e) performing such other duties as are described herein; (f) establishing

1 a Qualified Settlement Fund pursuant to applicable law for the purpose of administering this
2 Settlement; and (g) providing payment to the LWDA pursuant to section III.2.a) below.

3 **20. Settlement Approval Date.**

4 “Settlement Approval Date” shall mean the date upon which the Court enters an order
5 approving this Settlement.

6 **21. Settlement Period.**

7 The “Settlement Period” shall be defined as commencing on May 25, 2019, and continuing
8 through the date on which the Court enters an order approving the Settlement.

9 **II. RECITALS**

10 1. This Agreement encompasses and shall include all Covered Employees as defined
11 herein.

12 2. On or around May 19, 2020, Plaintiff, on behalf of all Covered Employees, notified
13 the Labor and Workforce Development Agency (“LWDA”) of her allegations against Defendants
14 for failure to pay minimum wages, failure to pay overtime, failure to pay all wages owed each pay
15 period, failure to provide compliant meal periods, failure to provide compliant rest periods, failure
16 to timely pay all wages, failure to pay wages due upon demand, failure to issue accurate itemized
17 wage statements, failure to maintain accurate payroll records for its non-exempt employees, failure
18 to provide suitable seating, failure to provide notice of pay, and failure to pay all wages due and
19 owing upon termination. The LWDA did not provide any notice that it intended to investigate
20 Plaintiff’s allegations.

21 3. On or around July 29, 2020, Plaintiff filed Case No. 20CVP-0242 in the Superior
22 Court of San Luis Obispo County, alleging claims on an individual basis arising out of and relating
23 to her employment, including representative claims under the Labor Code Private Attorneys
24 General Act of 2004 (“PAGA”), for failure to pay minimum wages, failure to pay overtime, failure
25 to pay all wages owed each pay period, failure to provide compliant meal periods, failure to provide
26 compliant rest periods, failure to timely pay all wages, failure to pay wages due upon demand,
27 failure to issue accurate itemized wage statements, failure to maintain accurate payroll records for
28

1 its non-exempt employees, failure to provide suitable seating, failure to provide notice of pay, and
2 failure to pay all wages due and owing upon termination.

3 4. Defendants deny all material allegations of liability and assert various affirmative
4 defenses. Defendants assert that they complied with applicable laws in that they compensated
5 Covered Employees for all hours worked and otherwise complied with their obligations under the
6 California Labor Code and associated regulations and Industrial Wage Orders.

7 5. Pursuant to the Parties' agreement to settle this Action, on November 17, 2021,
8 Plaintiff submitted and served an amended PAGA letter to the LWDA and Defendants, which
9 formally names Fresno Operations, LP as a defendant with respect to Plaintiff's representative
10 claims under PAGA, and adds a claim for unreimbursed business expenses under Labor Code
11 section 2802. Following the expiration of the LWDA's response period under Labor Code section
12 2699.3(a)(2)(A), the Parties will submit a stipulation of leave to amend for the purpose of filing
13 Plaintiff's First Amended Complaint, which will formally join Fresno Operations, LP as a
14 defendant and include a representative claim for unreimbursed business expenses under Labor
15 Code section 2802. These amendments will be completed prior to the Court's entry of an order
16 approving this settlement. Defendants agree to cooperate in effectuating these amendments and to
17 enter into such stipulations as may be necessary to complete these amendments without the need
18 for motion practice.

19 6. Defendants are entering this Agreement solely to avoid the time and expense of
20 further litigation. Nothing in this Agreement may be construed as an admission of any wrongdoing
21 by Defendants. Defendants have taken into account the uncertainty and risks inherent in litigation.
22 Defendants have therefore concluded that it is desirable that the Action be resolved in the manner
23 and upon the terms and conditions set forth in this Agreement.

24 7. On or around November 17, 2020, the Superior Court granted Defendants' motion
25 to compel arbitration, and entered an order staying Plaintiff's class and representative claims
26 pending the arbitration of her individual claims. Shortly thereafter, the Parties stipulated to engage
27 in mediation and attempt to reach a settlement with respect to Plaintiff's individual claims, as well
28 as her representative claims under PAGA.

8. On October 5, 2021, the parties engaged in a full-day mediation before experienced mediator John Adler, Esq., of Judicate West. Prior to mediation, Plaintiff and Defendants engaged in substantial informal discovery that included the exchange of time and pay records for Plaintiff and certain Covered Employees, the number of Covered Employees and their pay rates, and other policy documents. Defendants also produced personnel documents for Plaintiff. The Parties also exchanged information related to Defendants' PAGA exposure. The Parties engaged in a full-day of arm's length and hard fought negotiations through Mr. Adler. In addition, during the weeks following the mediation, the Parties continued to exchange additional information and documents and engaged in further negotiations regarding the resolution Plaintiffs' PAGA claims. Finally, after more than two months of settlement discussions, the parties agreed to resolve this Action.

9. Defendants represent there are approximately 3,757 pay periods worked by Covered Employees in the representative period of time encompassed within the Settlement Period.

10. Plaintiff warrants she has not sold, assigned, or transferred any claim or cause of action, which she has or had against Defendants or any other person or entity who is covered by this release of claims.

THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth in this Agreement, the parties agree as follows:

III. AGREEMENT

1. **Gross Settlement Amount.** Subject to the notice procedures set forth below and Approval by the Court, Defendants agree to pay the Gross Settlement Amount ("GSA") of ONE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS (\$102,500) to settle the Action. The GSA shall be allocated as follows, subject to approval by the Court: (i) up to one-third of the GSA (\$34,166) for an award of Plaintiff's Counsel's attorneys' fees; (ii) up to Five Thousand Dollars (\$5,000.00) for payment of Administrative Expenses; (iii) up to Three Thousand Dollars (\$3,000.00) for reimbursement of actual costs incurred in Plaintiff's Counsel's litigation of this case; (iv) after deduction of the amounts enumerated above, the Net Settlement Amount ("NSA"), estimated to be at least Sixty Thousand Three Hundred and Thirty-Four Dollars (\$60,334), shall

1 be made to the Covered Employees (including Plaintiff) and to the LWDA in accordance with
2 Paragraph III.2.

3 2. **Distribution of the Net Settlement Amount.** The NSA shall be calculated after
4 deducting the Attorneys' Fees and Expenses and Administrative Expenses. The NSA will then be
5 distributed as follows:

6 a) A total of 75% of the NSA shall be paid to the LWDA pursuant to Labor
7 Code section 2699(i).

8 b) A total of 25% of the NSA shall be distributed to the Covered Employees
9 on a pro rata basis, based on their respective number of compensable pay periods during the
10 Settlement Period, according to Defendants' records. Covered Employees will receive an IRS
11 Form 1099-MISC (Box 3) for this payment.

12 3. **Court Approval.** After full execution of this Agreement, the Parties shall submit a
13 stipulation for approval by the Court, along with the Settlement, proposed Notice Form described
14 in section VI.3 below, and declaration(s) from Plaintiff's Counsel providing support for Plaintiff's
15 Counsel's request for Attorneys' Fees and Expenses, as well as justification for the settlement's
16 fairness and adequacy. Defendants shall have an opportunity to review Plaintiff's Counsel's
17 declaration(s) prior to submission of the stipulation contemplated herein. In the event that the Court
18 does not approve the Settlement by stipulation as proposed herein, Plaintiff shall promptly move
19 the court for approval of the Settlement, as well as approval of all amounts to be deducted from
20 the GSA as described in Paragraph III.1. Defendants shall not oppose the motion, and shall make
21 reasonable efforts to cooperate in obtaining approval of the Settlement. Prior to submission of the
22 earlier of stipulation or noticed motion, Plaintiff's Counsel shall submit the Agreement to the
23 LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision. Should
24 the Court not grant approval of this Agreement or should the LWDA object to this Agreement,
25 then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing
26 by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the
27 judgment. If the Agreement is null and void, and a new trial date is selected, all discovery deadlines
28 shall be based on the new trial date.

1 4. **No Reversion.** In the event the Court does not approve any amount requested to be
2 deducted from the GSA as described in Paragraph III.1, including Attorneys' Fees and Expenses
3 and Administrative Expenses, any amount requested but not approved shall not revert to
4 Defendants, but shall be added to the NSA for distribution pursuant to Paragraph III.2.

5 5. **Notice of Settlement.** As part of the Agreement to settle the PAGA claims, Plaintiff
6 will file a Notice of Settlement with the Court within five (5) court days of the Parties' execution
7 of the Agreement.

8 **IV. RELEASED CLAIMS**

9 1. **Plaintiff's Release of Claims and General Release.** Plaintiff, on behalf of herself
10 and the State of California, agrees to release the Released Parties from the Released Claims.

11 **V. ADMINISTRATIVE EXPENSES**

12 1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses due
13 the Settlement Administrator in connection with its administration of the Settlement including, but
14 not limited to, locating Aggrieved Employees, and calculating, administering and distributing
15 Notice Forms and Individual Penalties Payments to the Aggrieved Employees, shall be paid from
16 the Gross Settlement Amount.

17 **VI. NOTICE AND PAYMENT PROCEDURES**

18 1. **The Settlement Administrator.** The Parties agree that Simpluris, Inc. should be
19 appointed as Settlement Administrator. The Settlement Administrator will be responsible for
20 preparing, administering, and distributing Notice Forms, the LWDA payment, and Individual
21 Penalties Payments to the Aggrieved Employees, and issuing a final report and performing such
22 other duties as the Parties may direct.

23 Administrative Expenses are not anticipated to exceed \$5,000. In the event that
24 Administrative Expenses exceed \$5,000 any and all additional amounts shall be deducted from the
25 Gross Settlement Amount and the Net Settlement Amount will be recalculated to reflect such
26 additional Administrative Expenses. To the extent that Administrative Expenses exceed \$5,000,
27 Plaintiff's Counsel agrees to provide an explanation to the Court, supported by declarations from
28 Plaintiff's Counsel and Defense Counsel, if necessary, as to the source of the additional

Administrative Expenses, the reason such additional expenses were not anticipated prior to the execution of this Agreement, and an explanation as to whether such additional expenses should be deducted from the Gross Settlement Amount or allocated in some other manner, subject to Court approval. In the event that Administrative Expenses are less than \$5,000, the difference shall be added to the Net Settlement Amount for distribution to the Aggrieved Employees.

2. **Timing of Payments.**

a) Within fifteen (15) calendar days of the Effective Date, Defendants shall: (i) provide the Settlement Administrator with an up-to-date list of Covered Employees containing names, social security numbers, last-known telephone numbers, last-known mailing addresses and pay periods for each Covered Employee (the "Database") and (ii) deposit with the Settlement Administrator the GSA.

b) Within fifteen (15) calendar days following receipt of the Database and GSA, the Settlement Administrator shall distribute: (i) the Individual Penalties Payments to the Covered Employees by First Class U.S. Mail using the mailing address information provided by Defendants and the results of the skip trace performed; (ii) the LWDA payment to the LWDA by means requested or required by the LWDA payment submission processes; and (iii) the Attorneys' Fees and Expenses by means agreed to by Plaintiff's Counsel and the Settlement Administrator.

3. **Notice to Covered Employees.** Each Individual Penalties Payment shall be accompanied by a letter ("Notice Form") explaining why the check is being sent and a basis for the calculation. The letter shall be approved by the Court upon approval of the Settlement.

4. **Returned Settlement Checks.** In the event that an Individual Penalties Payment check is returned to the Settlement Administrator with a forwarding address, the Individual Penalties Payment check will be re-mailed to the forwarding address. In the event an Individual Penalties Payment check is returned to the Settlement Administrator without a forwarding address or is otherwise undeliverable, the Settlement Administrator will make a diligent effort to correct the address and re-mail the returned Individual Penalties Payment check. If within the 180-calendar day period following issuance of the Individual Penalties Payment check, the Covered Employee contacts the Settlement Administrator or counsel for either Party with a new address,

the Individual Penalties Payment check will be re-issued and mailed to the new address provided any such re-issued Individual Penalties Payment check will indicate on its face that it is void if not negotiated within 180 calendar days of its issuance.

5. **Disposition of Uncashed Individual Penalties Payment Checks.** Individual Penalties Payment checks shall be negotiable for not less than 180 calendar days from issuance. All Individual Penalties Payment checks will indicate on their face that they are void if not negotiated within 180 calendar days of issuance. The Notice Form enclosed with the Individual Penalties Payments will also note this 180-day requirement. For Individual Penalties Payment checks remaining uncashed for more than 180 calendar days after issuance, the net funds shall be distributed to the Foundation for Advocacy, Inclusion & Resources (“FAIR”) as an appropriate *cypres* recipient pursuant to Code of Civil Procedure section 384.¹

6. **No Effect on Employee Benefits.** All Individual Penalties Payment to Covered Employees shall be deemed to be paid to such Covered Employees in the year in which such payments actually are received by the Covered Employees. It is expressly understood and agreed that the receipt of such Individual Penalties Payment will not entitle any Covered Employees to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Covered Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Penalties Payments are the sole payments to be made by Defendants to the Covered Employees, and that the Covered Employees are not entitled to any new or additional compensation or benefits as a result of having received an Individual Penalties Payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

7. **Final Report by Settlement Administrator.** Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

¹ FAIR’s mission statement can be found at <http://www.fair-foundation.org/home.html>

1 **VII. TAX TREATMENT OF INDIVIDUAL PENALTIES PAYMENTS.**

2 1. **Tax Treatment.** It is expressly agreed by the Parties that all funds distributed
3 pursuant to this Settlement will be considered penalties. Plaintiff and the Covered Employees will
4 receive an IRS Form 1099-Misc (Box 3) for any payments received from the Settlement
5 Administrator.

6 2. **No Warranty.** The Parties make no warranty as to any tax consequences of any
7 payment hereunder. Any determination of the tax consequences of those payments is the sole
8 responsibility of the Covered Employee. Covered Employees who receive an Individual Penalties
9 Payment pursuant to this Settlement shall be responsible for correctly characterizing such amounts
10 for tax reporting purposes and solely responsible for any and all tax obligations associated with
11 such receipt.

12 **VIII. ADVICE OF ATTORNEY**

13 1. Plaintiff acknowledges she has been encouraged to seek independent representation
14 or legal counsel regarding the rights being waived by this Agreement, and was given a full and fair
15 opportunity to become fully informed about the legal impact of this Agreement before signing this
16 Agreement. Plaintiff is represented by counsel experienced in this type of matter, and this
17 Agreement was reached after extensive negotiations. Plaintiff warrants and represents that in
18 executing this Agreement, she has had the opportunity to have the terms of this Agreement and its
19 consequences completely explained to her by her attorney, and fully understands the terms and
20 consequences of this Agreement.

21 2. Plaintiff represents and acknowledges she is voluntarily entering into this
22 Agreement with the full knowledge of the rights she may be waiving.

23 **IX. SUCCESSORS**

24 1. This Agreement shall inure to the benefit of the Covered Employees and
25 Defendants, and each of their respective former, current and future parent companies, subsidiaries,
26 affiliates, shareholders, members, agents (including, without limitation, any investment bankers,
27 accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors and
28

employees), predecessors, successors, assigns, officers, directors, employees, and any individuals or entities which could be jointly liable for any of the Released Claims as defined herein.

X. EFFECTUATION

1. The Parties shall execute any and all other documents and do all other things which may be reasonably necessary to carry out the terms of this Agreement.

2. The Court shall enter judgment upon approval of this Agreement. The Court shall retain jurisdiction over the Parties to enforce the terms of the judgment. Notice of entry of judgment and order shall be served on the LWDA.

3. The Parties agree that this Agreement may be executed in counterparts and that original signatures, facsimile signatures, or PDF files of signatures shall be binding.

XI. ATTORNEYS' FEES AND EXPENSES

1. **Attorney's Fees and Expenses.** As part of the request for Court Approval, Plaintiff's Counsel will submit its request for an award of attorneys' fees associated with Plaintiff's Counsel's litigation and Settlement of this case, to be paid out of the Gross Settlement Amount, as follows: (i) up to one-third of the GSA (\$34,166) for an award of Plaintiff's Counsel's attorneys' fees and (ii) up to Three Thousand Dollars (\$3,000) for reimbursement of actual costs incurred in Plaintiff's Counsel's litigation of this case. The Court shall determine the amount of attorneys' fees to be paid to Plaintiff's Counsel at a hearing on approval of this Settlement. Any portion of the amount sought for fees and costs that is not awarded to Plaintiff's counsel will not revert to Defendants, but will be part of the Net Settlement Amount to be distributed to the LWDA and Covered Employees as set forth in Paragraph III.2.

2. **Each Party to Bear Its Own Costs.** Except as is specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action, and will not seek reimbursement thereof from any Party to this Agreement.

XII. MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This Agreement is the complete and entire agreement between the Parties regarding the Released Claims as of the effective date of the Agreement, and is intended

1 to be fully integrated. Any and all prior agreements and/or understandings, whether written or oral,
2 that are not set forth in this Agreement shall have no force or effect. Notwithstanding the foregoing,
3 the Parties acknowledge that Plaintiff and Defendants have entered into a separate confidential
4 agreement to settle all potential claims for discrimination, wrongful termination, retaliation, and
5 other individual damagers, which may be provided to the Court for in camera review to the extent
6 necessary for the Court's approval of this Settlement. Each Party acknowledges and represents that
7 in executing this Agreement they have not relied upon any inducements, promises, or
8 representations made by the other Party or any person representing any other Party which are not
9 specifically set forth in this Agreement.

10 2. **Modification.** This Agreement may not be modified, except by an express written
11 agreement signed by all Parties.

12 3. **Venue.** The parties agree that this Agreement is entered into and is to be performed
13 in San Luis Obispo County, California, and that venue for any proceeding to enforce or interpret
14 this Agreement shall be in San Luis Obispo County, California.

15 4. **Construction.** Each Party to this Agreement has had an opportunity to participate
16 in the drafting of this Agreement to the extent they desire and, therefore, this Agreement shall be
17 construed according to its plain meaning and not in favor of or against any Party.

18 5. **Governing Law.** This Stipulation is intended to and shall be governed by the laws
19 of the State of California, without regard to conflict of law principles, in all respects, including
20 execution, interpretation, performance, and enforcement.

21 6. **Corporate Signatories.** Any person executing this Stipulation or any such related
22 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
23 Parties hereto, that such person has been duly authorized by such corporation to execute this
24 Stipulation or any such related document.

25 7. **Execution in Counterparts.** This Stipulation shall become effective upon its
26 execution by all of the undersigned. The Parties and their counsel may execute this Stipulation in
27 counterparts, and execution of counterparts shall have the same force and effect as if all Parties
28 had signed the same instrument.

8. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on the date below their signatures or the signature of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: 1/11/2022, 2021

By: SYDNEY RANGEL

DocuSigned by:

Sydney Rangel

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Dated: 1/12/2022, 2021

By: WESTMONT LIVING, INC.

DocuSigned by:

Andy Plant

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Name: Andy Plant

Title: Co-Manager of GP

Dated: 1/12/2022, 2021

By: FRESNO OPERATIONS, LP

DocuSigned by:

Andy Plant

C9055582006447B...

Name: Andy Plant

Title: Co-Manager of GP