MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Launa Adolph (SBN 227743)
Ellie D. Goralnick (SBN 326276)
2101 E. El Segundo Blvd., Suite 403
El Segundo, CA 90245
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs TENESSHUA ADAMS, KIMBERLY GARCIA, MARIA DIAZ, and JORGE DUSSAN, individually and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TENESSHUA ADAMS, individually and on behalf of all other aggrieved employees,

Plaintiff,

vs.

PACIFIC VILLA, INC., a California corporation;
GLENDORA GRAND, INC., a California corporation;
CENTINELA GRAND, INC., a California corporation;
CENTURY VILLA, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. 20STCV37260

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

IT IS HEREBY STIPULATED, by and between plaintiffs Tenesshua Adams ("Adams"), Kimberly Garcia ("Garcia"), Maria Diaz ("Diaz"), and Jorge Dussan ("Dussan") (collectively, "Plaintiffs"), individually and on behalf of all other Aggrieved Employees, on the one hand, and defendants Pacific Villa, Inc., Glendora Grand, Inc., Centinela Grand, Inc., and Century Villa, Inc. (collectively, "Defendants"), on the other hand, and subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement and Release of PAGA Claims ("Settlement Agreement") and that the Court shall enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Settlement Agreement.

DEFINITIONS

1. "Action" means the representative action entitled *Adams, et al. vs. Pacific Villa, Inc.*, *et al*., Los Angeles Superior Court Case No. 20STCV37260.

2. "Aggrieved Employees" means persons employed by Defendants as non-exempt employees in California at any time during the Settlement Period.

3. "Approval Hearing" means the hearing to be conducted by the Court after the filing of an appropriate motion by Plaintiffs, at which time Plaintiffs shall request that the Court approve the Settlement, enter the Judgment, and take other appropriate action.

4. "Defendants" means defendants Pacific Villa, Inc., Glendora Grand, Inc., Centinela Grand, Inc., and Century Villa, Inc.

5. "Defense Counsel" means Frank Magnanimo and Jasmine Kiaei of Fisher & Phillips LLP.

6. "Effective Date" means the date upon which the Settlement has been finally approved by the Court and either (1) the Court of Appeal has rendered a final judgment affirming the Court's approval of the Settlement without material modification and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.

7. "Employee Information" means information regarding the Aggrieved Employees that Defendants shall in good faith compile from their records and shall be authorized by the Court to transmit in a secure manner to the Settlement Administrator. Employee Information shall be transmitted in electronic form and shall include each Aggrieved Employee's full name; last known address; Social Security number; and total number of Pay Periods.

8. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Aggrieved Employee.

9. "Judgment" means the final order and judgment to be entered by the Court granting approval of the Settlement as binding upon the Parties and the Aggrieved Employees.

10. "LWDA" means the California Labor and Workforce Development Agency.

11. "LWDA Letter" means the notices Plaintiffs sent to Defendants and the LWDA regarding their intent to pursue a representative PAGA action on behalf of the State of California and other allegedly aggrieved employees.

12. "LWDA Payment" means the portion of the Net Settlement Amount payable to the LWDA.

13. "Maximum Settlement Amount" means the maximum amount Defendants shall pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments, Plaintiffs' Counsel Award, the Service Awards, Settlement Administration Costs, and the LWDA Payment. Subject to Court approval and the terms of this Settlement Agreement, the Maximum Settlement Amount Defendant shall be required to pay is Nine Hundred Fifty Thousand Dollars ($950,000.00). No portion of the Maximum Settlement Amount will revert to Defendants for any reason.

14. "Notice" means the Notice of PAGA Settlement, substantially in the form attached as **Exhibit 1,** which shall be subject to Court approval and which the Settlement Administrator shall mail to each Aggrieved Employee explaining the terms of the Settlement.

15. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

16. "Net Settlement Amount" means the Maximum Settlement Amount, less Plaintiffs' Counsel Award, the Service Awards, and Settlement Administration Costs, of which seventy five percent (75%) shall be distributed to the LWDA and twenty five percent (25%) shall be distributed to the Aggrieved Employees.

17. "Parties" means Plaintiffs and Defendants.

18. "Pay Periods" means the total number of pay periods during which an Aggrieved Employee performed work as a non-exempt employee of Defendants in California during the Settlement Period, based on Defendants' records, and which shall be used to calculate Individual Settlement Payments.

19. "Plaintiffs" means plaintiffs Tenesshua Adams, Kimberly Garcia, Maria Diaz, and Jorge Dussan.

20. "Plaintiffs' Counsel" means Matthew J. Matern, Launa Adolph, and Ellie D. Goralnick of Matern Law Group, PC.

21. "Plaintiffs' Counsel Award" means reasonable attorneys' fees for Plaintiffs' Counsel's litigation and resolution of the Action, and Plaintiffs' Counsel's expenses and costs reasonably incurred in connection with the Action.

22. "Released Parties" means Defendants and their subsidiaries, officers, directors, members, partners, owners, shareholders, employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, and insurers.

23. "Service Awards" means the amounts the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment, in recognition of Plaintiffs' effort and risk in prosecuting the Action.

24. "Settlement" means the final and complete disposition of the Action pursuant to this Settlement Agreement.

25. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved

Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Service Awards, Plaintiffs' Counsel Award, and the LWDA Payment; (iv) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (v) preparing and submitting filings required by law in connection with the payments required by the Settlement.

26. "Settlement Administrator" means Phoenix Class Action Administration Solutions.

27. "Settlement Period" means the period from July 26, 2019 through March 9, 2025.

28. "Settlement Packet" means the packet of documents which shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee's respective Individual Settlement Payment.

RECITALS

29. Procedural History. On July 17, 2020, Adams sent notice to the LWDA of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

30. On August 17, 2020, Garcia sent notice to the LWDA of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

31. On December 4, 2020, Diaz sent notice to the LWDA of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

32. On June 22, 2021, Dussan sent notice to the LWDA of his intent to pursue a representative PAGA action on behalf of himself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

33. On September 29, 2020, Adams filed a complaint against Defendants in Los Angeles County Superior Court, alleging a single cause of action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), as a representative action for failure to provide meal and rest breaks, failure to pay minimum and overtime wages, failure to pay all wages due to

discharged and quitting employees, failure to furnish accurate itemized wage statements, failure to maintain required records, and failure to indemnify employees for necessary expenditures incurred in discharge of duties.

34. On October 23, 2020, plaintiffs filed a First Amended Complaint adding Garcia as a named plaintiff.

35. On February 17, 2021, plaintiffs filed a Second Amended Complaint.

36. On July 9, 2021, plaintiffs filed a Third Amended Complaint.

37. On August 26, 2021, Plaintiffs filed a Fourth Amended Complaint, which added Diaz and Dussan as named plaintiffs.

38. On July 27, 2022, the Court compelled Plaintiffs' individual PAGA claims to arbitration and stayed the representative PAGA claims pending the arbitration of Plaintiffs' individual PAGA claims.

39. On September 6, 2024, the Parties participated in a private mediation session with mediator Todd Smith but were unable to reach an agreement.

40. On March 9, 2025, the Parties reached an agreement to resolve this Action.

41. Benefits of Settlement to Plaintiffs and the Aggrieved Employees. Plaintiffs and Plaintiffs' Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiffs' claims in the Action through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto. Based on the foregoing, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable and provides genuine and meaningful relief consistent with the underlying purposes of PAGA.

42. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall

continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement and to put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not give rise to liability. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

43. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved Employees, subject to the terms and conditions hereof and the Court's approval.

44. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the Aggrieved Employees are not relying on any statement or representation by the Parties, Plaintiffs' Counsel or Defense Counsel in this regard. The Aggrieved Employees and Plaintiffs' Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Plaintiffs' Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

45. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES,

PLAINTIFFS' COUNSEL, OR DEFENSE COUNSEL 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, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT 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 SETTLEMENT AGREEMENT.

46. Approval of Settlement. Plaintiffs shall be responsible for moving the Court to approve the Settlement and enter the Judgment. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for approval.

47. Released Claims.

a. Aggrieved Employees' Release. Upon full payment of the Maximum Settlement Amount, all Aggrieved Employees shall be deemed to have released the Released Parties of all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts, causes of action and legal theories contained in the operative complaint in the Action or LWDA letter, including but not limited to claims for civil penalties based on the following: (i) failure to provide meal periods; (ii) failure to authorize and permit rest periods; (iii) failure to pay minimum wages; (iv) failure to pay overtime wages; (v) failure to timely pay wages during employment; (vi) failure to pay all wages due to discharged and quitting employees; (vii) failure to maintain required records; (viii) failure to furnish accurate itemized wage statements; and/or (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties. This release expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Settlement Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct.* (*Angelo Dairy*) (2009) 46 Cal.4th 969, Aggrieved Employees are not permitted to opt-out of the Settlement.

b. Plaintiffs' Release. Upon full payment of the Maximum Settlement Amount, Adams, Garcia, and Diaz shall be deemed to have released any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Adams, Garcia, and Diaz, or their heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, against the Released Parties which arose at any time prior to entry of the Judgment, including but not limited to any and all claims which arose out of or are in any way connected with Adams', Garcia's, and Diaz's employment with Defendants or their separation from employment with Defendants. This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553). Dussan's Release shall be addressed in a separate agreement.

As to the released claims only, Adams, Garcia, and Diaz expressly waive all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads 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

MATERN LAW GROUP, PC
2101 E. EL SEGUNDO BLVD, STE 403
EL SEGUNDO, CA 90245

and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their released claims, Adams, Garcia, and Diaz expressly acknowledge that this Settlement is intended to include in its effect, without limitation, all released claims which Adams, Garcia, and Diaz do not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such released claims.

48. Funding and Allocation of the Maximum Settlement Amount. Defendants shall pay a Maximum Settlement Amount not to exceed Nine Hundred Fifty Thousand Dollars ($950,000.00) in two equal installments of Four Hundred Seventy-Five Thousand Dollars ($475,000.00). The first installment payment shall be paid no later than ten (10) days after entry of an order granting approval of the Settlement, and the second installment shall be paid one (1) year after the first installment. Defendants shall provide the installment payments to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer.

a. Individual Settlement Payments.

i. Individual Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement Amount no later than ten (10) days after Defendants provide the Settlement Administrator with the full Maximum Settlement Amount pursuant to the following formula: Defendants shall provide the Settlement Administrator with the Pay Periods for each Aggrieved Employee. The Settlement Administrator shall then divide the portion of the Net Settlement Amount allocated to the Aggrieved Employees by the total number of Pay Periods for all Aggrieved Employees resulting in a value for each pay period worked by the Aggrieved Employees during the Settlement Period ("Pay Period Value"). The Settlement Administrator shall then multiply the number of Pay Periods for each Aggrieved Employee by the Pay Period Value.

ii. Individual Settlement Payments shall be made by check and shall be made payable to each Aggrieved Employee as set forth in this Settlement Agreement.

iii. Individual Settlement Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the Individual Settlement Payment.

iv. Individual Settlement Payment checks shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall distribute the value of the uncashed check to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. In such event, such Aggrieved Employees shall nevertheless remain bound by the Settlement.

b. Service Award. Subject to Court approval, Adams and Diaz shall each be paid a Service Award not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) and Garcia and Dussan shall each be paid a Service Award not to exceed Ten Thousand Dollars ($10,000.00), or any lesser amounts as awarded by the Court, for their time and effort in bringing and presenting the Action and for releasing their Released Claims. Defendants shall not oppose or object to Plaintiffs' requests for Service Awards in the amounts set forth herein. The Service Awards shall be paid to Plaintiffs from the Maximum Settlement Amount no later than ten (10) days after Defendants provide the Settlement Administrator with the full Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their respective Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their respective Service Award and shall hold harmless Defendants, Plaintiffs' Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Service Awards. The Service Awards shall be made in addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for the Service Awards and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to the LWDA and the Aggrieved Employees.

c. Plaintiffs' Counsel Award. Subject to Court approval, Plaintiffs' Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third of the Maximum Settlement Amount, which amounts to Three-Hundred Sixteen Thousand Six Hundred

Sixty-Six Dollars and Sixty-Seven Cents ($316,666.67). In addition, Plaintiffs' Counsel shall be entitled to an award of reasonable costs associated with Plaintiffs' Counsel's prosecution of the Action in an amount not to exceed One Hundred Thousand Dollars ($100,000.00). Plaintiffs' Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiffs' Counsel Award approved by the Court. Defendants shall not oppose or object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed Three-Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($316,666.67) and request for an award of reasonable costs not to exceed One Hundred Thousand Dollars ($100,000.00). In the event that the Court awards Plaintiffs' Counsel less than Three-Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($316,666.67) in attorneys' fees and/or One Hundred Thousand Dollars ($100,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to the LWDA and the Aggrieved Employees. Plaintiffs' Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendant provides the Settlement Administrator with the full Maximum Settlement Amount. Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable taxes on the Plaintiffs' Counsel Award. This Settlement is not conditioned upon the Court awarding Plaintiffs' Counsel any particular amount of attorneys' fees or costs.

d. Settlement Administration Costs.

i. The Settlement Administration fees and expenses, which are estimated not to exceed Nine Thousand Nine Hundred Fifty Dollars ($9,950.00), shall be paid from the Maximum Settlement Amount. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

ii. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

iii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

49. Settlement Administration.

a. Mailing of Settlement Packets. Within thirty (30) days of approval of the Settlement by the Court, Defendants shall provide the Settlement Administrator with the Employee Information for purposes of mailing the Settlement Packets to Aggrieved Employees. Prior to mailing the Settlement Packets, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within ten (10) days of receiving the full Maximum Settlement Amount from Defendants as provided herein, the Settlement Administrator shall mail the Settlement Packets to all Aggrieved Employees via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved Employees and fully complies with due process.

b. Undeliverable Settlement Packets. Any Settlement Packet returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address, and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose Settlement Packet was returned as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.

c. Determination of Individual Settlement Payments. The Settlement Administrator shall determine the eligibility for, and the amount of, each Individual Settlement Payment under the terms of this Settlement Agreement.

d. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith and make use of the services of mediator Todd Smith, if necessary, to resolve the dispute without the necessity of involving the Court.

e. Accounting. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

f. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

50. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this Settlement.

51. Adjustment of Maximum Settlement Amount. The Maximum Settlement Amount was negotiated and is premised on the understanding that the Aggrieved Employees collectively worked approximately 75,000 Pay Periods. In the event that this number increases by more than ten percent (10%) (i.e., by more than 7,500 Pay Periods), the Maximum Settlement Amount will be increased pro-rata.

52. Nullification of Settlement. In the event: (i) the Court does not enter the Judgment; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and this Settlement Agreement and any documents related to it shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Parties. In the event an appeal is filed from the Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending

final resolution of the appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by Defendants to the Settlement Administrator.

53. No Admission by Defendants. Defendants deny all claims alleged in this Action and deny all wrongdoing whatsoever by Defendants. Neither this Settlement Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants. The Parties agree that this Settlement Agreement shall not be admissible in this or any other proceeding as evidence that Defendants are liable to Plaintiffs or any Aggrieved Employee, other than according to the terms of this Settlement Agreement.

54. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only.

55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement and enter the Judgment.

56. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

57. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendants concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

58. Authorization to Enter into Settlement Agreement. Plaintiffs' Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties, Plaintiffs' Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event that 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 and/or mediator Todd Smith to resolve such disagreement. The person(s) signing this Settlement Agreement on behalf of Defendants represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges, and duties under the Settlement Agreement, and that they enter this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement. Additionally, the Parties have cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be construed against any of the Parties.

59. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

60. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

61. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

63. Invalidity of Any Provision. Before declaring any term or provision of this Settlement Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

Dated: Aug 5, 2025, 2025

Tenesshua Adams (Aug 5, 2025 16:19:03 PDT)
Plaintiff Tenesshua Adams

Dated: _______________, 2025

____
Plaintiff Kimberly Garcia

Dated: _______________, 2025

____
Plaintiff Maria Diaz

Dated: _______________, 2025

____
Plaintiff Jorge Dussan

///

///

///

///

///

61. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

63. Invalidity of Any Provision. Before declaring any term or provision of this Settlement Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

Dated: _______________, 2025 ______________________________
Plaintiff Tenesshua Adams

Dated: Aug 5, 2025, 2025 ______________________________
Kimberly Garcia (Aug 5, 2025 15:41:28 PDT)
Plaintiff Kimberly Garcia

Dated: _______________, 2025 ______________________________
Plaintiff Maria Diaz

Dated: _______________, 2025 ______________________________
Plaintiff Jorge Dussan

///

///

///

///

///

61. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiffs' Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

63. Invalidity of Any Provision. Before declaring any term or provision of this Settlement Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

Dated: ______________, 2025

____
Plaintiff Tenesshua Adams

Dated: ______________, 2025

____
Plaintiff Kimberly Garcia

Dated: Aug 5, 2025, 2025

Maria Diaz (Aug 5, 2025 15:35:02 PDT)
Plaintiff Maria Diaz

Dated: Aug 1, 2025, 2025

Jorge Dussan (Aug 1, 2025 16:07:28 PDT)
Plaintiff Jorge Dussan

///

///

///

///

///

Dated: 08/01/2025

William Nelson

Defendant Pacific Villa, Inc.

By: Bill Nelson

Its: President and CEO

Dated: 08/01/2025

William Nelson

Defendant Centinela Grand, Inc.

By: Bill Nelson

Its: President and CEO

Dated: 08/01/2025

William Nelson

Defendant Century Villa, Inc.

By: Bill Nelson

Its: President and CEO

Dated: 08/01/2025

William Nelson

Defendant Glendora Grand, Inc.

By: Bill Nelson

Its: President and CEO

Approved as to form and content:

Dated: ______________, 2025

MATERN LAW GROUP, PC

By: ______________________________

MATTHEW J. MATERN
LAUNA ADOLPH
ELLIE D. GORALNICK
Attorneys for Plaintiffs TENNESHUA ADAMS, KIMBERLY GARCIA, MARIA DIAZ, and JORGE DUSSAN

///

///

///

Dated: _______________, 2025

____
Defendant Pacific Villa, Inc.

By: ______________________________

Its: ______________________________

Dated: _______________, 2025

____
Defendant Centinela Grand, Inc.

By: ______________________________

Its: ______________________________

Dated: _______________, 2025

____
Defendant Century Villa, Inc.

By: ______________________________

Its: ______________________________

Dated: _______________, 2025

____
Defendant Glendora Grand, Inc.

By: ______________________________

Its: ______________________________

Approved as to form and content:

Dated: 8/5, 2025

MATERN LAW GROUP, PC

By: Launa W. [signature]

MATTHEW J. MATERN
LAUNA ADOLPH
ELLIE D. GORALNICK
Attorneys for Plaintiffs TENNESHUA ADAMS, KIMBERLY GARCIA, MARIA DIAZ, and JORGE DUSSAN

///

///

///

Dated: August 7, 2025

FISHER & PHILLIPS LLP

By: [signature]

FRANK MAGNANIMO
JASMINE KIAEI
Attorneys for Defendants PACIFIC VILLA, INC., GLENDORA GRAND, INC., CENTINELA GRAND, INC., and CENTURY VILLA, INC.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TENESSHUA ADAMS, individually and on behalf of all other aggrieved employees, Plaintiff, vs. PACIFIC VILLA, INC., a California corporation; GLENDORA GRAND, INC., a California corporation; CENTINELA GRAND, INC., a California corporation; CENTURY VILLA, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 20STCV37260 **NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

This is to notify you that you have been designated to receive a settlement award pursuant to the California Private Attorney General Act ("PAGA"), Labor Code § 2699, *et seq.*, in connection with your employment with Pacific Villa, Inc., Glendora Grand, Inc. Centinela Grand, Inc., and/or Century Villa, Inc. ("Defendants"). This settlement award arises from a lawsuit filed by plaintiffs Tenesshua Adams, Kimberly Garcia, Maria Diaz, and Jorge Dussan ("Plaintiffs") against Defendants in Los Angeles Superior Court, entitled *Adams, et al. vs. Pacific Villa, Inc., et al.*, Case No. 20STCV37260.

In the lawsuit, Plaintiffs allege that Defendants violated California labor laws by failing to provide non-exempt employees meal and rest breaks, failing to pay minimum and overtime wages, failing to timely pay wages during employment, failing to pay all wages due to discharged and quitting employees, failing to maintain required records, failing to furnish accurate itemized wage statements, and failing to indemnify employees for necessary expenditures incurred in discharge of duties, and sought civil penalties under PAGA on behalf of all persons employed by Defendants as non-exempt employees in California at any time between July 26, 2019 through March 9, 2025 (the "Settlement Period"). Defendants deny any wrongdoing and all liability in the action but have agreed to settle the matter to avoid the expense and disruption of further litigation.

Enclosed please find a check in the amount of $___, which may be cashed until [180 days from date of mailing]. Funds attributable to any uncashed check will be sent after this date to the State Controller's Unclaimed Property Fund in the name of the employee. The amount of your settlement check is based on the number of pay periods you worked for Defendants in California during the Settlement Period. The amount represents penalties and will be reported on an IRS Form 1099. If you have any questions regarding tax reporting or payment, you should contact a tax professional.

Under the terms of the Court-approved settlement, you have released Defendants and all released parties of all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts, causes of action and legal theories contained in the operative complaint in the Action or LWDA letter, including but not limited to claims for civil penalties based on the following: (i) failure to provide meal periods; (ii) failure to authorize and permit rest periods; (iii) failure pay minimum wages; (iv) failure to pay overtime wages; (v) failure to timely pay wages during employment; (vi) failure to pay all wages due to discharged and quitting employees; (vii) failure to maintain required records; (viii) failure to furnish accurate itemized wage statements; and/or (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties. This release expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Settlement Period.

If you have any questions regarding this award or the case, you may contact the Settlement Administrator:

Settlement Administrator
Address
Telephone Number

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.