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Attorneys for Plaintiff Maria Adelaida Sillas Cobian

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA ADELAIDA SILLAS COBIAN,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

ARCADIA GARDENS MANAGEMENT
CORPORATION, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV06695

[Assigned for All Purposes to the Honorable
Yvette M. Palazuelos, Department 9]

PAGA SETTLEMENT AGREEMENT

Complaint filed: February 23, 2022
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Adelaida Sillas Cobian (“Plaintiff”), individually in her capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, and defendant Arcadia Gardens Management Corporation (“Arcadia Gardens”). The Agreement refers to Plaintiff and Arcadia Gardens collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Arcadia Gardens captioned *Maria Adelaida Sillas Cobian v. Arcadia Gardens Management Corporation* initiated on February 23, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former hourly-paid, non-exempt employees of Arcadia Gardens in the State of California who worked for Arcadia Gardens at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Arcadia Gardens’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Administrator with Aggrieved Employees.

- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Christopher B. Cato and Julie L. Hunt of Gordon Rees Scully Mansukhani, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$142,500.00 which is the total amount Arcadia Gardens agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 75% of the Net Settlement Amount to the LWDA PAGA Payment and 25% of the Net Settlement Amount to the Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Kane Moon, Allen Feghali, and Linh H. Tran of Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Arcadia Gardens for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from February 23, 2021 through the date the settlement is approved, unless otherwise shortened pursuant to Paragraph 8 below.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff’s February 19, 2022 letter to Arcadia Gardens and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees as Individual PAGA Payments and the 75% to LWDA as the LWDA PAGA Payment in settlement of PAGA claims.
- 1.23. “Plaintiff” means Maria Adelaida Sillas Cobian, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Arcadia Gardens and each of its current and former directors, officers, shareholders, owners, members, related and/or affiliated entities, and managing agents.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Arcadia Gardens” means named Defendant Arcadia Gardens Management Corporation.

2. **RECITALS.**

- 2.1. On February 19, 2022, Plaintiff sent a letter to the LWDA and Arcadia Gardens giving notice of her intent to pursue a representative action pursuant to PAGA on behalf of herself

and the State of California, as well as on behalf of a proposed group of aggrieved employees (“PAGA Notice”).

2.2. On February 23, 2022, Plaintiff commenced this Action by filing a Complaint alleging Arcadia Gardens failed to properly pay minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, indemnify necessary business expenses, timely pay all wages at the termination of employment, provide accurate itemized wage statements, and committed unfair business practices. On May 13, 2022, Plaintiff filed a first amended complaint in the Action to add the PAGA cause of action. The first amended complaint is the operative complaint in the Action (the “Operative Complaint”). Arcadia Gardens denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. On May 23, 2023, the Parties participated in an all-day mediation presided over by Marc Feder, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Arcadia Gardens’ non-exempt, hourly employees in California who were employed by Arcadia Gardens during the PAGA Period, which PAGA Counsel reviewed and analyzed.

2.5. 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 Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Arcadia Gardens promises to pay \$142,500.00 and no more as the Gross Settlement Amount. Arcadia Gardens has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to

1 submit any claim as a condition of payment. None of the Gross Settlement Amount will
2 revert to Arcadia Gardens.

3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
4 following payments from the Gross Settlement Amount, in the amounts specified by the
5 Court in the Final Approval:

6 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 3 3 1 / 3 %,
7 which is currently estimated to be \$47,500.00 and a PAGA Counsel Litigation
8 Expenses Payment of not more than \$18,000.00. Arcadia Gardens will not oppose
9 requests for these payments provided that do not exceed these amounts. Plaintiff
10 and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
11 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
12 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less
13 than the amounts requested, the Administrator will allocate the remainder to the
14 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel
15 or any other Plaintiff's Counsel arising from any claim to any portion any PAGA
16 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
17 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
18 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes
19 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
20 and the PAGA Counsel Litigation Expenses Payment and holds Arcadia Gardens
21 harmless, and indemnifies Arcadia Gardens, from any dispute or controversy
22 regarding any division or sharing of any of these Payments.

23 3.2.2. To the Administrator: An Administration Expenses Payment not to exceed
24 \$6,000.00 except for a showing of good cause and as approved by the Court. To
25 the extent the Administration Expenses are less or the Court approves payment less
26 than \$6,000.00, the Administrator will retain the remainder in the Net Settlement
27 Amount.

28 3.2.3. To the LWDA and Aggrieved Employees: After deducting PAGA Counsel Fees

1 Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
2 Expenses Payment from the Gross Settlement Amount, the remaining amount will
3 be the Net Settlement Amount. The Net Settlement Amount is comprised of the
4 LWDA PAGA Payment and Individual PAGA Payments. The Net Settlement
5 Amount shall be allocated 75% to the LWDA PAGA Payment. The remaining
6 25% of the Net Settlement Amount will be allocated to the Individual PAGA
7 Payments that will be paid to the Aggrieved Employees on a *pro rata* basis as
8 noted below.

9 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a)
10 dividing the amount of the Aggrieved Employees' 25% share of PAGA
11 Penalties by the total number of PAGA Period Pay Periods worked by all
12 Aggrieved Employees during the PAGA Period and (b) multiplying the
13 result by each Aggrieved Employee's PAGA Period Pay Periods.
14 Aggrieved Employees assume full responsibility and liability for any taxes
15 owed on their Individual PAGA Payments.

16 3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099
17 Forms.

18 **4. SETTLEMENT FUNDING AND PAYMENTS.**

19 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Arcadia
20 Gardens estimates there are 197 Aggrieved Employees who worked a total of 6,496 of
21 PAGA Pay Periods.

22 4.2. Aggrieved Employee Data. Within fifteen (15) days after the Court Order is signed,
23 Arcadia Gardens will simultaneously deliver the Aggrieved Employee Data to the
24 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
25 Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data
26 in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and
27 for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator
28 employees who need access to the Aggrieved Employee Data to effect and perform under

1 this Agreement. Arcadia Gardens has a continuing duty to immediately notify PAGA
2 Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying
3 information and to provide corrected or updated Aggrieved Employee Data as soon as
4 reasonably feasible. Without any extension of the deadline by which Arcadia Gardens
5 must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel
6 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
7 issues related to missing or omitted Aggrieved Employee Data.

8 4.3. Funding of Gross Settlement Amount. Arcadia Gardens shall fully fund the Gross
9 Settlement Amount by transmitting the funds to the Administrator no later than fourteen
10 (14) days after the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Arcadia
12 Gardens funds the Gross Settlement Amount, the Administrator will mail checks for all
13 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses
15 Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel
16 Litigation Expenses Payment shall not precede disbursement of Individual PAGA
17 Payments.

18 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
19 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
20 face of each check shall prominently state the date (not less than 180 days after the
21 date of mailing) when the check will be voided. The Administrator will cancel all
22 checks not cashed by the void date. Before mailing any checks, the Administrator
23 must update the recipients' mailing addresses using the National Change of
24 Address Database.

25 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
26 Aggrieved Employees whose checks are returned undelivered without USPS
27 forwarding address. Within seven (7) days of receiving a returned check the
28 Administrator must re-mail checks to the USPS forwarding address provided or to

an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS.

Effective on the date when Arcadia Gardens fully funds the entire Gross Settlement Amount, Aggrieved Employees (including Plaintiff) and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees: All Aggrieved Employees (including Plaintiff) 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 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

2 The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

3 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Settlement under Labor Code Section
5 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
6 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
7 bid for administering the Settlement and attesting to its willingness to serve; competency;
8 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
9 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
10 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
11 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
12 Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting
13 to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
14 violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this
15 Agreement (Labor Code § 2699(l)(2)); (iv) all facts relevant to any actual or potential
16 conflict of interest with Aggrieved Employees and/or the Administrator. In their
17 Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other
18 pending matter or action asserting claims that will be extinguished or adversely affected by
19 the Settlement.

20 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
21 responsible for finalizing and filing the application or motion for approval of this
22 Settlement with a hearing date scheduled after January 1, 2024 and, if necessary, appearing
23 in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering
24 the Court's Approval Order to the Administrator.

25 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
26 motion for approval of this Settlement and/or the supporting declarations and documents,
27 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
28 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 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 Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Arcadia Gardens estimates that, as of the date of this Settlement Agreement, there are approximately 197 Aggrieved Employees who worked a total of 6,496 of PAGA Pay Periods during the PAGA Period. If as of the end of the PAGA Period the number of PAGA Pay Periods is increased by more than 10% of the estimated number of 6,496 PAGA Pay Periods (i.e., 7,146 or more PAGA Pay Periods), Arcadia Gardens has the option to either (a) increase the Gross Settlement Amount

proportionally by the percentage by which the actual number of PAGA Pay Periods exceeds the estimated number of 7,146 PAGA Pay Periods, or (b) shorten the release period as of the date on which the number of PAGA Pay Periods reaches 7,146.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the 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 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, 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 Amount.

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 Arcadia Gardens that any of the allegations in the Operative Complaint have merit or that Arcadia Gardens has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Arcadia Gardens' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason

the Court does not approve this Settlement, Arcadia Gardens reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Arcadia Gardens' defenses. The 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 Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Arcadia Gardens, 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 Settlement by, among other things, modifying the 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 Settlement, or on any modification of the Agreement that may become necessary to implement the 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 Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Arcadia Gardens nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. 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.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. 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.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Arcadia Gardens in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Arcadia Gardens unless, prior to the Administrator's payment of all Settlement Funds, Arcadia Gardens makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of this
2 Agreement.

3 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
4 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 10.15. Notice. All notices, demands or other communications between the Parties in connection
8 with this Agreement will be in writing and deemed to have been duly given as of the third
9 business day after mailing by United States mail, or the day sent by email or messenger,
10 addressed as follows:

11 To Plaintiff:

12 Kane Moon
13 Allen Feghali
14 Linh H. Tran
15 **MOON LAW GROUP, PC**
16 1055 W. Seventh St., Suite 1880
17 Los Angeles, CA 90017

18 To Arcadia Gardens:

19 Christopher B. Cato
20 Julie L. Hunt
21 **GORDON REES SCULLY MANSUKHANI, LLP**
22 633 West Fifth Street, 52nd floor
23 Los Angeles, CA 90071

24 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts
25 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
26 shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties will exchange between
28 themselves signed counterparts. Any executed counterpart will be admissible in evidence
to prove the existence and contents of this Agreement.

10.17. 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 that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: 10/19/2023

DocuSigned by:
 By: Maria S.
 Plaintiff Maria Adelaida Sillas Cobian

Plaintiff's Counsel:

Dated: 10/19/2023

MOON LAW GROUP, PC

By: [Signature]
 Kane Moon
 Allen Feghali
 Linh H. Tran

Attorneys for Plaintiff Maria Adelaida Sillas
 Cobian

Defendant:

Dated: October 30, 2023 | 8:30 AM PDT

Arcadia Gardens Management Corporation

By: Julie Chirikian

Print Name

DocuSigned by:

Julie Chirikian

F5ED461A18784B3...

Signature

CEO

Title

Defendant's Counsel:

Dated: October 31, 2023

GORDON REES SCULLY MANSUKHANI, LLP

By: [Signature]
 Christopher B. Cato
 Julie L. Hunt

Attorneys for Defendant Arcadia Gardens
 Management Corporation

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

NOTICE OF SETTLEMENT***Maria Adelaida Sillas Cobian v. Arcadia Gardens Management Corporation***

Enclosed is your payment from the settlement of the lawsuit entitled *Maria Adelaida Sillas Cobian v. Arcadia Gardens Management Corporation*, Los Angeles County Superior Court Case No.: 22STCV06695 (the “Lawsuit”). The Lawsuit was filed on February 23, 2022 and amended on May 13, 2022, against Arcadia Gardens Management Corporation (“Arcadia Gardens”) pursuant to the California Private Attorneys General Act of 2004, codified at California Labor Code §§ 2698 *et seq.* (called “PAGA”). The Lawsuit was brought on behalf of the State of California and all current and former hourly-paid, non-exempt employees of Arcadia Gardens in the State of California who worked for Arcadia Gardens at any time between February 23, 2021 through [the date the settlement is approved (unless otherwise shortened pursuant to Paragraph 8 of the PAGA Settlement Agreement)] (“PAGA Period”). You have been identified as one of the employees on whose behalf the Lawsuit was filed. On [DATE], the Court issued an order approving the settlement of the Lawsuit.

After accounting for Court approved deductions from the settlement amount for things such as attorneys’ fees and costs and administration of the settlement, the remainder is \$[REDACTED]. Of the remainder, the law requires that 75% is allocated to the State of California, and 25% is allocated to eligible employees (described above). Therefore, the State of California will receive \$[REDACTED] (75% of the settled penalties), and the eligible employees will each receive a pro rata share of the remaining \$[REDACTED] (25% of the settled penalties) based on the number of pay periods each person worked during the PAGA Period.

As part of the Court-approved settlement, you have released claims for civil penalties under PAGA that arose during the PAGA Period, based on the claims or causes of action asserted or that could have reasonably been asserted in the Lawsuit, related to the following: (1) Any claims for failure to pay minimum wages; (2) Any claims for failure to pay overtime wages; (3) Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (4) Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate; (5) Any claim for failure to provide reimbursements for necessary business related expenses; (6) Any claim for failure to timely pay final wages at termination of employment; (7) Any claim for failure to provide accurate itemized wage statements. Arcadia Gardens denies the allegations in the Lawsuit and denies any liability or wrongdoing of any kind associated with these allegations.

You have 180 days to cash the enclosed settlement check and will receive an IRS Form 1099 for the check. Checks remaining un-cashed for more than 180 days after issuance will become void,

and the outstanding balance will be tendered in your name to the California Controller's Unclaimed Property Fund.

Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.

If you have any questions concerning this settlement, please contact [SETTLEMENT ADMINISTRATOR] at [INSERT]. Do not call or write the Court or Office of the Clerk to ask questions about the settlement.