

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Eduardo Galeana (“Plaintiff”) acting in his private attorney general capacity, and Defendants Master Property Management, Inc. and Laurel Canyon Self Storage, Inc. (collectively “Defendants”).

VIII. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the action entitled *Galeana v. Master Property Management, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV16625.

2. “Aggrieved Employees” means all current and former allegedly aggrieved individuals who were employed by Defendant Master Property Management, Inc. in a Manager, Relief Manager and/or Maintenance position in California at any time from February 26, 2020, through the date upon entry of an Order by the Court approving the Settlement Agreement. The Aggrieved Employees are estimated to consist of seventeen (17) individuals as of November 23, 2021.

3. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees that Defendant Master Property Management, Inc. will in good faith compile from its Human Resources records and provide only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee List shall include Aggrieved Employees’ full names, social security numbers, last known mailing addresses to the extent available in Defendants’ electronic business records, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA period.

4. “Court” means the Superior Court of California, County of Los Angeles.

5. “Effective Date” of this settlement is thirty (30) days after the date on which the Court signs the order approving this Settlement Agreement and enters judgment, if no appeal is filed, and if an appeal is filed, the date on which the Court of Appeals or Supreme Court renders a final judgment affirming the trial court’s approval.

6. “Plaintiff’s Representative Enhancement Award” shall mean a representative enhancement of up to two thousand five hundred dollars (\$2,500.00) awarded to Plaintiff.

7. “Gross PAGA Settlement Amount” means the total sum of eighty-five thousand dollars (\$85,000.00) for payment of the Administration Costs, Attorneys’ Fees and Expenses, Plaintiff’s Representative Enhancement Award, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants. Defendants shall not be obligated to pay more than the Gross PAGA Settlement Amount unless the size of the Aggrieved Employees increases by more than twenty (20%) percent, i.e., 3.4 Aggrieved Employees. Should

the size of the Aggrieved Employees increase by more than twenty (20%), the Gross PAGA Settlement Amount shall also increase proportionately.

8. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of twenty-five percent (25%) of the PAGA Payment under Labor Code section 2699 with each such Individual PAGA Payment to be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of all Individual PAGA Payments is for payment of penalties, and Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes if any that are due as a result of their Individual PAGA Payments.

9. “LWDA” means the California Labor Workforce Development Agency.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

11. “PAGA Approval Date” means the date that the Court signs the order and enters judgment approving the settlement of the Actions.

12. “PAGA Counsel” mean the law firms of Work Lawyers, PC and Mahoney Law Group, APC.

13. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses, Plaintiff’s Enhancement Award and the Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with seventy-five percent (75%) of the Section 2699 payment going to the LWDA and twenty-five percent (25%) to the Aggrieved Employees.

14. “PAGA Period” means the time period from February 26, 2020, through the date upon entry of an Order by the Court approving the Settlement Agreement.

15. “Parties” means Plaintiff Edwardo Galeana and Defendants Master Property Management, Inc. and Laurel Canyon Self Storage, Inc., collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

16. “Released Parties” means Defendants Master Property Management, Inc. and Laurel Canyon Self Storage, Inc., their current or former parents and subsidiaries, and Defendants’ owners, agents, officers, directors, employees, stockholders, members, managers, attorneys, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.

17. “Settlement Administrator” means Phoenix Settlement Administrators. The Settlement Administrator will be required to maintain as confidential the information so designated by Defendants and not disseminate any designated information without the written approval of Defendants. The Settlement Administrator will be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA and distributing other payments as set forth in this Agreement.

IX. RECITALS

18. On May 3, 2021, Plaintiff Eduardo Galeana filed a Representative Action Complaint (“Complaint”) in the Action for Defendants’ alleged violations of the PAGA. Plaintiff’s Complaint alleges six causes of action for civil penalties pursuant to California Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5 and Wage Order No. 9.

19. Defendants deny all of the allegations and claims asserted in the Action and deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or another actionable conduct of any kind.

20. The Parties have conducted a thorough investigation of the facts of the Action. This included conducting extensive informal discovery, which include the exchange of information and documents relating to the PAGA Representative Claims and attending a full day of mediation. Based on the foregoing data and their own investigation and evaluation, Plaintiff’s Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues. Defendants and counsel for Defendants also agree that the settlement is fair and reasonable

21. On November 16, 2020, the Parties engaged in a mediation session before mediator Mark LeHocky, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Actions pursuant to this Settlement Agreement.

X. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

22. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendants or any of the other Released Parties of any liability, culpability, negligence, or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, 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 negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be

admissible in any way in this case or 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 or executive order, or any obligation or duty at law or in equity, by Defendants or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

23. Procedure. Within fifteen (15) calendar days after the Effective Date of this settlement, Defendant Master Property Management shall pay to the Settlement Administrator eighty-five thousand dollars (\$85,000) as the Gross PAGA Settlement Amount and provide the Aggrieved Employee List to the Settlement Administrator.

24. Payments From the Gross PAGA Settlement Amount. The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and the Administration Costs, which shall be paid in full settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) One Hundred Percent (100%) of the PAGA Payment shall be paid as a Labor Code section 2699 payment with seventy-five percent (75%) of this amount being paid to the LWDA and twenty five percent (25%) being paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period.

- (2) The penalty settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently twenty-eight thousand three hundred thirty-three dollars and thirty-three cents (\$28,333.33), shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to twenty thousand dollars (\$20,000.00) shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendants shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts. If Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or ten thousand dollars (\$10,000.00) in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and shall not revert to PAGA Counsel or the Defendants. Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each Party shall bear their own costs and fees of the Actions. The payment of Attorneys' Fees shall be made fifteen percent (15%) to Work Lawyers, PC and eighty-five percent (85%) to Mahoney Law Group, APC. The Attorneys' Expenses shall be allocated based upon the costs incurred by each PAGA Counsel as set forth in their declarations for the approval of costs.

c. Administration Costs: The Settlement Administrator is Phoenix Settlement Administrators. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to five thousand dollars (\$5,000.00). If Court approval of these payments is required and a payment of less than five thousand dollars (\$5,000.00) is approved, or if the actual cost to administer the settlement is less than five thousand dollars (\$5,000.00), the difference will be added to the PAGA Payment.

d. Enhancement To Plaintiff: Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive an amount in excess of two thousand five hundred dollars (\$2,500.00) for his participation in and assistance with the litigation. Any enhancement awarded to Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of determining the PAGA Payment and shall be reported on IRS form 1099. If the Court approves an enhancement less than two thousand five hundred dollars (\$2,500.00) to Plaintiff or does not approve any enhancement, then the unapproved portion or portions shall revert into the Net Settlement Amount.

25. PAGA Released Claims. The PAGA release includes any current and former allegedly Aggrieved Employee who worked as a Manager, Relief Manager and/or Maintenance

employee of either Defendant in California at any time during the PAGA Period (February 26, 2020, through the date upon entry of an Order by the Court approving the Settlement Agreement.). The release shall include any and all claims by the Aggrieved Employees against the Released Parties for civil penalties only under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint filed in the Action or in Plaintiff's letter to the LWDA. This release only applies to PAGA claims that arose during the PAGA Period and includes claims for PAGA civil penalties premised on: California Labor Code Sections 201, 202, 203, 204, 206, 210, 221, 226, 226.7, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5; failure to pay wages and overtime; failure to pay for all hours worked/compensation due for services; off-the-clock work; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period premiums; failure to maintain accurate payroll records; failure to provide accurate itemized wage statements; failure to reimburse business expenses, specifically for maintaining uniforms, using personal cellphones, and for using personal vehicles; and failure to timely pay wages at termination ("PAGA Released Claims"). This release as to the State of California and Aggrieved Employees only covers claims that arise under the Private Attorneys General Act and does not cover an aggrieved employee's individual Labor Code claims. The PAGA Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period.

26. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a judgment in the Action on the PAGA Released Claims.

27. Court Approval of the PAGA Payment. PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed judgment ("Motion"). PAGA Counsel shall provide Defendants' counsel at least five (5) calendar days to review the Motion prior to filing it but shall not be obligated to incorporate any changes suggested by Defendants' counsel. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement to the LWDA, pursuant to Labor Code Section 2699(1)(2).

28. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's

questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

XI. ADMINISTRATION OF SETTLEMENT

29. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(l)(2).

30. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be less than five thousand dollars (\$5,000.00). Defendants will provide the Aggrieved Employee List to the Settlement Administrator within fifteen (15) calendar days after the Effective Date.

31. Within fifteen (15) calendar days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be substantively in the form attached hereto as Exhibit #2. Checks will remain negotiable for one hundred eighty (180) days. 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 other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the California Controller's Unclaimed Property Fund for the benefit of those Aggrieved Employees who failed to negotiate their check where they may claim the funds. The Individual PAGA Payments are one hundred percent (100%) penalties and shall be reported using IRS tax form 1099.

32. Within fifteen (15) calendar days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

33. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

34. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

35. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant Master Property Management, Inc. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant Master Property Management, Inc.'s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant Master Property Management, Inc.'s benefit plans, policy, or bonus program.

36. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

37. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

38. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Settlement Agreement.

39. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Los Angeles County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

40. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-

in-interest.

41. Nullification of Settlement Agreement. If: (i) the Court does not approve the settlement of the Action as provided herein; or (ii) the settlement of the Action 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.

42. Judgment and Continued Jurisdiction. After approval of this settlement, the Court will have continuing jurisdiction pursuant to 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-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

43. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and 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 and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the Consolidated Actions. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Consolidated Actions, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

44. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

45. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

46. 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.

47. Waiver. No waiver of any condition or covenant contained in this Settlement

Agreement or failure to exercise a 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.

48. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

49. 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 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.

50. 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 executed with the consent and advice of counsel, and reviewed in full.

51. 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 and receive approval from the Court.

52. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it 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.

53. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, 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 Action, is intended by the Parties to, nor will any of the foregoing 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 or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

Defendant Master Property Management, Inc. contends that all of its employees were compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged in the Action. Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

54. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the judgment will become final and non-appealable at the time it is entered.

55. Stay of Litigation. The Parties agree that the continuing litigation of the Actions shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

56. Court Filings. The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

57. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Mark LeHocky, for resolution.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 09 / 20 / 2022

Eduardo Galeana

EDUARDO GALEANA

DEFENDANTS:

Dated: _____

MASTER PROPERTY MANAGEMENT, INC.

By: _____

Dated: _____

LAUREL CANYON SELF STORAGE, INC.

By: _____

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____

EDUARDO GALEANA

DEFENDANTS:

Dated: 9/20/2022

MASTER PROPERTY MANAGEMENT, INC.

By: Michael Wilmeister, Pres.

Dated: 9/20/2022

LAUREL CANYON SELF STORAGE, INC.

By: Michael Wilmeister, Pres.