

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorney General Act Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Keith Luper ("Luper"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined below), on the one hand, and, on the other, Defendant D.R. Horton, Inc. and Defendant Diane Simmons (collectively "the Company"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Luper, the Company, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts and such recitals are true, correct, and incorporated herein as material parts to the Settlement Agreement:

(a) The "Company" shall include: (a) D.R. Horton, Inc. as well as any subsidiary, parent company, affiliated entity, related entity, operating entity, franchise, or division of D.R. Horton, Inc., including, but not limited, to D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton LA North, Inc., D.R. Horton Bay, Inc., D.R. Horton, Inc. – Fresno, and D.R. Horton CA2, Inc. (f/k/a D.R. Horton, Inc.-Sacramento); and (b) any past or present officer, director, trustee, agent, employee, or insurer of an entity encompassed in this paragraph, including but not limited to Defendant Diane Simmons.

(b) Luper is a former employee of the D.R. Horton Los Angeles Holding Company, Inc. Luper was employed from approximately August 2003 to August 17, 2020;

(c) On April 5, 2020, Luper's counsel, Robinson Di Lando, submitted a letter under Labor Code section 2699.3 (the "PAGA Notice") to the California Labor and Workforce Development Agency ("LWDA") on behalf of Luper and all current and former employees who worked for the Company pursuant to the California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, of Luper's intent to seek civil penalties under PAGA, for the Company's alleged violations of Labor Code §§2699, *et seq.*, 201-204, 204.1, 226, 510, 588, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, 2699 and the applicable Industrial Welfare Commission Wage Orders, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Luper alleges that the company required non-exempt California employees to work off-the-clock and uncompensated hours, including any on-call hours, and refused to let them report all actual hours worked, resulting in alleged overtime, minimum wage, inaccurate wage statements, and other violations. "Aggrieved Employees" are defined solely for purposes of this Settlement Agreement as all former and current non-exempt employees employed by the Company in California at any time between May 22, 2020 to the present with respect to the aforementioned alleged Labor Code violations.

(d) On July 26, 2021, Luper filed a complaint ("the Action") in the Los Angeles Superior Court, Case No. 21STCV27379, alleging, in part: (i) failure to pay overtime wages in violation of Labor Code § 510, *et seq.* and IWC Wage Order 5-2001; (ii) failure to pay minimum/regular wages in violation of Labor Code § 204; (iii) failure to pay all wages due upon separation of employment in violation of Labor Code §§ 201, 202, and 203, *et seq.*; (iv) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (v) unfair competition in violation of Bus. & Prof. Code § 17200, *et seq.*; and (vi) a representative claim for civil penalties under PAGA.

(e) On November 8, 2022, the Court compelled Luper's individual claims to arbitration and stayed the representative PAGA claim in the Action. After conducting extensive discovery and informally exchanging information, on May 9, 2024, the parties mediated the PAGA claim during a full-day mediation with Steve Paul, Esq., which resulted in a settlement. Luper's non-PAGA and individual PAGA claims have been settled as well, which he submitted to arbitration, and which are the subject of a separate, confidential settlement agreement.

(f) There has been no determination on the merits of the PAGA Claim and the various claims asserted, including, but not limited to, in the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 7(a) below) as of the date of execution of this Settlement Agreement.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by Company or any released party of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Luper signing this Settlement Agreement and the releases and terms contained herein, the Company shall pay, and only ever pay, the maximum gross sum of FORTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$45,000.00) (the "**Total Settlement Amount**") to resolve the Released Claims, which consist of:

(1) Attorneys' fees and costs of TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) ("**Attorneys' Fees and Costs**") to Luper's Counsel. Any fees and costs not awarded by the Court would relegate to the PAGA settlement fund for distribution to the LWDA and the allegedly Aggrieved Employees.

(2) Costs and expenses of administration of the Settlement to the LWDA and the PAGA group, in an amount to be determined ("**Settlement Administration Costs**") to PHOENIX SETTLEMENT ADMINISTRATION (the "**PAGA Settlement Administrator**").

(3) The amounts stated in Paragraphs 3(a)(1) – (2) above, once approved by the Court, shall be paid exclusively from the Total Settlement Amount. The balance remaining after these deductions is hereinafter referred to as the "**Net Settlement Amount.**"

(4) Seventy-five percent (75%) 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 Aggrieved Employees. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "**Employees' Portion.**"

(b) Because this is a settlement of a PAGA claim for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees, and the Net Settlement Amount to be paid for the LWDA Payment and Employees' Portion shall be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

(c) PAGA Period. The "PAGA Period" shall be from May 22, 2020 through the present.

4. **Court Approval is Required.** Luper understands and agrees that the State of California and Aggrieved Employees, including Luper, would not receive the consideration specified in Section 3(a) above, without and except for Luper's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, including, but not limited to, obtaining Court approval of the Settlement as called for herein. This Agreement is conditioned upon, and is only valid upon, Court approval of this Settlement Agreement.

5. **Approval and Implementation of the PAGA Settlement, Disbursement, and Dismissal of Action.**

(a) The Parties shall cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the PAGA Claim based thereon, as described herein, but it shall be Luper's primary responsibility at all times to obtain this relief, including Luper's responsibility to create first drafts of any necessary court filings. The Parties' further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion or, as allowable by the Court, *ex parte* application, to be filed by Luper's Counsel. Luper's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defense counsel, Jason Ross (jross@wshblaw.com), Christine Robles (crobles@wshblaw.com), and Zachary Lynch (zlynch@wshblaw.com), for review and approval prior to filing, which approval shall not be unreasonably withheld. Drafts shall be provided within 30 days of full execution of this Agreement.

(c) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement being made. Should the Court initially decline to approve the Settlement Agreement as-is, the Parties shall work cooperatively to remedy the Court's recited deficiencies. Should the Court initially decline to approve this Settlement Agreement for alleged want of sufficient consideration to the LWDA and/or the Aggrieved Employees, Luper understands and agrees that under no circumstances shall the Company pay more than the amount specified in Section 3(a) in settlement of the PAGA Claims. Despite the Parties' efforts as delineated herein, should the Court ultimately not enter an order approving this Settlement Agreement, the Settlement Agreement is null and void *ab initio*. The Parties seeking Court approval of this Settlement Agreement shall not constitute a waiver of any right to recommence arbitration should the Settlement Agreement become null and void.

(d) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator shall notify the parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, Luper shall seek dismissal of the PAGA Claim in its entirety with prejudice.

(e) Luper's counsel shall comply with Cal. Labor Code § 2699(I) and timely notify the LWDA of the Settlement, including, but not limited to, all Court orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

6. **Payment of PAGA Settlement Sum / Notice.**

(a) Subject to and following Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by the Company by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within sixty (60) calendar days of the Effective Date. The "Effective Date" shall mean the earliest date, following entry by the Court of an order finally approving the PAGA settlement, and upon which one of the following have occurred, as applicable: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

(b) Each Aggrieved Employee will receive a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods each worked between May 22, 2020 to the date of the Court approving the Settlement Agreement ("Compensable Pay Periods"), based on the Company's records. Specifically, to calculate each PAGA Settlement Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (1) divide the Employees' Portion by the total aggregate number of Compensable Pay Periods, and then (ii) multiply this amount by each Aggrieved Employee's number of Compensable Pay Periods worked to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are considered civil penalties and shall not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 issued by the PAGA Settlement Administrator for their Individual Settlement Share, as required by the IRS.

(c) The Parties agree to retain PHOENIX SETTLEMENT ADMINISTRATION to serve as the PAGA Settlement Administrator;

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, in the following manner:

(1) No later than twenty one (21) calendar days after the Effective Date, the Company shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator’s receipt of the Total Settlement Amount and Aggrieved Employee List, the PAGA Settlement Administrator shall mail the Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of the PAGA Settlement Package. The Settlement Administrator shall also issue the Attorneys Fees and Costs award, and the Settlement Administration Costs amounts as called for herein and the Court's approval order, within fourteen (14) calendar days of the PAGA Settlement Administrator’s receipt of the Total Settlement Amount.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to a cy pres agreed upon by the parties. Any Settlement check to an Aggrieved Employee that is not negotiated within one hundred twenty (120) days of mailing to the Aggrieved Employee shall escheat to the cy pres in the name associated with each of the Aggrieved Employees whose checks are canceled.

(e) Also, no later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

7. **Release of Claims by Luper, Aggrieved Employees, and the State of California.**

(a) Upon the Effective Date, Luper, the Aggrieved Employees, and the State of California, on behalf of itself and its administrators, representatives, agencies, departments, and assigns, shall be deemed to and shall have knowingly and voluntarily released and forever discharged Simmons and the Company, including the Company’s parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, including, but not limited to, D.R. Horton Los Angeles Holding Co., Inc., D.R. Horton L.A. North, Inc., D.R. Horton, Inc. – Sacramento (aka D.R. Horton CA2, Inc.), D.R. Horton Bay, Inc., D.R. Horton, Inc. – Fresno, and D.R. Horton, Inc. - Midwest, and each of their current and former employees, attorneys, officers, directors and agents thereof (collectively, the “Released Parties”), of and from any and all claims for relief under PAGA (civil penalties, attorneys' fees, interest, costs or other relief), asserted or unasserted, or which could have been asserted in the Action, and which reasonably arise out of or reasonably relate to the factual allegations in the operative complaint, the case, or the PAGA Notice, during the period from May 22, 2020 to the date of Court approval, including those for alleged failure to pay overtime wages in violation of Labor Code § 510, *et seq.* and IWC Wage Order 5-2001, alleged failure to pay minimum/regular wages, failure to pay all wages due upon separation of employment in violation of Labor Code §§ 201-204, *et seq.*, failure to provide accurate itemized wage statements in violation of Labor Code § 226, for alleged waiting time penalties under Labor Code § 203, , or for alleged violations under Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 510, 512, 558, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 1199, 2699, 2699.3, and all applicable Industrial Welfare Commission Wage Order(s). Nothing in this paragraph shall be construed to be a release of any individual claims against the Company by any Aggrieved Employee not a party to this Action.

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

(b) Pursuant to applicable law, no Aggrieved Employee shall have the right or ability to opt out of the PAGA settlement or release. Aggrieved Employees shall be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment issued as a result of this Settlement.

(c) Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Luper, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to the Company's employment of Luper, which Luper has or may have as of the Effective Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from Luper's employment with the Company and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

8. **No Transfer/Assignment of Claims.** Luper warrants and represents that he has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Luper is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the PAGA Claim of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Luper is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Luper or Luper's Counsel under this Settlement Agreement.

9. **Liens and Attorneys' Fees/Indemnification.** Luper solely is responsible for any liens made in connection with any services performed on Luper's behalf by any attorney, consultants, or expert witnesses. Except as may be otherwise noted herein, each Party is solely responsible for any fees and costs it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Luper acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Luper in connection with the prosecution of the PAGA Claim, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed by the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **No Public Comment.** The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or amongst Luper and Luper's counsel and expert, Company and Company's counsel and expert, and those within Company's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. The Parties and their counsel also agree that they will not engage in any advertising or distribute any marketing materials relating to the settlement of this Action in any manner that identifies the Company or Luper, including but not limited to any postings on any websites maintained by the Parties' counsel or any other websites, internet blogs, chatrooms or social media sites that specifically identify Company, Luper, case name, case number or other identifying information.

13. **No Unalleged Claims.** Luper and his counsel represent that neither has any pending lawsuit, administrative charge or complaint against Company or any of the released parties herein, and they do not currently intend or anticipate pursuing any claim against Company or any released parties. The Parties acknowledge, understand, and agree that this representation is essential to the Settlement Agreement and that it would not have been entered into were it not for this representation.

14. **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, stock purchase 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.

13. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this

Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Luper or the Company fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(e) This Settlement Agreement replaces and supersedes the Memorandum of Understanding, and any other agreements, understandings, or representations between the Parties relating to the PAGA Claim. This Settlement Agreement constitute the entire agreement amongst the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning it other than the representations, warranties and covenants contained and memorialized herein.

(f) The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Settlement Agreement.

(g) The Parties agree that the settlement is fair, adequate, and reasonable, and will so represent to the Court.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, LUPER, SIMMONS, AND THE COMPANY, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: May __, 2024

KEITH LUPER

Individually and On Behalf of the State of California and Aggrieved Employees

D.R. HORTON, INC.

Date: ~~May __, 2024~~

July 24, 2024

Cammy Kennedy

By: Cammy Kennedy

Its: Assistant Vice President

~~Date: May __, 2024~~ July 25, 2024

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

DIANE SIMMONS

Approved as to form and content.

ROBINSON DI LANDO

Date: May __, 2024

By:

MICHAEL ROBINSON
Attorneys for KEITH LUPER

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: July 25, 2024

By:



JASON ROSS
CHRISTINE ROBLES
ZACHARY LYNCH
Attorneys for Defendants D.R. HORTON,
INC. and DIANE SIMMONS (erroneously
sued as "DIANNE SIMMONS")

Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Luper or the Company fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(e) This Settlement Agreement replaces and supersedes the Memorandum of Understanding, and any other agreements, understandings, or representations between the Parties relating to the PAGA Claim. This Settlement Agreement constitute the entire agreement amongst the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning it other than the representations, warranties and covenants contained and memorialized herein.

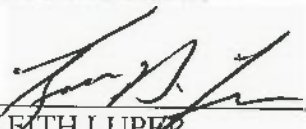
(f) The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Settlement Agreement.

(g) The Parties agree that the settlement is fair, adequate, and reasonable, and will so represent to the Court.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, LUPER, SIMMONS, AND THE COMPANY, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: July 3, 2024



KEITH LUPER
Individually and On Behalf of the State of
California and Aggrieved Employees

D.R. HORTON, INC.

Date: July __, 2024

By: _____

Its: _____

Date: July __, 2024

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

DIANE SIMMONS

Approved as to form and content.

ROBINSON DI LANDO

Date: July 15, 2024

By:



MICHAEL ROBINSON
Attorneys for KEITH LUPER

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: July __, 2024

By:

JASON ROSS

CHRISTINE ROBLES

ZACHARY LYNCH

Attorneys for Defendants D.R. HORTON,
INC. and DIANE SIMMONS (erroneously
sued as "DIANNE SIMMONS")