

PAGA SETTLEMENT AGREEMENT

Subject to court approval, Plaintiff Ernest Winters (“Plaintiff”), on behalf of the other alleged aggrieved employees (“Aggrieved Employees” as described below), and as a private attorney general on behalf of the State of California, on the one hand, and Defendants Douglas Emmett Management, LLC, Douglas Emmett Management, Inc., and Douglas Emmett, Inc. (together, “Defendants”), on the other hand (collectively with Plaintiff, “Parties”), hereby agree to the following settlement (“Settlement,” “Settlement Agreement,” or “Agreement”) of claims under the Private Attorneys General Act (“PAGA”).

RECITALS

WHEREAS, on December 18, 2020, Winters sent notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of his intent to pursue a representative action pursuant to PAGA, on behalf of himself and the State of California, as well as on behalf of a group of alleged aggrieved employees based on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, and 512, and of California Code of Regulations, title 8, section 11050 (“PAGA Notice”);

WHEREAS, on March 18, 2021, Winters filed *Ernest Winters v. Douglas Emmett, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV10680 (“PAGA Action”), on behalf of himself and all other non-exempt employees of Defendants in California, alleging violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, and 512, and of California Code of Regulations, title 8, section 11050;

WHEREAS, on March 6, 2024, Plaintiff sent an amended notice to the LWDA and Defendants of his intent to pursue a representative action pursuant to the PAGA, on behalf of themselves and the State of California as well as on behalf of a group of alleged aggrieved employees based on Defendants’ alleged violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 206, 210, 212, 213, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 558.1, 1174, 1193.1, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, and 2802, and of California Code of Regulations, title 8, section 11050 (“Amended PAGA Notice”);

WHEREAS, Defendants at all relevant times denied, and currently deny, all claims;

WHEREAS, on January 30, 2024, respective counsel for Plaintiff and Defendants participated in an all-day mediation with experienced wage-and-hour mediator Michael A. Strauss, Esq., thereafter agreed to resolve the PAGA Action, and ultimately reached the Settlement described herein, which was negotiated in light of all known facts and circumstances, including, *inter alia*, the potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

PERSONS COVERED BY THE SETTLEMENT

1. **Aggrieved Employees:** This Settlement covers all non-exempt current and former employees of Defendants who were employed in California at any time from December 18, 2019, through the Effective Date in the positions of Day Porter, Utility Engineer, and Service Technician (“Aggrieved Employees”), including Plaintiff.
2. **Settlement Period:** The Settlement covers the period from December 18, 2019, through the Effective Date (“Settlement Period”).
3. **Effective Date:** The “Effective Date” will be the date that this Settlement Agreement is fully executed by all of the signatories hereto. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date.

SETTLEMENT CONSIDERATION

4. **Maximum Settlement Amount:** Subject to the terms and conditions of this Agreement, Defendants will pay the gross maximum amount of Two-Hundred Sixty-Thousand U.S. Dollars (\$260,000.00) (“Maximum Settlement Amount”) to settle the claims in the PAGA Action and any other claims released pursuant to this Agreement. In no event shall Defendants be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes Attorneys’ Fees, Litigation Costs, Settlement Administrator Costs, a Service Enhancement Award to Plaintiff, and payment for the “Released Claims” as defined below (including payment to the LWDA and payments to Aggrieved Employees).
5. **Attorneys’ Fees:** In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys’ fees arising out of the PAGA Action, Greenstone Law APC and Zelenski Law, PC

(collectively, "Plaintiff's Counsel") shall request, and be paid from, the Maximum Settlement Amount a maximum amount of one-third of the Maximum Settlement Amount, subject to court approval. To the extent the court approves attorneys' fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

6. Litigation Costs: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for litigation costs arising out of the PAGA Action, Plaintiff's Counsel shall request, and be paid from, the Maximum Settlement Amount a maximum amount equal to Plaintiff's Counsel's documented litigation costs, subject to court approval. To the extent the court approves litigation costs of less than the amount requested by Plaintiff's Counsel, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

7. Service Enhancement Award: Defendants agree that they will not oppose an application by Plaintiff for a Service Enhancement Award of up to Five-Thousand U.S. Dollars (\$5,000.00).

8. PAGA Penalties Fund: The Parties agree that Defendants, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of any court-approved attorneys' fees, litigation costs, service enhancement award, and settlement-administration Costs ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the respective number of pay periods they were employed in non-exempt positions during the Settlement Period.

9. Settlement Administrator: Phoenix Settlement Administrators ("Phoenix") shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Phoenix and verified that, as a condition of appointment, Phoenix agrees to be bound by

this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Parties' request to the court for the payment of the Settlement Administration Costs. The Parties, Plaintiff's Counsel, and Defendants' counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

10. Employer Identification Number: The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and providing reports to state and federal tax authorities.

11. Qualified Settlement Fund: The Settlement Administrator shall establish a settlement fund that meets the requirements of a qualified settlement fund ("QSF") under U.S. Treasury Regulation section 468B-1.

12. Settlement Administration Costs: The Settlement Administrator has represented that the maximum amount necessary to administer the Settlement—including, but not limited to, costs associated with printing, distributing, and tracking documents for this Settlement; calculating estimated amounts per aggrieved employee; tax-reporting payments on IRS 1099 Forms; distributing the PAGA Penalties Fund and providing necessary reports; and other duties and responsibilities as requested by the Parties—is anticipated to be no greater than Four-Thousand Seven-Hundred Fifty Dollars (\$4,750.00) ("Settlement Administration Costs"). The Parties shall request that the Settlement Administrator be paid the Settlement Administration Costs from the Maximum Settlement Amount in a maximum amount of Four-Thousand Seven-Hundred Fifty Dollars (\$4,750.00), subject to court approval. To the extent the court approves settlement-administration costs of less than the amount requested by the Parties, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay itself the amount described in this paragraph.

13. Court Approval of the Settlement and Distribution of the Settlement Payments: Within forty-five (45) calendar days of the Parties executing this Settlement Agreement, Plaintiff will file a motion or stipulation requesting that the court issue an order approving and incorporating by reference the

terms and conditions of the Settlement Agreement and entering judgment. Plaintiff and Defendants will jointly prepare and approve the proposed approval order and judgment to be entered by the court to enforce this Agreement. The proposed approval order and judgment will be submitted concurrently with the documents asking the court to approve the Settlement. Plaintiff shall submit this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed.

14. Funding of the Settlement: Within thirty (30) calendar days after the court's entry of the approval order and judgment, Defendants will pay the Maximum Settlement Amount to the Settlement Administrator.

15. Settlement Payments to the Aggrieved Employees: No later than thirty (30) calendar days after the court's entry of the approval order and judgment, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last-known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of payroll periods during the Settlement Period during which each Aggrieved Employee was engaged as a non-exempt employee in California for Defendants. No later than twenty-one (21) calendar days after receipt of both the Maximum Settlement Amount and the Aggrieved Employee List from Defendants, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one-hundred eighty (180) calendar days. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, so long as the replacement check is requested by the Aggrieved Employee prior to the void date. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more

than one-hundred eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division. In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment, as well as the release of claims set forth in paragraph 16 of this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

16. Release of Claims for the Aggrieved Employees and the State of California: Upon issuance of the court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were asserted, or that could reasonably have been asserted based on the facts alleged in, the PAGA Action, the PAGA Notice, and/or the Amended PAGA Notice ("Released Claims"), including, but not limited to, PAGA penalties for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 206, 210, 212, 213, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 558.1, 1174, 1193.1, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, and 2802; as well as title 8, section 11050 of the California Code of Regulations. "Released Parties" shall mean Defendants, their past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendants in relation to the Released Claims. Upon issuance of the court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the PAGA Action with respect to the Aggrieved Employees based on the facts

alleged in the PAGA Action. It is expressly understood and agreed that the Released Claims do not apply to any transaction, cause, event, matter, or thing whatsoever that occurs, arises out of, or results from, any act or event occurring outside the Settlement Period. Furthermore, it is expressly understood and agreed that the Released Claims do not absolve Defendants from liability, if any, to the Allegedly Aggrieved Employees for any claims they may assert against Defendants other than those seeking civil penalties through PAGA as set forth above.

17. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick-leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

18. Tax Liability: Defendants and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendants or Plaintiff's Counsel in this regard. The Aggrieved Employees are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein.

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

20. Nullification of Settlement Agreement: In the event that (i) the Court does not approve the Settlement as provided herein or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

21. Continued Jurisdiction: After entry of the court's approval order and judgment, the court will have continuing jurisdiction under California Code of Civil Procedure section 664.6 solely for

purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

22. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the approval order, and the judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the PAGA Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

23. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the PAGA Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

24. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their respective successors in interest.

25. Authorization to Enter into the Settlement Agreement: The Parties warrant and represent they expressly authorized their respective legal counsel to negotiate this Settlement Agreement. The Parties will direct their respective counsel to take all appropriate action 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 through their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to

effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator (Michael A. Strauss) or the court to resolve such disagreement.

26. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the respective successors or assigns of the Parties hereto, as previously defined.

27. California Law Governs: All terms of this Settlement Agreement and any Exhibits hereto will be governed by, and interpreted according to, the laws of the State of California.

28. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate the execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (e.g., as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (e.g., with DocuSign).

29. Acknowledgement that the Settlement Is Fair and Reasonable: The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and that they have arrived at this Settlement after arm’s length negotiations. The Parties further acknowledge that they are represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

30. Invalidity of Any Provision: Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

31. Captions: The captions and paragraph numbers in this Settlement Agreement are inserted for the reader’s convenience, and they in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

32. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement, and no failure to exercise any right or remedy by any of the Parties hereto, will be considered

to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

33. **Enforcement Action:** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert-witness fees incurred in connection with any such enforcement actions.

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

35. **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been reviewed in full and executed with the consent and advice of said counsel.

36. **Attorneys' Fees and Costs:** Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorneys' fees and costs.

37. **Cooperation and Execution of Necessary Documents:** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

38. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and that they intend this Settlement Agreement to be fully enforceable and binding on all Parties. The Parties agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation-confidentiality provisions that otherwise might apply under federal or state law.

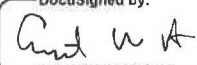
39. Confidentiality: Except as otherwise noted in this Settlement Agreement, Plaintiff and their respective counsel agree that they have not, and will not, publish the results of the Settlement in any forum. Plaintiff's Counsel shall not report the Settlement in any medium or in any publication; shall not post or report anything regarding the claims of Plaintiff, the Aggrieved Employees, or the Settlement on their website; and shall not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for purposes of obtaining the approval of the Settlement, as well as for purposes of responding to any inquiries from inquiring Aggrieved Employees.

40. No Admission of Liability: The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the PAGA Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

[Signatures to Follow]

PLAINTIFF ERNEST WINTERS

Dated: 6/7/2024

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A91CE040C70C49B...

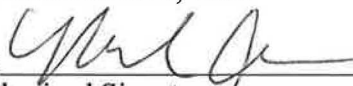
DEFENDANT DOUGLAS EMMETT
MANAGEMENT, LLC

Dated: 6/7/2024

By: 
Authorized Signatory

DEFENDANT DOUGLAS EMMETT
MANAGEMENT, INC.

Dated: 6/7/2024

By: 
Authorized Signatory

DEFENDANT DOUGLAS EMMETT, INC.

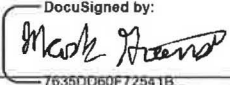
Dated: 6/7/2024

By: 
Authorized Signatory

APPROVED AS TO FORM AND CONTENT:

GREENSTONE LAW APC

Dated: 6/7/2024

By: 
Mark S. Greenstone
Attorney for Plaintiff
ERNEST WINTERS

ZELENSKI LAW, PC

Dated: 6/7/2024

DocuSigned by:

By: Abigail A. Zelenski
David Zelenski
Attorneys for Plaintiff

ERNEST WINTERS

MULLEN & HENZELL L.L.P.

Dated: 6/7/24


By: Rafael Gonzalez
Attorneys for Defendants
DOUGLAS EMMETT MANAGEMENT, LLC;
DOUGLAS EMMETT MANAGEMENT, INC.;
DOUGLAS EMMETT, INC.

EXHIBIT A

Date: / / 2024

Re: **Payment from Ernest Winters v. Douglas Emmett, Inc., et al., Los Angeles County Superior Court, Case No. 21STCV10680**

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Ernest Winters v. Douglas Emmett, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV10680 ("PAGA Action").

The PAGA Action was filed against Douglas Emmet, Inc.; Douglas Emmett Management, Inc.; and Douglas Emmett Management, LLC (collectively, "Douglas Emmett") under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The PAGA Action was brought by a former employee of Douglas Emmett, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The PAGA Action claims that Douglas Emmett owes civil penalties under PAGA for alleged violations of the California Labor Code. Douglas Emmett disputes all of the allegations in the PAGA Action and denies that it engaged in any of the alleged misconduct.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached. This Settlement covers all non-exempt current and former employees of Douglas Emmett who were employed in California at any time from December 18, 2019, through ("Aggrieved Employees"). A portion of the civil-penalty settlement amount goes to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees. In agreeing to enter into this Settlement, Douglas Emmett does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and has denied and disputed all of the contentions in the PAGA Action.

Pursuant to the Settlement, enclosed is a check for your share of the civil penalties. This check will remain valid for 180 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 180 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Douglas Emmett, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were asserted, or that could reasonably have been asserted, based on the facts alleged in the PAGA Action or in the PAGA Notice and the Amended PAGA Notice submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering December 18, 2019 through <THE DATE OF FULL EXECUTION OF THE SETTLEMENT AGREEMENT>.

If you have any questions, you can contact _____.