

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

KRISTIN STRAWBUCK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

EQUITY LIFESTYLE PROPERTIES, INC., a
Maryland Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22CV398628

**STIPULATION OF SETTLEMENT UNDER
THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

ASSIGNED FOR ALL PURPOSES TO:
HON. THEODORE C. ZAYNER
DEPARTMENT 19

Action Filed: May 26, 2022
Trial Date: None set

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement (“Settlement Agreement”) is made by and between Plaintiff Kristin Strawbuck, on behalf of herself and the “PAGA Settlement Members” defined below; and Defendants Equity LifeStyle Properties, Inc. (“ELS”) and MHC Property Management, L.P., (“MHC”) (collectively, “Defendants”). Defendants, Plaintiff, and the PAGA Settlement Members are referred to herein as the “Parties.” This Settlement Agreement provides for the settlement of claims on behalf of the PAGA Settlement Members and is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement Agreement, as described further herein.

I. THE LAWSUIT

A. Background and Procedural History

Plaintiff, a former employee of MHC, commenced this Lawsuit against ELS in the Superior Court of California for the County of Santa Clara on May 26, 2022, asserting causes of action based on an alleged failure to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal periods; (4) authorize and permit rest periods; (5) maintain accurate records of hours worked and meal periods; (6) timely pay all wages at termination; (7) reimburse business expense reimbursements; and (8) furnish accurate itemized wage statements. Plaintiff also asserted a cause of action for unfair business practices pursuant to California’s Business and Professions Code. On August 3, 2022, Plaintiff filed a First Amended Complaint to include a cause of action for civil penalties under California’s Private Attorneys’ General Act (“PAGA”). On January 8, 2025, Plaintiff filed a Second Amended Complaint to add MHC as a named defendant and to include allegations noticed in Plaintiff’s amended PAGA Notice to the California Labor and Workforce Development Agency (“LWDA”).

Defendants expressly deny all claims and allegations of wrongdoing or liability arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. Defendants contend that they have complied with applicable state and federal laws, including but not limited to, paying non-exempt hourly employees all wages,

providing meal and rest periods, issuing accurate, itemized wage statements, maintaining accurate records of hours worked, timely paying all wages owed upon termination, and reimbursing all necessary business expenses.

B. Parties' Statements and Recognition of the Benefits of the Settlement

Plaintiff's Counsel has investigated the facts of the Lawsuit and Plaintiff's and PAGA Settlement Members' claims, including through informal discovery, informal disclosures between the Parties, and other investigations undertaken by Plaintiff's Counsel. Furthermore, the Parties engaged in extensive negotiations and exchange of data, documents and information prior to and during mediation with Tripper Ortman of Ortman Mediation. As a result, Plaintiff's Counsel has concluded that the Settlement Agreement is fair, reasonable, and adequate, and that the Settlement Agreement is in the best interest of Plaintiff and the PAGA Settlement Members considering all known facts and circumstances, including the likely damages, risk of significant delay, risk that the Lawsuit would not proceed on a representative basis, defenses asserted by Defendants, and potential appellate issues.

Defendants deny all claims and allegations in this Lawsuit. Nevertheless, Defendants have concluded that further defense of the Lawsuit would be protracted and expensive. Therefore, Defendants have determined that it is desirable and beneficial that the Lawsuit be settled in a manner consistent with the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any fault, wrongdoing or liability whatsoever.

II. TERMS OF THE SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by the Parties, by and through their attorneys, that subject to approval by the Court, the Lawsuit will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed in its entirety with prejudice through entry of a final judgment of dismissal with prejudice, subject to the terms and conditions of this Settlement Agreement, as follows:

A. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1) “**Administrative Costs**” means the estimated reasonable cost by the Settlement Administrator, including for providing the Notice of Settlement, locating PAGA Settlement Members, administering payment of claims on behalf of PAGA Settlement Members, and administering payments to Plaintiff’s Counsel.

2) “**Attorneys’ Fees and Costs**” refers to the fees and costs to be paid to Plaintiff’s Counsel under Section II.C.2 of this Settlement Agreement.

3) “**Court**” means the Superior Court for the County of Santa Clara, and any Court-appointed referee or agent of the Court or other judicial entity with jurisdiction over this matter.

4) “**Defendants**” means Equity LifeStyle Properties, Inc. and MHC Property Management, L.P.

5) “**Effective Date**” means the day that all of the following conditions have been satisfied:

a) Execution of this Settlement Agreement by Plaintiff, Defendants, Plaintiff’s Counsel and counsel for Defendants;

b) Entry of an Order of Approval by the Court approving the Settlement Agreement and a judgment to dismiss the Lawsuit, with prejudice; and

c) Five (5) business days after the period for filing any appeal, writ or other appellate proceeding appealing the Court’s final order approving the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding appealing the Court’s final order approving the Settlement Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

The occurrence of the Effective Date is a prerequisite to any distributions from the Settlement Amount. In the event that the Court does not execute and file an Order of Approval;

that any such Order of Approval does not become final for any reason, or is modified in any material respect (other than a modification, reduction, or denial of Plaintiff's Counsel's application for Attorneys' Fees and Costs); the Effective Date does not occur; or any of the conditions set forth above do not occur, the Settlement Agreement shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

6) **"General Release"** means a release of all claims against Defendants and Released Parties, which Plaintiff executed on January 6, 2025.

7) **"Individual Settlement Payments"** means the payments made to each PAGA Settlement Member from the Net Settlement Amount.

8) **"Lawsuit"** means *Kristin Strawbuck v. Equity LifeStyle Properties, Inc. et al.*, Case No. 22CV398628, pending in the Superior Court of California for the County of Santa Clara.

9) **"Motion for Approval"** means the motion for approval of the Settlement Agreement and its supporting papers to be filed by Plaintiff's Counsel.

10) **"Net Settlement Amount"** and **"Net Settlement Fund"** mean the Settlement Amount less all Administrative Costs, Attorneys' Fees and Costs, and PAGA payment to the LWDA.

11) **"Notice of Settlement"** means the official notice of settlement of the Lawsuit, which shall be in a form to be ordered by the Court, a proposed copy of which is attached hereto as Exhibit A.

12) **"Order of Approval"** means an order that finally and unconditionally grants final approval of the Settlement Agreement for settlement purposes only, authorizes payments to the Settlement Administrator, PAGA Settlement Members, and Plaintiff's Counsel as provided in this Settlement Agreement, and fully and finally extinguishes the Released Claims of the PAGA Settlement Members as set forth herein, which the Parties shall submit in a mutually agreed upon form.

13) **"PAGA Notice"** means Plaintiff's Notice to the LWDA, dated May 21, 2022, and

any subsequent amendments.

14) **“PAGA Period”** means the period from May 30, 2021 through the date on which the Court enters an Order of Approval.

15) **“PAGA Settlement Members”** means all current and former non-exempt employees of MHC who worked in California during the PAGA Period. For purposes of this Settlement Agreement, “non-exempt hourly employees” includes employees and direct hires of MHC, including seasonal employees.

16) **“Plaintiff”** or **“PAGA Representative”** means Kristin Strawbuck.

17) **“Plaintiff’s Counsel”** means the attorneys representing Plaintiff and the PAGA Settlement Members in this Lawsuit: Kane Moon, H. Scott Leviant and Mariam Ghazaryan of Moon Law Group, PC.

18) **“Released Claims”** means all claims that arise out of or are related to the PAGA claims set forth in the PAGA Notice, including but not limited to, claims for unpaid wages and penalties of any kind, including based on an alleged failure to (1) pay all wages owed, including straight time and overtime, off-the-clock, on-call, sick time, premium pay for an alleged failure to provide meal and rest break, including any alleged calculations of the regular rate of pay associated with any alleged unpaid wages, and charges from the use of optional pay cards; (2) provide meal periods; (3) authorize and permit rest periods; (4) maintain accurate records of hours worked and meal periods; (4) reimburse business expense reimbursements; (5) pay all accrued vacation wages at termination; (5) timely pay all wages at termination; (6) furnish accurate itemized wage statements; (7) pay all earned wages twice per month; and (8) any allegations concerning COVID-19 policies or procedures. The claims released also include any other relief potentially recoverable under PAGA based on the claims and allegations made or which could have been made in the Lawsuit during the PAGA Period, based on Plaintiff’s PAGA Notice.

19) **“Released Parties”** means Defendants ELS and MHC and all of their respective past and present parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, including but not limited to, their current and former employees,

attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, and any other individual or entity which could be liable for any of the PAGA Released Claims.

20) “**Settlement Administrator**” means Phoenix Class Action Administration Solutions, the entity that has been selected to provide notice of this proposed settlement to PAGA Settlement Members and to perform other related functions to administer the settlement contemplated by the Settlement Agreement.

21) “**Settlement Amount**” and “**Settlement Fund**” mean the amount of two hundred and ninety-five thousand dollars (\$295,000), which is the total and maximum amount Defendants will be required to pay for any and all purposes under the Settlement Agreement, and in connection with the termination of this Lawsuit. The Settlement Amount will be distributed in accordance with Section II.E. The Settlement Amount includes, without limitation, all Settlement Payments, Administrative Costs, Attorneys’ Fees and Costs and PAGA Payment to the LWDA.

B. Settlement of the Lawsuit

It is agreed by and among the Parties that the Lawsuit, including any and all claims and allegations in the operative complaint, remedies sought, or causes of action that could have been alleged based on the pleaded allegations in the Lawsuit, shall be settled and compromised as between the Plaintiff, the PAGA Settlement Members and Defendants, subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court.

C. Settlement Distribution

1. Settlement Fund

In consideration for settlement of the Lawsuit and the release of all Released Claims of the PAGA Settlement Members, Defendants agree to pay the Settlement Amount for all Individual Settlement Payments, Administrative Costs, Attorneys’ Fees and Costs, and PAGA Payment to the LWDA. The Settlement Amount is to be allocated to the Settlement Administrator, Plaintiff’s Counsel, the LWDA and PAGA Settlement Members as provided herein. The Settlement Amount

is the maximum total amount Defendants are required to pay for any and all purposes under this Settlement Agreement, and in connection with the termination of this Lawsuit.

2. Attorneys' Fees and Costs

In consideration for settling this Lawsuit and in exchange for the release of all Released Claims by the PAGA Settlement Members as set forth in Section II.C.5 of the Settlement Agreement and the General Release of all claims by Plaintiff, Plaintiff's Counsel will apply for an award of attorneys' fees in an amount up to, but not to exceed, ninety eight thousand, three hundred and thirty-three dollars and thirty-three cents (\$98,333.33), which is thirty-three and one-third percent (33 1/3%) of the Settlement Amount plus up to twenty-six thousand dollars (\$26,000.00) in actual and documented costs of litigation, all of which shall be paid exclusively from the Settlement Amount, and will compensate Plaintiff's Counsel for the work already performed in the Lawsuit and the work remaining to be performed in executing the settlement, securing Court approval of the settlement, administering the settlement, obtaining dismissal of the Lawsuit with prejudice, and defending against any appeals, as well as all associated expenses. Defendants take no position regarding the reasonableness of Plaintiff's Counsel's fees.

Plaintiff's Counsel, Plaintiff, and any PAGA Settlement Member will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the Settlement Amount. The Parties agree that, over and above the Court-approved Attorneys' Fees and Costs awarded in this Lawsuit, each of the Parties, including all PAGA Settlement Members, shall bear their own fees and costs, including but not limited to, any fees and/or costs related to the investigation, filing, prosecution, or settlement of the Lawsuit; the negotiation, execution, or implementation of the Settlement Agreement; and/or the process of obtaining, administering, or challenging an Order of Approval.

In the event that the Court denies, modifies, or reduces Plaintiff's Counsel's request for Attorneys' Fees and Costs, then Plaintiff, Plaintiff's Counsel, and the PAGA Settlement Members may not seek modification or cancellation of this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Amount.

Plaintiff's Counsel agrees that they will not appeal any ruling of the Court denying,

modifying, or reducing Plaintiff's Counsel's request for Attorneys' Fees and Costs.

3. Administration Costs

The Settlement Administrator shall be paid from the Settlement Fund for the costs of administration of the Settlement, which is an estimated fee of seven thousand dollars (\$7,000). These costs include, without limitation, the mailing of notice and disbursement of the Settlement Fund. The Settlement Administrator shall provide the Court and all counsel for the Parties with a declaration detailing the Administrative Costs. The Parties agree to cooperate during the settlement administration process and to make all efforts to minimize the costs and expenses incurred in the administration of this Settlement Agreement.

a) PAGA Payment

To calculate the Net Settlement Amount, the Administrator will deduct the following Court-approved sums from the Settlement Amount: (i) Attorneys' Fees and Costs and (ii) Settlement Administration fees. The Administrator will then deduct 75% of the Net Settlement Amount, which shall be paid to the LWDA pursuant to PAGA. The remaining 25% of the Net Settlement Amount shall be paid to PAGA Settlement Members, with each PAGA Settlement Member receiving a pro-rata share based on the number of pay periods during the PAGA Period. All PAGA Settlement Members will be entitled to payment for at least one pay period. The settlement administrator will also calculate the number of pay periods worked by the PAGA Settlement Members during the PAGA Period.

b) Payments to PAGA Settlement Members

The Settlement Administrator will determine the amount of the Individual Settlement Payments payable to each PAGA Settlement Member. The Settlement Administrator will calculate the Individual Settlement Payments within thirty (30) calendar days of receiving the list of PAGA Settlement Members from Defendants. The Settlement Administrator will provide a copy of its calculations, without any name or any other identifying data, for Plaintiff's Counsel and Defendants to review. The Parties may dispute the calculations only with respect to mathematical errors or an incorrect application of the above method of allocation. Such a dispute must be raised in writing within seven (7) calendar days after the Settlement

Administrator provides the calculations in writing to Plaintiff's Counsel and Defendants.

c) Taxability of Settlement Distributions

For tax purposes, the Individual Settlement Payments will be treated entirely by the Parties as non-wage civil penalties and interest, not subject to payroll withholdings, and shall be reported on an IRS Form 1099, to the extent required by any laws governing the issuance of IRS Form 1099. Neither the terms of this Settlement Agreement nor any Individual Settlement Payments paid to PAGA Settlement Members shall have any effect on the eligibility or calculation of employee benefits for any PAGA Settlement Members. Neither this Settlement Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. federal or state tax issue. PAGA Settlement Members will be specifically informed that neither Defendants, Defendants' Counsel, nor Plaintiff's Counsel make any representations regarding the tax implications of any amounts paid under this Settlement Agreement and that if any PAGA Settlement Member has any questions regarding those implications, they can and should consult a tax expert.

The Settlement Administrator shall provide the PAGA Settlement Member entitled to Individual Settlement Payments with a Form 1099 reflecting the non-wage penalties and interest paid. PAGA Settlement Members shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable taxes due and shall hold Released Parties harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the PAGA Settlement Members' tax treatment of payments made to them pursuant to the Settlement Agreement or failure to timely or properly pay any taxes owed on their respective Individual Settlement Payments.

Any checks issued to PAGA Settlement Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing. If any PAGA Settlement Member does not cash their settlement check within one hundred and eighty (180) days after issuance, then ten (10) business days after the check-cashing deadline, the Settlement Administrator shall void the check and remit the funds to the State Controller to be deposited in the California Unclaimed Property Fund in the PAGA Settlement Member's name. If the

1 Court requires that the Parties utilize a *cy pres* entity for uncashed checks, the Parties agree to the
2 State Bar's Justice Gap Fund as the *cy pres* entity for uncashed checks.

3 **4. Appointment and Duties of the Settlement Administrator**

4 Subject to the approval of the Court, the Parties have agreed to the appointment of a
5 Phoenix Class Action Administration Solutions as the Settlement Administrator for the purpose
6 of administering the settlement process, including preparing and mailing Notice Forms, and
7 responding to PAGA Settlement Member inquiries. The Administrative Costs shall be deducted
8 from the Settlement Amount.

9 The duties of the Settlement Administrator shall include, without limitation:

- 10 a) Handling all mailings to the PAGA Settlement Members;
11 b) Tracing undeliverable mailings;
12 c) Recording and tracking responses to the mailings to the PAGA Settlement
13 Members;
14 d) Responding to inquiries made by the PAGA Settlement Members;
15 e) Mailing Individual Settlement Payments and 1099 Forms to PAGA
16 Settlement Members; and other related tasks as mutually agreed to by the Parties.

17 The Settlement Administrator shall keep Plaintiff's Counsel and Counsel for Defendants
18 timely apprised of the performance of all Settlement Administrator responsibilities through
19 weekly emails. All disputes relating to the Settlement Administrator's performance of its duties
20 will be referred to the Court, if necessary, which will have continuing jurisdiction over this
21 Settlement until all payments and obligations contemplated by this Settlement Agreement have
22 been fully carried out.

23 Within ninety (90) calendar days of the Court's Order of Approval, the Settlement
24 Administrator shall prepare a declaration of due diligence and proof of mailing with regard to
25 the mailing of the Notice of Settlement, and any attempts by the Settlement Administrator to
26 locate PAGA Settlement Members, and its inability to deliver the Notice of Settlement to PAGA
27 Settlement Members due to invalid addresses ("Due Diligence Declaration"), to Plaintiff's
28 Counsel and Counsel for Defendants for presentation to the Court. Plaintiff's Counsel shall be

responsible for filing the Due Diligence Declaration with the Court.

5. Release of Claims

a) Upon the Effective Date, all PAGA Settlement Members, including their heirs, assigns, and estates, regardless of whether that member submitted a timely claim, shall be deemed to fully forever, irrevocably and unconditionally release, and discharge Defendants and the Released Parties, from any and all PAGA-based claims for civil penalties that all claims that arise out of or are related to the PAGA claims set forth in the PAGA Notice, including but not limited to, claims for unpaid wages and penalties of any kind, including based on an alleged failure to (1) pay all wages owed, including straight time and overtime, off-the-clock, on-call, sick time, premium pay for an alleged failure to provide meal and rest break, including any alleged calculations of the regular rate of pay associated with any alleged unpaid wages, and charges from the use of optional pay cards; (2) provide meal periods; (3) authorize and permit rest periods; (4) maintain accurate records of hours worked and meal periods; (4) reimburse business expense reimbursements; (5) pay all accrued vacation wages at termination; (5) timely pay all wages at termination; (6) furnish accurate itemized wage statements; (7) pay all earned wages twice per month; and (8) any allegations concerning COVID-19 policies or procedures. The claims released also include any other relief potentially recoverable under PAGA based on the claims and allegations made or which could have been made in the Lawsuit during the PAGA Period, based on Plaintiff's PAGA Notice. This release does not include and specifically carves out any of the underlying Labor Code claims and damages upon which the PAGA based claims are based. The release is intended to and shall only be applicable to PAGA-based claims for civil penalties.

b) Concurrently with the execution of this Settlement Agreement, Plaintiff executed a General Release of all claims against Defendants and Released Parties in exchange for a payment of fifteen thousand dollars (\$15,000).

c) The Parties intend and agree that this Settlement Agreement shall be binding on all PAGA Settlement Members, whether or not they actually receive a payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may

be pleaded as, a complete and total defense to any Released Claims raised in the future.

d) Plaintiff promises not to file a lawsuit in any court alleging any Released Claims or participate as a party in any administrative or legal proceedings, in any forum, against the Defendants or the Released Parties, for any claims released under this Settlement Agreement. In consideration for the promises made by Defendants in this Settlement Agreement, Plaintiff agrees never to institute any suit, complaint, proceeding, grievance, or action of any kind at law, in equity, or otherwise in any court of the United States, state, or municipality, or administrative agency, or any arbitration or other legal forum, against Defendants or the Released Parties for any claim included in the Released Claims. If Plaintiff or any PAGA Settlement Member is joined in any lawsuits for any Released Claims, he or she will receive no further compensation of any kind for such Released claims.

e) PAGA Settlement Members and Plaintiff's Counsel shall, and hereby do, fully and finally release and forever discharge Defendants and Released Parties from any and all claims, demands, actions and/or causes of action whatever kind or nature, including claims for attorneys' fees or costs, whether known or unknown, existing or claimed to exist, in any way set forth in or arising out of any: (i) dispute or claim between or among any PAGA Settlement Members, and/or Plaintiff's Counsel, including over any claim to any monetary part of the settlement and/or to Plaintiff's Counsel's fees or costs; and/or (ii) any dispute between the PAGA Settlement Members, Plaintiff's Counsel and/or any governmental authority with respect to this Settlement Agreement. This Settlement Agreement shall constitute and may be pleaded by Defendants and the Released Parties as, a complete and total defense to any such dispute or claim.

D. Preparation and Mailing of Notice to PAGA Settlement Members

Within forty (45) calendar days of the Court's entry of an Order of Approval, but subject to the Settlement Administrator providing adequate and contractual assurances with respect to confidentiality and data security, Defendants shall provide the Settlement Administrator with the following information for the PAGA Settlement Members in the form of an Excel spreadsheet or similar sortable electronic format: (i) full name, (ii) last known address, (iii)

1 Social Security Number, and (iv) dates worked for MHC in California during the PAGA Period.
2 Plaintiff's Counsel and Plaintiff will not be provided the name, address, any contact information
3 or social security numbers for any PAGA Settlement Members in connection with this
4 Settlement Agreement. The data provided to the Settlement Administrator by Defendants will
5 remain confidential and will not be disclosed to anyone without the express written consent of
6 the Defendants, or by order of the Court. The data provided under this Section shall be used
7 only for the purpose of administering this settlement.

8 The Notice of Settlement shall be sent by the Settlement Administrator to the PAGA
9 Settlement Members, by First Class Mail (in English and Spanish) to those addresses provided,
10 as soon as practicable, but in any event, within (30) calendar days after receipt of the contact
11 information from Defendants. The Settlement Administrator will also perform a National
12 Change of Address (NCOA) search on the entire PAGA Settlement Member list prior to mailing
13 the Notice of Settlement. The Notice of Settlement shall set forth a brief description of the
14 Action, provide the definition of the PAGA Settlement Members, inform PAGA Settlement
15 Members of the nature and scope of the settlement of claims and set forth the requested
16 Attorneys' Fees and Costs. PAGA Settlement Members shall not be given the opportunity to
17 opt out or object to the settlement.

18 The Settlement Administrator will attempt to locate any PAGA Settlement Members
19 whose Notice of Settlement is returned by the post office within five (5) days by conducting
20 one skip-trace search regarding any returned Notice of Settlement. If an envelope has not been
21 returned within twenty-one (21) calendar days of the mailing, it shall be conclusively presumed
22 that the PAGA Settlement Member received the Notice of Settlement.

23 **E. Funding the Settlement Amount and Distribution of Payments**

24 Defendants will pay the Settlement Amount to the Settlement Administrator no later than
25 10 days after the Effective Date. Within forty-five (45) days after such payment is received by
26 the Settlement Administrator, all Court-approved payments will be made by the Settlement
27 Administrator to the LWDA, PAGA Settlement Members, Plaintiff, and Plaintiff's Counsel
28 (provided that Plaintiff and Plaintiff's Counsel have provided a completed W-9 to the Settlement

Administrator). The approval and denial of a Settlement Payment to any PAGA Settlement Member under the terms of this Settlement Agreement will be conclusive and binding, subject to the dispute resolution provisions of this Settlement Agreement as set forth in Section II.L. All payments called for under this Section shall be made solely from the Settlement Amount.

F. Actions on Released Claims

The Parties agree that in any proceeding, claim or action brought subsequent to Approval that: (i) challenges the validity of or arises out of this Settlement Agreement; and/or (ii) seeks to allege against Defendants or the Released Parties any of the Released Claims, this Settlement Agreement, and/or any related order of the Court shall constitute, and may be pleaded as, a complete and total defense to any such dispute or claim.

G. Duties of the Parties Prior to Court Approval

a) Within fourteen (14) days after execution of this Settlement Agreement, Plaintiff's Counsel will provide the required notice to the LWDA of the settlement.

b) Within fourteen (14) days after execution of this Settlement Agreement, Plaintiff will file a Motion for Approval, along with this Settlement Agreement, for determination by the Court as to the following:

- 1) Approval of the proposed settlement as fair, reasonable, and adequate as to PAGA Settlement Members;
- 2) Approval as to form and content of the proposed Notice of Settlement;
- 3) Approval of the plan of allocation of the Settlement Fund;
- 4) Appointing Phoenix Class Action Administration Solutions as the Settlement Administrator;
- 5) Directing the mailing of the Notice of Settlement by First Class Mail to PAGA Settlement Members by the Settlement Administrator; and
- 6) Approving this Settlement Agreement.

c) Prior to the hearing by the Court to approve the settlement provided for in this Settlement Agreement, Plaintiff's Counsel (in conjunction with Defendants' counsel) will

submit a proposed final order:

1) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing the implementation of the terms and provisions of this Settlement Agreement;

2) Approving Plaintiff's Counsel's application for an award of Attorneys' Fees and Costs in whole or in part; and

3) Ordering judgment to be entered in this Lawsuit that dismisses the Lawsuit with prejudice.

H. Communications

Except for disclosures that are authorized by Defendants, that are required by law, the terms of this Settlement Agreement shall remain confidential until they are presented to the Court in connection with the Motion for Approval.

The Parties and their counsel will direct inquiries from PAGA Settlement Members to the Settlement Administrator to ensure consistent and accurate communication with PAGA Settlement Members. The Parties will make no efforts to solicit objections to this Settlement Agreement. Notwithstanding anything to the contrary in this section or elsewhere in this Settlement Agreement, Defendants and Plaintiff's Counsel shall be permitted to disclose the terms of the Settlement Agreement in order to comply with any state or federal law. Nothing in this Section shall limit Defendants from communicating with its counsel regarding this Settlement Agreement or Plaintiff or PAGA Settlement Members from communicating with Plaintiff's Counsel regarding this Settlement Agreement.

The Parties and their counsel agree that they shall not publicize the terms of the Settlement Agreement beyond the necessary court filings to effectuate the settlement. This prohibition includes, without limitation, press releases, social media posts, and postings on Plaintiff's Counsel's website. Additionally, the Parties and their counsel agree that they shall not initiate any contact with the media about the circumstances, amount, or terms of the settlement. If counsel for either party receives an inquiry about the settlement or terms of the Settlement Agreement from the media, counsel may respond only by confirming that the Parties

1 have agreed to resolve the matter. Plaintiff's Counsel will take all steps necessary to ensure
2 Plaintiff is aware of, and will adhere to, the restriction against initiating any media comment.
3 Plaintiff's Counsel further agrees not to use the terms of the settlement or Settlement Agreement
4 for marketing purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly
5 available information regarding the terms of the Settlement Agreement in future judicial
6 submissions regarding Plaintiff's Counsel's qualifications and experience.

7 **I. Indemnification Rights**

8 The Parties agree that the Settlement Agreement shall in no way inhibit or otherwise
9 affect Defendants' parents,' subsidiaries,' affiliates,' and agents' rights to seek indemnification
10 against any of the Released Parties.

11 **J. Continuing Jurisdiction of the Court**

12 The Parties agree that the Court shall retain jurisdiction over the Parties, and over this
13 Settlement Agreement, in order to: (i) monitor and enforce compliance with this Settlement
14 Agreement, Order of Approval and/or any related order of this Court and/or (ii) resolve any
15 disputes over this Settlement Agreement or the administration of this Settlement Agreement,
16 including disputes over entitlement to payments sought by Plaintiff's Counsel.

17 **K. Voiding the Settlement Agreement**

18 If any of the conditions set forth in the preceding paragraphs are not met, either party
19 may void this Settlement Agreement. If either party exercises its option under this provision,
20 the Settlement Agreement shall be ineffective, void, and of no further force and effect and shall
21 not be used, nor be admissible, in any subsequent proceedings in this Court or in any other Court
22 or forum. The Parties may exercise their option to void this Settlement Agreement only by
23 providing notice, in writing, to the other party prior to the Effective Date. The written notice
24 shall specifically state that the party is exercising its option under this provision and state the
25 bases for voiding the Settlement Agreement. The Parties agree to meet and confer in good faith
26 to resolve any issues before voiding the Settlement Agreement. If the Parties cannot resolve
27 the issue after meeting and conferring in good faith, the party exercising the option to void the
28 Settlement Agreement shall provide written notice to the Court voiding the Settlement

1 Agreement prior to the Effective Date. In such event (1) nothing in this Settlement Agreement
2 shall be construed as a determination, admission, or concession of any issue in the Lawsuit, and
3 nothing in this Settlement Agreement may be offered into evidence in any trial on the merits of
4 the claims asserted in the operative complaint filed in the Lawsuit or in any subsequent pleading;
5 (2) the Parties expressly reserve their rights with respect to the prosecution and defense of the
6 Lawsuit as if this Settlement Agreement never existed; and (3) Defendants shall be responsible
7 for any costs for Notice or claims administration incurred by the Settlement Administrator
8 through that date, provided that such costs shall be recoverable in the event that Defendants are
9 a prevailing party in the Action.

10 **L. Dispute Resolution**

11 Except as authorized herein, all disputes concerning the interpretation, implementation,
12 calculation, or payment of the Settlement Amount or other disputes regarding compliance with
13 this Settlement Agreement will be resolved by the Court.

14 **M. Parties' Authority**

15 The signatories to the Settlement Agreement hereby represent that they are fully
16 authorized to enter into this Settlement Agreement and bind the Parties to the terms and
17 conditions hereof.

18 **N. Mutual Full Cooperation**

19 The Parties agree to fully cooperate with each other to accomplish the terms of this
20 Settlement Agreement, including but not limited to, execution of such documents and to take
21 such other action as may reasonably be necessary to implement the terms of this Settlement
22 Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all
23 efforts contemplated by this Settlement Agreement and any other efforts that may become
24 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the
25 terms set forth herein. As soon as practicable after execution of this Settlement Agreement,
26 Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel,
27 take all necessary steps to secure the Court's Approval of this Settlement Agreement. Plaintiff's
28 Counsel will also notify counsel for Defendants if Plaintiff's Counsel receives a subpoena or

any other request for documents or information regarding any other action or potential action brought against Defendants or the Released Parties that includes any PAGA Settlement Members and/or any Released Claims.

O. No Prior Assignments

The Parties represent that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released, except as set forth herein.

P. No Admission

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants and/or any of the Released Parties, and they expressly deny liability or wrongdoing. Defendants further deny, for any purpose other than settling this lawsuit, that this lawsuit is appropriate for representative treatment under PAGA. This Settlement Agreement is not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of this Lawsuit or similar claims for representative treatment or administration other than for the purposes of administering this Settlement Agreement. In the event this Settlement Agreement is not approved by the Court or otherwise does not become final, Defendants do not waive any defenses or rights. This Settlement Agreement shall, pursuant to California Evidence Code Section 1152 and any and all analogous federal laws, be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

Whether or not the Settlement is finally approved, neither the Settlement; any of its terms; any document, statement, proceeding or conduct related to this Settlement Agreement, including without limitation, the Motion for Approval and any documents submitted in support of such motion; nor any reports or accounts thereof, shall be disclosed, referred to or offered or received in evidence against any of the Parties in any further proceeding in this Lawsuit, or any other civil, criminal or administrative action or proceeding except for purposes of settling this

Lawsuit or enforcing the Released Claims pursuant to the terms of this Settlement Agreement.

Q. Enforcement Actions

In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including any expert witness fees incurred in connection with any enforcement actions.

R. Notices

Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the PAGA Settlement Members:

Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Moon Law Group PC.
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017

To Defendants:

Catherine A. Conway
Bradley J. Hamburger
Megan M. Lawson
Gibson Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071

S. Construction & Reasonableness of Settlement Agreement

The Parties warrant that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors. The Parties agree that this Settlement Agreement shall not be construed in favor of or against any party.

T. Captions and Interpretations

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

U. Modification

This Settlement Agreement may not be changed, altered, or modified, except in a signed writing by the Parties. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

V. Integration

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement, and all prior or contemporaneous agreements, understandings, representations, and statements relating to this Settlement and the transaction, whether oral or written and whether by the Parties or their legal counsel, are merged herein.

W. Binding on Assigns

This Settlement Agreement shall be binding upon the Plaintiff and PAGA Settlement Members, their spouses, heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Defendants and the Released Parties, and their predecessors, successors, affiliates, subsidiaries, parent companies, partners, current and past employees, insurers, agents, legal representatives, each of which is entitled to enforce this Settlement Agreement.

X. Signatories

It is agreed that because the PAGA Settlement Members are so numerous, it is impossible or impractical to have each member execute this Settlement Agreement. It is agreed that this Settlement Agreement may be executed on behalf of the PAGA Settlement Members by Plaintiff's Counsel and Plaintiff; and shall have the same force and effect as if executed by each PAGA Settlement Member.

Y. Incorporation of Exhibits

All exhibits attached hereto are incorporated by reference and are a material part of this Settlement Agreement. Any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Settlement Agreement to become effective.

Z. California Law and Interpretation

All terms of this Settlement Agreement and its exhibits will be governed and interpreted by and according to the laws of the State of California, without giving effect to any conflict of law principles or choice of principles. If the Court determines that the Release of Claims in Section II.C.5 above is unenforceable, this entire Settlement Agreement will become null and void.

AA. Counterparts

This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

BB. Confidential Documents

Plaintiff and Plaintiff's Counsel agree that none of the documents and information provided to them in discovery or at any other time in this Action shall be used for any purposes other than prosecution of this Lawsuit. Plaintiff's Counsel shall not refer to, rely upon, or otherwise utilize any documents or information obtained in this Lawsuit to prosecute a separate action against Defendants and/or any Released Parties. However, nothing in this Section will be construed as a restraint on the right of any counsel to practice or a limitation on the rights that any PAGA Settlement Member or Plaintiff's Counsel may have under any applicable federal, state, or local law to separately obtain documents or information from Defendants.

CC. Entire Agreement

After this Settlement Agreement is fully executed by all Parties, it will constitute the entire agreement of the Parties. No oral representations, warranties, inducements, or writings have been made by any party concerning the Settlement Agreement, other than those expressly

1 stated herein.

2 IN WITNESS WHEREOF, Plaintiff and Defendants and their respective counsel have
3 executed this Settlement Agreement as of the date(s) indicated on the lines below.

4
5 Dated: January 10, 2025

By:

DocuSigned by:
Kristin Strawbuck
FC691CE42DC5484...

6
7
8
9 Dated: January __, 2025

By:

Barb Itter
Vice President, Human Resources
MHC Property Management, L.P.

10
11
12 APPROVED AS TO FORM AND CONTENT.

13
14 Dated: January 15, 2025

Moon Law Group, PC

15
16
17 By:

H. Scott Leviant
Attorneys for Plaintiff

18
19
20 APPROVED AS TO FORM AND CONTENT.

21 Dated: January __, 2025

GIBSON, DUNN & CRUTCHER LLP

22
23
24 By:

Catherine A. Conway
Attorneys for Defendants

1 stated herein.

2 IN WITNESS WHEREOF, Plaintiff and Defendants and their respective counsel have
3 executed this Settlement Agreement as of the date(s) indicated on the lines below.

4
5 Dated: January __, 2025

By: _____
Kristin Strawbuck

6
7
8
9 Dated: January ¹⁰__, 2025

Signed by:
By: Barb Itter
3BF3D80B8FD04D4...
Barb Itter
Vice President, Human Resources
MHC Property Management, L.P.

10
11
12 APPROVED AS TO FORM AND CONTENT.

13
14 Dated: January __, 2025

Moon Law Group, PC

15
16
17 By: _____
H. Scott Leviant
Attorneys for Plaintiff

18
19 APPROVED AS TO FORM AND CONTENT.

20
21 Dated: January 10, 2025

GIBSON, DUNN & CRUTCHER LLP

22
23
24 By: Catherine A. Conway
Catherine A. Conway
Attorneys for Defendants

Exhibit “A”

NOTICE OF PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS

Strawbuck v. Equity Lifestyle Properties, Inc., et al.
(Santa Clara Superior Court, Case No. 22CV398628)

PLEASE READ THIS NOTICE. A California Labor Code Private Attorneys General Act (“PAGA”) Action Settlement may affect your rights and you are eligible to get a payment from the Settlement. If you performed work for MHC Property Management, L.P. as a non-exempt, hourly employee in California at any time from May 30, 2021 through [date of Court Order of Approval] (PAGA Period), you are considered a “PAGA Settlement Member.” For purposes of the Settlement Agreement, “non-exempt hourly employees” includes employees and direct hires of MHC, including seasonal employees.

[FirstName][LastName]

[Address]

[City], [State][ZIP]

- An individual, Kristin Strawbuck (“Plaintiff”), who formerly worked for MHC Property Management, L.P. brought a legal claim seeking civil penalties against Equity LifeStyle Properties, Inc. and MHC Property Management, L.P. (collectively, “Defendants”) on behalf of the California Labor and Workforce Development Agency (“LWDA”) and PAGA Settlement Members for allegedly failing to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal periods; (4) authorize and permit rest periods; (5) maintain accurate records of hours worked and meal periods; (6) timely pay all wages at termination; (7) reimburse business expense reimbursements; and (8) furnish accurate itemized wage statements.
- On [date of Court Order of Approval], the Santa Clara County Superior Court (the “Court”) approved the settlement reached in the above-captioned lawsuit filed by Plaintiff on behalf of herself and all other allegedly aggrieved employees. Despite approving the settlement, the Court has not made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims. Additionally, Defendants vehemently deny Plaintiff’s allegations and maintain that they complied with California law at all times. Defendants entered into this settlement solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation and admit no liability, fault, or wrongdoing whatsoever.
- Each individual payment to each PAGA Settlement Member was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each PAGA Settlement Member in the PAGA Period.
- To qualify for your individual share of the Net Settlement Amount, you must have worked for MHC as a non-exempt, hourly employee in California at any time during the PAGA Period. You are receiving this notice because you have been identified as meeting these criteria.
- Based upon MHC’s payroll, time, and other records, your Individual Settlement Amount is calculated to be approximately: \$[Amount] for civil penalties under PAGA. Enclosed please find a check containing your share of the Settlement Fund.
- Your Individual Settlement Payment check is valid for 180 calendar days from the date of issuance. If you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled, and the funds will be sent to the State Controller’s Office for deposit in the California Unclaimed Property Fund in your name. If your check is lost or misplaced, you should contact the Administrator identified below immediately to request a replacement.

NOTICE OF PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS

Strawbuck v. Equity Lifestyle Properties, Inc., et al.
(Santa Clara Superior Court, Case No. 22CV398628)

- You are bound by the Settlement and your legal rights are affected whether you act or do not act. Upon entry of the Order by the Court approving the Settlement, you, including your heirs, assigns, and estates, regardless of whether that member submitted a timely claim, are barred from proceeding with any of the claims released by the Settlement. Specifically, you will fully and finally release Defendants and all of their respective past and present parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, including but not limited to, their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, and any other individual or entity which could be liable for any of the PAGA Released Claims (“Released Parties”) from all claims that arise out of or are related to the PAGA claims set forth in the PAGA Notice to the LWDA dated May 21, 2022 and any subsequent amendments (“PAGA Notice”). These claims include, but are not limited to, PAGA-based claims for civil penalties based on alleged claims for an alleged failure to (1) pay all wages owed, including straight time and overtime, off-the-clock, on-call, sick time, premium pay for an alleged failure to provide meal and rest break, including any alleged calculations of the regular rate of pay associated with any alleged unpaid wages, and charges from the use of optional pay cards; (2) provide meal periods; (3) authorize and permit rest periods; (4) maintain accurate records of hours worked and meal periods; (4) reimburse business expense reimbursements; (5) pay all accrued vacation wages at termination; (5) timely pay all wages at termination; (6) furnish accurate itemized wage statements; (7) pay all earned wages twice per month; and (8) any allegations concerning COVID-19 policies or procedures. The claims released also include any other relief potentially recoverable under PAGA based on the claims and allegations made or which could have been made in the Lawsuit during the PAGA Period, based on Plaintiff’s PAGA Notice (the “Released Claims”).
- This release does not include and specifically carves out any of the underlying Labor Code claims and damages upon which the PAGA-based claims are based. The release is intended to and shall only be applicable to PAGA-based claims for civil penalties.

This Notice of PAGA Action Settlement only summarizes this lawsuit, the Settlement, and related matters. For more information, please contact the following court appointed neutral third-party Settlement Administrator:

Phoenix Class Action Administration Solutions

Toll free telephone number: (800) XXX-XXXX

PLEASE DO NOT TELEPHONE THE COURT OR THE ATTORNEYS IN THIS CASE FOR INFORMATION REGARDING THIS SETTLEMENT. THE ADMINISTRATOR IDENTIFIED ABOVE WILL BE ABLE TO RESPOND TO ALL INQUIRIES.