

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Frank Quiroga (“Plaintiff”), for himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) PAGA Settlement Members, on the one hand, and Defendants FF Properties II LP, FF Properties LP, and Fairfield Residential Company LLC (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” means the civil action, *FRANK QUIROGA, individually and on behalf of all others similarly situated, Plaintiff, v. FF PROPERTIES II LP; and DOES 1 through 20, inclusive, Defendants*, pending in the Superior Court of California in and for the County of Riverside, Case No. RIC2002563.
- (b) “Agreement” means this Settlement Agreement.
- (c) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- (d) “Complaint” means the operative First Amended Complaint, which was filed on or about January 22, 2021, for Violations of The California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*). As explained herein, prior to seeking approval of this Agreement with the Court, the Parties shall stipulate to Plaintiff’s filing of a Second Amended Complaint to add FF Properties LP and Fairfield Residential Company LLC as additional Named Defendants and adding additional claims alleged in Plaintiff’s July 21, 2022 letter to the LWDA.
- (e) “Court” means the Superior Court for the State of California, County of Riverside.
- (f) “Defendants” means the Defendants in this Action, FF Properties II LP, FF Properties LP, and Fairfield Residential Company LLC.
- (g) “Defense Counsel” or “Counsel for Defendants” means:

KADING BRIGGS LLP
GLENN L. BRIGGS (SBN 174497)
Email: gbriggs@kadingbriggs.com

THERESA A. KADING (SBN 211469)
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100 Spectrum Center Dr., Suite 800
Irvine, CA 92618
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- (h) “PAGA Settlement Members” means all current and former employees of Defendants who were employed in a non-exempt Property Management Onsite position in California at any time between July 9, 2019 and December 31, 2022.
- (i) “PAGA Settlement Member Payment” means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (j) “Effective Date” means the date on which the Court’s approval of the settlement can no longer be appealed or subject to any further judicial review, meaning no sooner than 60 days after the order approving the settlement is signed by the Court.
- (k) “Final Order” means the final Court order and judgment entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (l) “LWDA” means the State of California Labor and Workforce Development Agency.
- (m) “Named Plaintiff” or “Plaintiff” mean Frank Quiroga.
- (n) “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- (o) “Plaintiff’s Counsel” means:

AEGIS LAW FIRM, PC
Samuel A. Wong (SBN 217104)
Kashif Haque (SBN 218672)
Jessica L. Campbell (SBN 280626)
Alexander G.L. Davies (SBN 328125)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

- (p) “Released Parties” means Defendants FF Properties II LP, FF Properties LP, and Fairfield Residential Company LLC, and its/their respective past, present, or future officers, directors, and employees.

- (q) “Released Claims”: Each of the PAGA Settlement Members, including Plaintiff, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all PAGA claims, from July 9, 2019, through December 31, 2022, seeking civil penalties and any other remedies available under California Labor Code Sections 2698, *et seq.*, including attorneys’ fees and costs, that were described in the notices of alleged PAGA violations sent by Plaintiff to the LWDA, attached hereto as Exhibits A and B, and alleged in the Second Amended Complaint, attached hereto as Exhibit C, including PAGA claims for violations of Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all applicable IWC Wage Orders as to the above claims.
- (r) “PAGA Period” means from July 9, 2019 through December 31, 2022, which is also the effective period for the Release of the Released Claims.
- (s) “Gross Settlement Amount” or “GSA” means the total gross settlement amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), subject to the possible invocation of the escalator clause (as provided in Paragraph II, Section C, Subsection (b) of this agreement), to be paid by Defendants within 30 days of the Effective Date, as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(l)(2). This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement has been received by the party seeking to void the Settlement. The failure of the Court to approve the amount of attorneys’ fees and costs requested by Plaintiff’s counsel shall not be grounds to void the Settlement.

As soon as is practicable after the execution of this Agreement, Plaintiff will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. Plaintiff’s counsel will send a draft of the motion for approval and a draft of the Final Order to Defendants’ counsel

for review at least three (3) business days prior to filing. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

C. Gross Settlement Amount Payment Procedures

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Gross Settlement Amount, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement (with the express exception of any increase to the Gross Settlement Amount required pursuant to the potential invocation of the Escalator Clause / Pro Rata Increase as set forth in subsection (b) below). The Gross Settlement Amount shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to one-third of the total Gross Settlement Amount ("Fee Amount") as attorneys' fees and will request up to \$20,000.00 in actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. The fees and costs awarded by the Court will be paid out of the Gross Settlement Amount. This Fee Amount will cover all work performed to date and all work to be performed in connection with the approval by the Court of this Agreement and the final conclusion of this Action. The Actual Costs sought will cover all costs and expenses incurred to date or to be incurred. Any modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not. Any amount sought by Plaintiff's counsel and not approved by the Court will be distributed among the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(3).
- (2) Settlement Administration Fees: All Settlement Administration expenses shall be paid from the Gross Settlement Amount and shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00). The Parties agree to retain Phoenix Class Action Settlement Administrators ("Settlement Administrator") to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$3,500.00, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(3).

- (3) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the amount of fees awarded to Plaintiff's counsel (see Section II(C)(a)(1)), the amount of Actual Costs awarded to Plaintiff's counsel, and Settlement Administration Fees incurred from the \$250,000.00 Gross Settlement Amount (this will yield the "Net Settlement Amount"). Thereafter, of the remaining Net Settlement Amount, for each PAGA Settlement Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members.

Each PAGA Settlement Member's *pro rata* share of the Net Settlement Amount ("PAGA Settlement Member Payment") will be determined by the Settlement Administrator, by converting the Net Settlement Amount into a pay period value. The pay period value will be established by dividing the Net Settlement Amount by the number of pay periods worked by all PAGA Settlement Members in a relevant Property Management Onsite position in California from July 9, 2019 to December 31, 2022 ("PAGA Period"). The pay periods worked by PAGA Settlement Members during the PAGA Period in a relevant position in California will be derived by analysis of the time and payroll data in Defendants' records and extrapolation as needed, including estimates based on PAGA Settlement Members' hire and termination dates, for any periods of time in which such data is not immediately available. The PAGA Settlement Member Payment for each PAGA Settlement Member will be determined by multiplying the pay period value by each PAGA Settlement Member's individual pay periods and then multiplying that amount by 25% (the other 75% is the LWDA Payment). All payments are for penalties and will be reported on IRS 1099 forms, if required. There will be no reversion to Defendants and no claims process for PAGA Settlement Members to receive payment.

The PAGA Settlement Member Payments paid to Plaintiff and PAGA Settlement Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the PAGA Settlement Members. The Parties agree that any PAGA Settlement Member Payment to Plaintiff or other PAGA Settlement Members under the terms of this Agreement do not represent any modification of Plaintiff's or PAGA Settlement Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any PAGA Settlement Member Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

(b) Escalator Clause / Pro Rata Increase

Defendants have represented that the total number of pay periods worked by the PAGA Settlement Members in a relevant position in California from July 9, 2019 through the date of mediation (July

26, 2022) was 15,700, and this serves as the basis for Plaintiff accepting the settlement. If the number of pay periods worked by PAGA Settlement Members in a relevant position in California in the PAGA Period exceeds 15,700 by more than ten percent, the GSA will increase by the same percentage above 10% (i.e., if the pay periods worked increase by 11%, Defendants would increase the GSA by one percent).

(c) Funding and Distribution Process

Within thirty (30) days after the Effective Date, Defendants will transmit to the Settlement Administrator the entirety of the Gross Settlement Amount (including any required increase to the Gross Settlement Amount pursuant to the Escalator Clause / Pro Rata Increase indicated in subsection (b), above). The Parties agree that the Gross Settlement Amount is intended to be a “Qualified Settlement Fund” (“QSF”) under Section 468B of the Code and Treasury Regulations Section 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. Section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

Within fifteen (15) business days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of all PAGA Settlement Members, including: (1) names, (2) employee IDs, (3) Social Security Numbers, (4) last known addresses, (5) the number of pay periods worked by each PAGA Settlement Member for Defendants in a relevant position in California during the PAGA Period, and (6) an indication of whether the PAGA Settlement Member is a current or former employee of Defendants. The contact and other information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator’s duties as specified in this Settlement. It shall not be shared by the Settlement Administrator with Plaintiff, his counsel, or any third party without the express written consent of Defendants’ counsel of record and/or court order, except if a Class Member specifically requests that their information be shared with Plaintiff’s counsel.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment explaining the reason for the payment, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the California State Controller’s Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

Within twenty (20) business days of receipt of the Gross Settlement Amount, the Settlement Administrator shall send a check to the LWDA for the LWDA Payment, in the amount calculated pursuant to the terms of this Settlement.

Within twenty (20) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse from the Gross Settlement Amount an amount sufficient to pay the Attorneys' Fees and Costs described in II(C)(a), in the form of a check or wire for the amount of fees and costs awarded by the Court made payable to "Aegis Law Firm, PC" delivered to Plaintiff's Counsel.

(d) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount (with the express exception of any increase to the Gross Settlement Amount pursuant to the potential invocation of the Escalator Clause / Pro Rata Increase as set forth herein in subsection (b), above). If the Escalator Clause / Pro Rata Increase is not triggered, Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal of all of Plaintiff's claims with prejudice in their entirety) provided in this Agreement or to fully and finally settle and resolve the Released Claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(e) Tax Indemnity

The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Settlement Member, including Plaintiff, will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiff and Plaintiff's Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any PAGA Settlement Member should any taxing authority challenge the allocation of the Settlement Payments and/or PAGA Settlement Member Payments.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants FF Properties II LP, FF Properties LP, and Fairfield Residential Company LLC deny any liability or wrongdoing of any kind and further deny that, for any purpose other than settling this matter, this matter is appropriate for class or representative treatment. Defendants maintain, among other things, that they have complied with federal and California law in all aspects. Nothing

in these settlement negotiations, approval of the settlement, orders related to settlement, or any other aspect of the settlement will be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. No Press Release or Publicity Regarding the Terms of Settlement

Neither Plaintiff nor his counsel will, unless required by law, issue any press releases or have any communications to the press concerning this litigation, the terms of the Settlement, and/or the business practices of Defendants. Plaintiff's counsel shall not include in any mass mailing, website, or other public communication a reference to this litigation, the Settlement, or the business practices of Defendants. Nothing in this paragraph shall affect the ability of Plaintiff's counsel to carry out their duties consistent with and as required by any other provision herein, including providing any necessary declarations to the Court. Additionally, nothing in this paragraph shall prevent Plaintiff's counsel's ability to cite to this matter to establish qualifications as class and/or representative counsel in other cases.

D. Effect of Non-Approval by Court and Nullification

Should the Court not approve the Settlement, the Parties shall request leave and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions as of July 26, 2022. In order for the Parties to be restored to their litigation positions as of July 26, 2022, either party shall file a written notice with the Court detailing the reasons why any Court-identified issues cannot be resolved by reasonable efforts. The written notice shall be filed no earlier than twenty-one (21) days after the Court enters an order denying approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy the issues, or if the Court's approval is reversed or materially modified on appellate review, the Parties' Settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

In the event that this Agreement does become null and void under the circumstances described in the preceding paragraph: (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the July 26, 2022 mediation

in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. General Release by Named Plaintiff

Separate from Plaintiff's agreement to release all PAGA wage and hour claims alleged in the Action, Plaintiff has also entered into a confidential standalone agreement to release his individually alleged claims against Defendants, including non-PAGA wage and hour claims and all other claims arising out of his employment, and has agreed to resign his employment with FF Properties II LP ("Plaintiff's Individual Settlement Agreement."). Plaintiff's Individual Settlement Agreement includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have against Defendants, including a waiver of Section 1542, but excluding his PAGA wage and hour claims, which he is releasing in this Agreement. Payment of the amount agreed to in Plaintiff's Individual Settlement Agreement shall be made by Defendants separate from and in addition to the Gross Settlement Amount paid in resolution of the PAGA claims alleged, and will be due after the Court grants Final Approval in the Action.

B. Claims Released By Plaintiff and the State of California

Upon complete funding of the Gross Settlement Amount, Plaintiff and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties from any and all of the Released Claims, as defined in paragraph I, subsection (q) of this Agreement. The express purpose of this Settlement is to forever bar Plaintiff, the LWDA, and any PAGA Settlement Member acting on behalf of or purporting to act on behalf of the LWDA, from asserting any of the Released Claims against the Released Parties in any future litigation to the greatest extent provided by law. Pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), any party to this Agreement may use the Agreement to assert that this Settlement and the judgment entered by the Court following approval bars any later-filed action asserting the Released Claims against any of the Released Parties during the PAGA Period. PAGA Settlement Members will be bound by all terms of this Agreement, including the Release, regardless of whether that PAGA Settlement Member receives and cashes his or her PAGA Settlement Member Payment.

C. Amended Complaint

As part of the settlement of this matter and for purposes of this settlement only, Plaintiff will file and Defendants shall agree to a stipulation allowing Plaintiff to file a Second Amended Complaint to add FF Properties LP and Fairfield Residential Company LLC as additional Named Defendants and to add the claims alleged and administratively exhausted in his July 21, 2022, letter to the LWDA. Otherwise, the Second Amended Complaint will be identical to the current operative First Amended Complaint in this matter. If the Settlement is not approved, the Parties' willingness to stipulate to the filing of the Second Amended Complaint shall have no bearing on, and will not be admissible in connection with, these issues in this matter or any subsequent proceeding.

D. No Additional Attorneys' Fees or Costs

Except as provided for herein, the Parties agree to bear his/its/their own attorneys' fees and costs related to this Action.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA before or on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff individually and expressly warrants that he has not transferred to any person or entity, any right or cause of action, or claim released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement, once fully executed by the Parties, supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed

by the Parties.

G. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

H. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or his/its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

I. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

K. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

L. Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

M. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

N. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

O. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

P. Interim Stay

The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the settlement approval hearing to be conducted by the Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 2/10, 2023

DocuSigned by:
Frank Quiroga
854CE45B6878420...

FRANK QUIROGA, Plaintiff and PAGA Representative

Dated: _____, 2023

FF Properties II LP

By _____
_____, its _____

N. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

O. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

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The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the settlement approval hearing to be conducted by the Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2023

FRANK QUIROGA, Plaintiff and PAGA
Representative

Dated: 2/17/23, 2023

Kim Knight
FF Properties II LP

By Kim Knight

FF Properties II LP, its SVP HR

Dated: 2/17/2023, 2023

Kim Knight

FF Properties LP

By

Kim Knight, its SVP HR

Dated: Feb 17, 2023, 2023

Kim Knight

Kim Knight (Feb 17, 2023 12:21 MST)

Fairfield Residential Company LLC

By

Kim Knight, its SVP HR

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2023

AEGIS LAW FIRM, PC

By _____

SAMUEL A. WONG

JESSICA L. CAMPBELL

ALEXANDER G.L. DAVIES

Attorneys for Plaintiff

Dated: 2/17, 2023

KADING BRIGGS LLP

By Theresa Kading

THERESA A. KADING

GLENN L. BRIGGS

Attorneys for Defendants

Dated: _____, 2023

FF Properties LP

By

_____, its _____

Dated: _____, 2023

Fairfield Residential Company LLC

By

_____, its _____

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: February 23, 2023

AEGIS LAW FIRM, PC

By 

SAMUEL A. WONG
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: _____, 2023

KADING BRIGGS LLP

By _____
THERESA A. KADING
GLENN L. BRIGGS
Attorneys for Defendants