

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between **Malena Gurcinas Nicolini** ("Plaintiff") and **EGL Properties, Incorporated and Michal Vaakil** ("Defendants"). The term "Party" or "Parties" as used herein shall refer to Defendants, Plaintiff, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

(a) Plaintiff was formerly employed by Defendant EGL Properties, Incorporated;

(b) Plaintiff's last day of employment as it pertains to Defendant EGL Properties, Incorporated was on or around March 30, 2021;

(c) On or about January 5, 2022, Plaintiff brought an individual action pursuant to the California Labor Code (the "Individual Claims"). On June 1, 2022, Plaintiff filed a First Amended Complaint, and subsequently filed a Second Amended Complaint (the "Operative Complaint") on August 8, 2022, alleging the Individual Claims and including a representative action pursuant to the California Private Attorneys' General Act ("PAGA") (the "PAGA Claim"), pending as *Malena Gurcinas Nicolini v. EGL Properties, Incorporated, et al.*, in the Superior Court of California, County of Los Angeles, Case No.: 22STCV00372 (the "Action"). For the Individual Claims, Plaintiff asserts the following causes of action: (1) Violation of Labor Code § 233; (2) Violation of Labor Code § 1102.5; (3) Violation of Labor Code § 98.6; and (4) Violation of Labor Code § 226. For the PAGA claim, Plaintiff asserts a single claim under PAGA, asserting violations of Labor Code §§ 98.6, 1102.5, 201, 202, 203, 204, 210, 226, 226.3, 233, 246.5, 256, 510, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and Wage Order No. 5, and prays for civil penalties and attorneys' fees, interest, and costs on behalf of other allegedly aggrieved employees for the underlying alleged California Labor Code violations which is being resolved, subject to court approval, through a separate settlement in addition to the individual claim herein, under terms and conditions set forth in that certain PAGA Settlement Agreement executed by the Parties; and

(d) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendants have agreed, subject to the provisions in Section 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendants and/or Defendants' direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as "Releasees") as of the date of execution of this Agreement. To be clear and notwithstanding the preceding language, however, nothing in this agreement releases any past or future claims by or against Kingsley Gardens, LLC relating to the unlawful detainer action which has been separately brought against Plaintiff, Case No. 23STUD10988.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Plaintiff signing this Agreement, and complying with its terms, and provided Plaintiff does not subsequently revoke this Agreement within the allotted time, Defendants agree to pay the total gross sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000) (the "Settlement Payment"), to be paid as follows:

(1) One payment for alleged lost and unpaid wages by check made payable to "Malena Gurcinas Nicolini" in the amount of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), less applicable payroll/tax withholdings, for which an IRS Form W-2 shall be issued to Plaintiff; Defendants shall be solely responsible for paying its employer-side taxes associated with this \$10,000 payment only;

(2) One payment for alleged liquidated or other non-wage damages, and attorneys' fees and costs, by check made payable to "Law Office of Alfredo Nava Jr. Client Trust Account" in the amount of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00), for which an IRS Form 1099-Misc shall be issued to both Plaintiff and Plaintiff's Counsel.

(b) Defendants also agree to pay Plaintiff's portion of the mediation fee in the amount of SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100 (\$7,450.00), as well as reimburse Plaintiff in the amount of SIX THOUSAND ONE HUNDRED FORTY TWO DOLLARS AND 50/100 (\$6,142.50) for sanctions Plaintiff incurred in this Action;

(c) Plaintiff agrees that Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Section 2(a). Plaintiff understands and agrees Defendants are providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff's dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendants or any of the other Releasees were required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff's Counsel pursuant to Section 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Defendants or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(d) The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and that the consideration set forth in Section 2(a) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(e) Plaintiff affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance voluntarily incurred or agreed upon by Plaintiff as a result of the claims of this lawsuit or the Plaintiff's claims, demands, and causes of action against Releasees, Plaintiff will hold Releasees and their attorneys harmless for any costs or fees they incur in association with the hold or lien. However, to be clear, these obligations by Plaintiff and

this entire paragraph does not apply to liens or claims asserted by Kingsley Gardens, LLC or anyone acting on their behalf.

(f) Any settlement payments made by check set forth in this Section will be delivered to Plaintiff's Counsel.

3. No Consideration Absent Execution of this Agreement.

Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Section 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein. Plaintiff and Defendants expressly agree that this Agreement and payment of settlement monies described in Section 2(a) to Plaintiff is conditioned upon Plaintiff's execution of the PAGA Settlement Agreement and the Court's approval of the settlement of the PAGA Claim. Plaintiff and Defendants understand and agree that if the Court does not approve the settlement of the PAGA Claim, this Agreement shall be null and void and Defendants shall have no obligation to pay Plaintiff the settlement monies described in Section 2(a).

4. Disbursal of Settlement Funds/Dismissal of Action.

(a) The settlement payments described in Section 2(a) will be sent within thirty (30) calendar days after the latest of the following have occurred:

- (1) counsel for Defendants receive a copy of the Agreement signed by Plaintiff;
- (2) counsel for Defendants receive an executed W-9 Form from Plaintiff's Counsel;
- (3) counsel for Defendants receive an executed W-9 Form from Plaintiff and an updated Withholding Allowance Certificate (IRS Form W-4) for Plaintiff;
- (4) counsel for Defendants' receipt of an original fully-executed Request for Dismissal with prejudice of the Individual Claims as to all parties and all causes of action;
- (5) the Court's approval of the settlement of the PAGA Claim; and
- (6) the revocation period following the signing of this Agreement has expired.

(b) If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(c) Defendants' Counsel shall maintain custody of the fully-executed Request for Dismissal of the Individual Claims. Defendants' Counsel shall agree not to file the Request for

Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sums set forth in Section 2 above, and the passage of at least ten court days. Thereafter, Defendants' Counsel shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Action.

5. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Families First Coronavirus Response Act;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.;
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or

- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendants' qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) enforce this Agreement; (v) challenge the validity of this Agreement; and (vi) claims relating to Case No. 23STUD10988 (unlawful detainer action brought by Kingsley Gardens, LLC against Plaintiff).

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Defendants or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Plaintiff waives Plaintiff's right to a jury trial subject to applicable law. This waiver, however, does not apply if the Court does not approve the settlement.

(c) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspects to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement

contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, or has had it read to Plaintiff (and to the extent necessary translated in my native language) including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

The Parties agree and stipulate that this release does not impact Plaintiff's claims or defenses with respect to the unlawful detainer (case number 23STUD10988) and that Plaintiff reserves all rights in that regard.

6. Confidentiality.

(a) Plaintiff confirms that prior to the execution of this Agreement, Plaintiff has not revealed its terms to any third parties. Plaintiff agrees not to disclose any information regarding the substance of this Agreement, except to Plaintiff's spouse, tax advisor, an attorney with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Agreement, or to the Court. Plaintiff shall be allowed to upload this agreement and provide the necessary information as the LWDA requires for purposes of obtaining approval of this agreement, notwithstanding the confidentiality provisions. Nothing in the confidentiality agreement shall preclude Plaintiff or her counsel from divulging the settlement terms for purposes of obtaining approval, or to filing for approval. Plaintiff agrees that in the event Plaintiff discloses the terms of this Agreement to Plaintiff's spouse or tax advisor, Plaintiff will instruct Plaintiff's spouse or tax advisor not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process and as may be required to obtain Court approval) to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. However, Plaintiff and her counsel are allowed in this agreement to obtain approval of the settlement, and shall be allowed to file and upload its contents to the Court and the LWDA as required by the LWDA portal, and as required by law. If inquiries arise concerning this Agreement, Plaintiff may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," or words to that effect, and shall make no other comment, except as required by law. Plaintiff acknowledges that confidentiality is a material term of this Agreement, and that if the Defendants can prove in a court of law that Plaintiff violated the confidentiality provision of this Agreement by disclosing the substance of this Agreement without the exceptions provided herein and as protected by law, Plaintiff shall be responsible for the sum referenced in Section 6(b) below. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

(b) Plaintiff acknowledges and agrees that the time and expenses involved in proving in any forum the actual damage or loss suffered by Defendants if there is a breach of the limited disclosure provision contained in Section 6(a) above make this case appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, Plaintiff agrees that as liquidated damages for any single incident of breach of Section 6(a), as determined by a court of competent jurisdiction, Plaintiff shall pay to Defendants the sum of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) per breach, which represents reasonable compensation to Defendants for the loss incurred because of such a breach. Neither the breach of said Section 6(a) nor the payment of liquidated damages shall affect the continuing validity or enforceability of this Agreement.

7. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently are parties to any claim against Defendants, except the Action, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Plaintiff also affirms that with the compensation provided, Plaintiff signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement and Plaintiff has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment, except as alleged in the Action which claims are expressly released pursuant to this Agreement and the PAGA Settlement Agreement for the PAGA Claims. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment, except as alleged in the Action and which claims are expressly released pursuant to this Agreement and the settlement agreement for the PAGA Claims.

(c) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases arising from her employment with Defendant EGL Properties, Incorporated.

(d) Plaintiff and Defendants acknowledge Plaintiff's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

8. Non-Disparagement.

Outside the Court proceedings or filings in this matter or any proceedings or filing or cases arising or pertaining to the unlawful detainer filed by Kingsley Gardens LLC, Plaintiff agrees to refrain from making false statements that are disparaging, demeaning, or defamatory about Defendants, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor on blogs, by text or email or other electronic means. This provision does not prohibit Plaintiff from making truthful statements about the terms or conditions of Plaintiff's employment, or from exercising Plaintiff's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

9. Neutral Reference.

Defendants agree to provide Plaintiff a neutral reference. If contacted by a third party for an employment reference, Defendants will provide only the dates of Plaintiff's employment, positions, and most recent wage rate(s).

10. Medicare Secondary Payer Rules.

Employee is eligible for Medicare. Employee affirms that Employee's claims against Employer in the Lawsuit do not involve any illness, injury, incident, or accident in which medical expenses were, or are expected to be, incurred. Accordingly, Employee affirms that Medicare has no interest in the payment under this settlement. Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee. Employee agrees to reasonably cooperate with Releasees upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, and (ii) any claim that the CMS may make and for which Employee is required to indemnify Releasees under this Paragraph. Furthermore, Employee agrees to waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

11. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parole evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendants. It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

12. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

13. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

14. Entire Agreement.

This Agreement, in addition to the PAGA Settlement Agreement, sets forth the entire agreement between the Parties hereto, and together fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, or non-solicitation agreements, which shall remain in full force and effect according to their terms. However, this agreement supersedes the mediator's proposal in its entirety. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

15. Counterparts and Signatures.

This 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 Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

16. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

17. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any party acting on Plaintiff's behalf.

18. No Transfer/Assignment of Claims.

Plaintiff warrants and represents that Plaintiff 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 Agreement. This does not apply to any claims or liens asserted by Kingsley Gardens relating to the unlawful detainer action.

19. Attorneys' Fees.

In the event suit is brought to enforce or interpret any part of this Agreement other than the validity of the ADEA waiver, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees. If any action is filed to challenge the knowing or voluntary nature of the ADEA waiver, the prevailing party shall recover its costs of suit and reasonable attorneys' fees only to the extent allowed by federal and/or state discrimination laws. The

“prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not the suit ends with a final judgment. This Agreement shall be interpreted under the laws of the State of California. The Parties hereto agree that the Los Angeles County Superior Court shall retain jurisdiction over the Litigation and the underlying Complaint, pursuant to California Code of Civil Procedure section 664.6, for the purposes of enforcing the terms hereof.

PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF ALREADY HAS ATTAINED THE AGE OF FORTY (40) AND UNDERSTANDS THAT THIS IS A FULL RELEASE OF ALL EXISTING CLAIMS WHETHER CURRENTLY KNOWN OR UNKNOWN INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAVE IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL, LAW OFFICE OF ALFREDO NAVA JR., AND SO DOING, ENTER INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING AND STATE, “I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE.” THE REVOCATION MUST BE SENT VIA OVERNIGHT MAIL AND EMAIL TO THE ADDRESSES BELOW WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

**Ellen E. Cohen
Frank M. Liberatore
Jane J. Kim
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725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Ellen.Cohen@jacksonlewis.com
Frank.Liberatore@jacksonlewis.com
Jane.Kim@jacksonlewis.com**

PLAINTIFF UNDERSTANDS THAT THE RELEASES CONTAINED IN THIS AGREEMENT DO NOT EXTEND TO ANY RIGHTS OR CLAIMS THAT PLAINTIFF HAS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT THAT FIRST ARISE AFTER EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF AGREES THAT SHE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. PLAINTIFF'S COUNSEL OF RECORD AFFIRMS THAT PLAINTIFF WAS PROVIDED WITH A SPANISH TRANSLATION OF THE AGREEMENT AND THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:



MALENA GURCINAS NICOLINI
Date: 5-21-2024

EGL PROPERTIES, INCORPORATED

Michal Vaakil

Name: Michal vaakil

Date: 5/15/2024

Michal Vaakil

MICHAL VAAKIL

Date: 5/15/2024

PAGA SETTLEMENT PORTION OF THE AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff **Malena Gurcinas Nicolini** (“Plaintiff”) and Defendants EGL Properties, Incorporated (“EGL”) and Michal Vaakil (collectively “Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Malena Gurcinas Nicolini v. EGL Properties, Incorporated, et al.*, initiated on January 5, 2022 and pending in the 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 Employee” means all non-exempt hourly employees employed by Defendants and assigned to work for Defendants in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ 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. “Defendants” means named EGL Properties, Incorporated and Michal Vaakil.
- 1.9. “Defense Counsel” means Ellen E. Cohen, Frank M. Liberatore, and Jane J. Kim of Jackson Lewis P.C.
- 1.10. “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. The Judgment is final 30 days after the day the Court enters Judgment.

- 1.11. "Gross Settlement Amount" means Fifteen Thousand Dollars and Zero Cents (\$15,000.00) which is the total amount Defendants agree 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, and the Administration Expenses Payment.
- 1.12. "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.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Alfredo Nava, Esq. of the Law Office of Alfredo Nava Jr., the attorney representing Plaintiff in the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendants for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from March 21, 2022 through the date the Court approves the Settlement.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's March 21, 2022 and June 3, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the PAGA claims.
- 1.23. "PAGA Representative" or "Plaintiff" means Malena Gurcinas Nicolini, the named Plaintiff in the Action seeking Court approval to serve as the PAGA Representative.
- 1.24. "Plaintiff" means Malena Gurcinas Nicolini, the named Plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

- 1.26. “Released PAGA Claims” means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims, including Defense Counsel. Notwithstanding the preceding language, however, nothing in this agreement releases any past or future claims against Kingsley Gardens, LLC, which as separately brought an unlawful detainer against Plaintiff.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 5, 2022, Plaintiff commenced this Action by filing a Complaint against Defendants. Plaintiff then filed a First Amended Complaint on June 1, 2022. Subsequently, Plaintiff filed the Second Amended Complaint (the “Operative Complaint”) on August 8, 2022 against Defendants EGL Properties, Inc. and Michal Vaakil, alleging the following causes of action against Defendants on an individual basis (Case No.: 22STCV00372): (1) Violation of Labor Code § 233; (2) Violation of Labor Code § 1102.5; (3) Violation of Labor Code § 98.6; and (4) Violation of Labor Code § 226. Plaintiff also alleged a PAGA cause of action seeking civil penalties on an individual basis and on a representative basis on behalf of similarly situated aggrieved employees for the alleged violations of Labor Code §§ 98.6, 1102.5, 201, 202, 203, 204, 210, 226, 226.3, 233, 246.5, 256, 510, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and Wage Order No. 5. Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On November 3, 2023, Plaintiff and Defendants, by and through the PAGA Counsel and Defense Counsel, respectively, participated in an all-day mediation presided over by Joseph M. Lovretovich, which led to this Agreement to settle the Action.
- 2.4. Prior and subsequent to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations.
- 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 9 below, Defendants promise to pay Fifteen Thousand Dollars and Zero Cents (\$15,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendants have 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 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,250.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. To the LWDA and Aggrieved Employees: Estimated PAGA Penalties in the amount of Twelve Thousand Seven Hundred Fifty Dollars and Zero Cents (\$12,750.00) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$3,187.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 30 days after the Court issues the Approval Order, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved

Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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 Aggrieved Employee Data.

- 4.2. Funding of Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment.
 - 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 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
 - 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the 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.
 - 4.3.3. For any Aggrieved Employees 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 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the

California Controller's Unclaimed Property Fund shall be paid from the Gross Settlement Amount.

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

5. **RELEASE OF CLAIMS.** Effective after both parties execute both the individual and PAGA settlement agreements, the Court approves the PAGA settlement, and on the date when Defendants fully fund and pay the entire Gross Settlement Amount on the individual action and the PAGA settlement, Plaintiff, Aggrieved Employees, and PAGA Counsel 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 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, any and all claims, known and unknown, asserted and not asserted, which the Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiff's Released Claims"). The Plaintiff's Released Claims include, but are not limited to, all of the Released Individual Claims, the Released PAGA Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release 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 Aggrieved Employees: All Aggrieved Employees 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged unpaid wages, overtime or double time wages, sick pay, minimum wages, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records, injunctive relief as it relates to the claims listed above, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims").

5.3. 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 and facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT. Within thirty (30) days of full execution of this agreement, Plaintiff shall file a motion for approval of settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including a draft proposed Order Granting Approval of PAGA Settlement.

6.2. Responsibilities of PAGA Counsel: Within thirty (30) days of full execution of this agreement, PAGA Counsel shall be responsible for finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion or doing so via ex parte application; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. Defense counsel shall also provide any assistance required to obtain settlement, including providing information to the Court necessary to get approval of the agreement.

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 Administration Expenses. 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: To the extent that it is feasible under the terms of this agreement, 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. 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**. Based on a review of the records to date, Defendants estimate there are approximately 25 Aggrieved Employees who worked a total of 1120 PAGA Periods between March 21, 2021 and October 19, 2023.
9. **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.
- 9.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement and is approved, 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 PAGA 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or

construed as an admission by Plaintiff that Defendants' 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 grant Approval or enter Judgment, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to contest Defendants' defenses and to continue to prosecute the claims as if the agreement did not exist. The Settlement, this Agreement and 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, along with the individual settlement 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, mediator's proposals, 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 Defendants, 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 Settlement 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. The Court will have power to modify this agreement to give it full force and effect under the material terms if the Parties are not able to reach an agreement.
- 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, Defendants 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 and by this agreement's exceptions and provisions, 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; however, Plaintiff can disclose the terms of this agreement to the LWDA or to the Court, and to upload the agreement as required by the law and file it with the LWDA and with the Court notwithstanding confidentiality of information.
- 10.12. Use and Return of Aggrieved Employee Data: To the full extent permitted by law, Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants 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 Defendants.
- 10.13. Headings: The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. 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.
- 10.15. 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, to the other Party's respective counsel of record.

10.16. 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.

10.17. 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.

PLAINTIFF AND DEFENDANTS AGREE THAT THEY FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. PLAINTIFF'S COUNSEL OF RECORD AFFIRMS THAT PLAINTIFF WAS PROVIDED WITH A SPANISH TRANSLATION OF THE AGREEMENT AND THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: 5-21-, 2024

Malena Gurcinas Nicolini



Dated: 5/15/2024, 2024

EGL Properties, Incorporated

Michal Vaakil

By: Michal vaakil

Title: CEO

Dated: 5/15/2024, 2024

Michal Vaakil

Michal Vaakil

Approved as to form and content only:

Dated: 1/21/24, 2024

**LAW OFFICE OF ALFREDO NAVA,
JR.**



Alfredo Nava, Esq.
Attorneys for Plaintiff Malena Gurcinas
Nicolini, on behalf of herself and all others
similarly situated

Dated: _____, 2024

JACKSON LEWIS P.C.

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Attorneys for Defendant EGL Properties,
Incorporated