

PAGA SETTLEMENT AGREEMENT

This “PAGA” (Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.) Settlement Agreement (“Agreement”) is made by and between Plaintiff Jennifer Ann Green (“Plaintiff”) and Defendant Landsea Homes Corporation (“Defendant”) (hereinafter, Plaintiff and Defendant are collectively referred to as the “Parties”).

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s PAGA lawsuit entitled *Jennifer Ann Green v. Landsea Homes Corporation*, initiated on November 17, 2021, and pending in the Superior Court of California, County of Orange, Case No. 30-2021-01232212-CU-OE-CXC.
- 1.2 “Approval Order” means the proposed Court order granting approval of this PAGA Settlement.
- 1.3 “Attorneys’ Fees” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to presecute the Action.
- 1.4 “Litigation Costs” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ expenses incurred to prosecute the Action.
- 1.5 “Court” means the Superior Court of California, County of Orange.
- 1.6 “Defense Counsel” means Michalski Law Offices, and Law Offices of Diane B. Sherman, the attorneys representing Defendant in the Action.
- 1.7 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting approval of the PAGA Settlement; and (b) the Judgment is final.
- 1.8 “Gross Settlement Amount” means One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below, which will be used to pay Individual PAGA Payments, the LWDA Payment, Attorneys’ Fees, Litigation Costs, and the Settlement Administration Costs.
- 1.9 “Individual PAGA Payment(s)” means PAGA Members’ pro rata share of the 25% of the Net Settlement calculated according to the number of pay periods the PAGA Group worked during the PAGA Period.
- 1.10 “Plaintiff’s Individual Settlement” means a separate settlement agreement entered into between the Parties for which Defendant will pay \$15,000.00 to Plaintiff in resolution of Plaintiff’s individual claims and in exchange for Plaintiff’s general release.
- 1.11 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.12 “LWDA Payment” means the 75% of the Net Settlement paid to the Labor and Workforce Development Agency (“LWDA”) under Labor Code section 2699, subd. (i).

- 1.13 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Attorneys’ Fees, Litigation Costs, and the Settlement Administration Costs. The remainder is the total amount of PAGA civil penalties to be paid under the PAGA Settlement, which will be allocated 75% to the LWDA and 25% to the PAGA Members in settlement of PAGA claims.
- 1.14 “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.15 “PAGA Group” or “PAGA Members” means all non-exempt employees who are or were employed by Defendant in California during the PAGA Period.
- 1.16 “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.17 “PAGA Notice” means Plaintiff’s November 11, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.18 “PAGA Period” means the period from November 17, 2021 to October 25, 2024.
- 1.19 “PAGA Member Data” means PAGA Member identifying information in Defendant’s possession including the PAGA Member’s name, last-known mailing address, Social Security number, hire date(s), termination date(s) (if applicable), re-hire date(s) (if applicable), and number of PAGA Pay Periods.
- 1.20 “PAGA Member Address Search” means the Settlement Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with PAGA Members.
- 1.21 “Released Claims” means the claims being released by the PAGA Group as described in Paragraph 5.2 below.
- 1.22 “Released Parties” means Defendant Landsea Homes Corporation and all of its current and former officers, directors, employees, related entities who may have been deemed or are deemed a joint employer of any of the PAGA Members, and agents.
- 1.23 “PAGA Settlement” or “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.24 “Settlement Administrator” means Simpluris, Inc., a neutral, third-party administrator the Parties have agreed to appoint to administer the PAGA Settlement.
- 1.25 “Settlement Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in administering the PAGA Settlement in accordance with this Agreement.

2. **RECITALS**

- 2.1 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on November 11, 2021. Plaintiff's PAGA case number is LWDA-CM-852042-21.
- 2.2 On November 17, 2021, Plaintiff commenced this Action by filing a class action complaint against Defendant, alleging the following violations of the California Labor Code and Business and Professions Code ("Complaint"): (1) Failure to Pay Minimum Wage [Labor Code §§ 204, 1194, 1194.2 and 1197]; (2) Failure to Pay Overtime Compensation [Labor Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Labor Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [Labor Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Labor Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Labor Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Labor Code § 226]; and (8) Unfair Business Practices [Business & Professions Code §§ 17200, et seq.].
- 2.3 On February 14, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint ("Operative Complaint"), which alleged an additional cause of action for Civil Penalties Under PAGA.
- 2.4 On February 28, 2022, Plaintiff's class and individual claims were dismissed without prejudice. Thus, the Action consists solely of Plaintiff's cause of action for civil penalties under PAGA.
- 2.5 On October 25, 2024, the Parties participated in all-day mediation presided over by mediator Lisa Klerman, Esq., which led to this Agreement to settle the Action.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery, a sample of time and payroll records for the PAGA Members, the number of pay periods and PAGA Members in the PAGA Period, and other relevant documents. Plaintiff retained an expert to analyze the records produced by Defendant.
- 2.7 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the PAGA Settlement.

3. **MONETARY TERMS**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00). Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, subject to approval by the Court:

3.2.1 To PAGA Counsel: Attorneys' Fees of not more than one-third (1/3) of the Gross Settlement Amount, currently estimated to be \$41,333.33, and Litigation Costs of not more than \$24,000.00. Defendant will not oppose Plaintiff's requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion, which will include an application for Attorneys' Fees and Litigation Costs. If the Court does not approve or reduces Attorneys' Fees and/or a Litigation Costs, any amount not requested and/or not approved and/or reduced by the Court will increase the Net Settlement Amount by that amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Settlement Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and the Litigation Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Settlement Administrator: Settlement Administration Costs not to exceed Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), except for a showing of good cause and as approved by the Court. If the Court does not approve or reduces the requested Settlement Administration Costs, any amount not requested and/or not approved and/or reduced by the Court will increase the Net Settlement by that amount.

3.2.3 To the LWDA and PAGA Members: The Net Settlement Amount will be distributed amongst PAGA Members and the LWDA, with 75% allocated to the LWDA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the Net Settlement Amount by the total number of pay periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.3.2 As the entire Net Settlement Amount is allocated as PAGA civil penalties, the Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Member Pay Periods. Based on a review of its records to the date of mediation, Defendant estimates that PAGA Members worked a total of 3,219 PAGA Pay Periods.

4.2 PAGA Member Data. Within seven (7) days of the Approval Order, Defendant will deliver the PAGA Member Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Settlement Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this PAGA Settlement and for no other purpose, and restrict access to the PAGA Member Data to the Settlement Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a

continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3 Funding of the Gross Settlement Amount. Defendant shall fully fund the PAGA Fund by transmitting the funds to the Settlement Administrator no later than seven (7) days after the Effective Date.

4.4 Payments from the PAGA Fund. Within seven (7) days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, Attorneys' Fees, and Litigation Costs.

4.4.1 The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Settlement Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member. PAGA Members who fail to cash their Individual PAGA Payment checks before the void date are still deemed to release the claims identified in Paragraph 5.2 of this Agreement.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the PAGA Members will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties for all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release under this Agreement does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.2 Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff's PAGA Notice ("Released Claims"). PAGA Members, with the exception of Plaintiff, retain their rights to pursue claims for wages and any other damages, other than the PAGA claims being released by this PAGA Settlement.

6. MOTION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Pursuant to Labor Code section 2699(l)(2), Plaintiff shall submit this Agreement to the LWDA at the same time it is submitted to the Court. Plaintiff will also prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed order granting approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the PAGA Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) declarations from PAGA Counsel and Plaintiff stating all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Settlement Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the PAGA Settlement.

- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for a motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order approving the PAGA Settlement to the Settlement Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this PAGA Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this PAGA Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Settlement Administrator. The Parties have jointly selected Simpluris, Inc. ("Simpluris") to serve as the Settlement Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their 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.
- 7.2 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.
- 7.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to PAGA Members. When mailing the checks for the Individual PAGA Payments, the Settlement Administrator shall include a settlement notice letter, substantially in the form attached to this Agreement as **Exhibit A**, subject to Court's approval.
- 7.5 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

8. ESCALATOR CLAUSE. Based on its records as of the date of mediation (October 25, 2024), Defendant estimates that the number of PAGA Pay Periods is approximately 3,219. Should the actual number of pay periods in the PAGA Period exceed the estimated number of PAGA Pay Periods (3,219) by more than 10% (i.e., a total of 3,540 pay periods or more), the Gross Settlement Amount will increase proportionally over the 10% grace (i.e., meaning if the total PAGA Pay Periods are greater than 3,219 pay periods by 11%, the Gross Settlement Amount will increase by 1%). Alternatively, Defendant may elect to end the PAGA Period on the date the number of pay periods in the PAGA Period reaches 3,540, rather than paying an increased amount for the Gross Settlement Amount.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure (“CCP”) section 664.6, the Court will retain jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys’ Fees and Litigation Costs, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this PAGA Settlement only. If, for any reason the Court does not approve the PAGA Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant’s defenses. The PAGA Settlement, this Agreement, and the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the PAGA Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, except for the settlement of Plaintiff’s individual claims the Parties are concurrently entering into. However, this Agreement does

not affect or supersede Plaintiff's Individual Settlement which the Parties are entering into concurrently with this Agreement.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the PAGA Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the PAGA Settlement, or on any modification of the Agreement that may become necessary to implement the PAGA Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this PAGA Settlement.
- 10.6 No Tax or Legal Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.
- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality Prior to Approval. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel separately agree that, until the motion for approval of the PAGA Settlement is

filed, each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, and/or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. However, nothing in this provision shall be construed to prevent PAGA Counsel from carrying out its fiduciary duties, including responding to PAGA Members' inquiries and effectuating the terms of this Settlement.

- 10.13 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the PAGA Settlement, may be used only with respect to this PAGA Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience and reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Publicity. Plaintiff and PAGA Counsel agree that they have not and will not publish this PAGA Settlement. The Parties and their counsel shall keep confidential all settlement communications regarding the negotiation and drafting of this PAGA Settlement. In response to any inquires, Plaintiff and PAGA Counsel will state that "the case was resolved." PAGA Counsel shall not report the resolution in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the PAGA Group or this PAGA Settlement on its website, and shall not contact any reporters or media regarding this PAGA Settlement. Despite this provision, PAGA Counsel can discuss this PAGA Settlement with Plaintiff, the PAGA Group, and in any filings with the Court as necessary to carry out their professional obligations as counsel and in declarations submitted to the Court to establish PAGA Counsel's adequacy to serve as counsel.
- 10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
MOON LAW GROUP, PC
725 S Figueroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com
atruong@moonlawgroup.com

To Defendant:

James W. Michalski
MICHALSKI LAW OFFICES
17011 Beach Boulevard, Suite 900
Huntington Beach, California, 92647
Telephone: (818) 489-5069
Facsimile: (714) 333-4179
james@jamesmichalskilaw.com

Diane B. Sherman
LAW OFFICES OF DIANE B. SHERMAN
1801 Century Park East, Ste. 1200
Los Angeles, California 90067
Telephone: (310) 694-5132
Facsimile: (310) 943-6808
ds@shermanlaw.com

- 10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement to extend the date to bring a case to trial under CCP section 583.330 for the entire period of this settlement process.

Date: _____

Plaintiff Jennifer Ann Green

Date: 4/3/2025 | 10:09:28 AM PDT

Signed by:

Kelly Rentzel

D7B7988BC01A4A5

Defendant Landsea Homes Corporation

By: C. Kelly Retzal

Its: General Counsel

Approved as to form by:

To Plaintiff:

Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
MOON LAW GROUP, PC
725 S Figueroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com
atruong@moonlawgroup.com

To Defendant:

James W. Michalski
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Diane B. Sherman
LAW OFFICES OF DIANE B. SHERMAN
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Los Angeles, California 90067
Telephone: (310) 694-5132
Facsimile: (310) 943-6808
ds@shermanlaw.com

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Date: 4/3/2025

DocuSigned by:

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Plaintiff Jennifer Ann Green

Date: _____

Defendant Landsea Homes Corporation

By: _____

Its: _____

Approved as to form by:

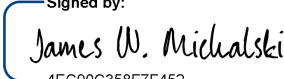
Date: _____

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
Counsel for Plaintiff

Date: 4/4/2025

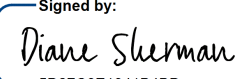
MICHALSKI LAW OFFICES

Signed by:


4EC00C358F7F452...
James W. Michalski
Counsel for Defendant

Date: 4/4/2025

LAW OFFICES OF DIANE B. SHERMAN

Signed by:


5D27C6E1941B4BD...
Diane B. Sherman
Counsel for Defendant

Date: April 14, 2025

MOON LAW GROUP, PC

A handwritten signature in blue ink, appearing to read "Kane Moon", is written over a horizontal line.

Kane Moon
Allen Feghali
Julie Sohyun Oh
Amy Truong
Counsel for Plaintiff

Date: _____

MICHALSKI LAW OFFICES

James W. Michalski
Counsel for Defendant

Date: _____

LAW OFFICES OF DIANE B. SHERMAN

Diane B. Sherman
Counsel for Defendant

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

NOTICE OF PAGA SETTLEMENT

Jennifer Ann Green v. Landsea Homes Corporation

Superior Court of California, County of Orange, Case No. 30-2021-01232212-CU-OE-CXC

PLEASE READ THIS NOTICE

Enclosed is your payment from the settlement of the lawsuit entitled *Jennifer Ann Green v. Landsea Homes Corporation* (Orange County Superior Court, Case No. 30-2021-01232212-CU-OE-CXC.) The lawsuit was filed by a former employee, Jennifer Ann Green (“Plaintiff”), against Landsea Homes Corporation (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.* (called “PAGA”). PAGA is a California statute that authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of the State of California for Labor Code violations. In the action, Plaintiff alleges Defendant owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and aggrieved employees under PAGA. The lawsuit was brought on behalf of the State of California and all persons who worked for Defendant in California as a non-exempt employee at any time between November 17, 2021 to October 25, 2024 (“PAGA Period”). You have been identified as one of the employees on whose behalf the lawsuit was filed.

Plaintiff alleges she and other non-exempt employees employed by Defendant in California during the PAGA Period were subjected to various Labor Code violations. Specifically, Plaintiff alleges that Defendant is liable for PAGA civil penalties for its failure to: (1) pay all wages owed, including minimum and overtime wages; (2) provide meal and rest breaks in compliance with California law; (3) maintain accurate records of the employees’ hours worked and meal periods taken; (4) reimburse its employees for all necessary business expenses they incurred; (5) timely pay final wages at separation of employment; and (6) provide accurate itemized wage statements. Plaintiff’s unpaid wages allegations arise from Defendant’s alleged failure to calculate the correct regular rate of pay for purposes of paying overtime and double time wages, meal period premium wages, and sick pay, failure to pay for non-productive time and pay separately for rest breaks to commission-based non-exempt employees, failure to pay reporting time pay, and failure to pay all commissions owed, as well as the allegation that Defendant required employees to work off the clock. Defendant denied and continues to deny all allegations and liability. However, to avoid further time and expense of protracted and uncertain litigation, Plaintiff and Defendant have agreed to settle the lawsuit for civil penalties under the PAGA Settlement Agreement (“PAGA Settlement”).

The Court approved the PAGA Settlement on [DATE]. On the date the Court enters the Order approving the PAGA Settlement, and payment of all funds due under the PAGA Settlement are

made, the LWDA and PAGA Members (as defined below), including Plaintiff, fully release and forever discharge the Released Parties (as defined below) from any and all Released Claims (as defined below).

“PAGA Member” means all non-exempt employees who are or were employed by Defendant in California at any time between November 17, 2021 to October 25, 2024.

“Released Claims” means that as part of the PAGA Settlement, you will be releasing claims for PAGA civil penalties that arose during the PAGA Period based on the facts alleged in this lawsuit and/or Plaintiff’s PAGA notice letter to the LWDA (“Plaintiff’s PAGA Notice”). Specifically, the PAGA Settlement provides: “All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff’s PAGA Notice (“Released Claims”). PAGA Members, with the exception of Plaintiff, retain their rights to pursue claims for wages and any other damages, other than the PAGA claims being released by this PAGA Settlement.”

“Released Parties” are Defendant Landsea Homes Corporation and all of its current and former officers, directors, employees, related entities who may have been deemed or are deemed a joint employer of any of the PAGA Members, and agents.

The Gross Settlement Amount is the total amount Defendant has agreed to pay under the PAGA Settlement. The Gross Settlement Amount is \$124,000.00. This sum is comprised of PAGA Counsel Attorneys’ Fees of \$41,333.33; reimbursement of PAGA Counsel’s Litigation Costs of \$_____; Settlement Administration Costs of \$_____; and the remainder as PAGA penalties, or the Net Settlement Amount. The Net Settlement Amount is \$_____ and is comprised of the LWDA Payment and the Individual PAGA Payments to PAGA Members. \$_____, or 75% of the Net Settlement Amount, will be paid to the LWDA in accordance with the PAGA. \$_____, or 25% of the Net Settlement Amount, will be paid to the PAGA Members as Individual PAGA Payments, which will be calculated on a pro rata basis, based on the number of each PAGA Member’s pay periods worked during the PAGA Period. Specifically, each Individual PAGA Payment is calculated by (a) dividing the amount of the PAGA Members’ 25% share of the Net Settlement Amount by the total number of pay periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of pay periods each PAGA Member worked during the PAGA Period.

Based on Defendant’s records, you worked [NUMBER OF PAY PERIODS] pay periods during the PAGA Period. The total amount of pay periods worked by all PAGA Members during the PAGA Period is [NUMBER OF PAY PERIODS].

The enclosed check represents your share based upon the number of pay periods you worked during the period from November 17, 2021 to October 25, 2024.

An IRS 1099 Form is enclosed. You will be solely responsible for paying federal, state or local taxes, if any, on the amount of your check.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling.

You cannot opt out of the PAGA Settlement, and even if you fail to cash the enclosed check, you will still be deemed to have released all claims arising from the above-entitled lawsuit as defined above under "Released Claims."

If the check is lost or misplaced, please contact the Settlement Administrator immediately at [xxx-xxx-xxxx]. If you have any questions about your check, please contact the [insert administrator information].