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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

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

Plaintiff,

vs.

EQUITY LIFESTYLE PROPERTIES, INC., et
al.,

Defendants.

Case No.: 22CV398628

*[Assigned for all purposes to the Hon. Theodore
C. Zayner]*

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF'S MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Date: July 30, 2025
Time: 1:30 p.m.
Courtroom: Dept. 19
Judge: Hon. Theodore C. Zayner

RESERVATION CODE: **GVTZRCNH**

Action Filed: May 26, 2022
Trial Date: Not Set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

3. This Declaration is submitted in support of Plaintiff's MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004.

A. Statement of Facts

5. ELS is an operator of Manufactured Home Communities, RV Resorts and Campgrounds in North America. ELS operates home communities and RV resorts and campgrounds across the country.

6. Plaintiff worked for MHC, a subsidiary of MLS, in California during the PAGA Period.

7. Defendants contend they had lawful policies, including break and pay policies, in effect throughout the statutory period, and viable defenses to the alleged penalty claims.

B. Procedural History

8. On May 21, 2022, Plaintiff's Counsel sent a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff in compliance with Labor Code § 2699.3. On November 6, 2024, Plaintiff's Counsel sent an amended letter to the LWDA on behalf of Plaintiff in compliance with Labor Code § 2699.3.

9. More than 65 days passed after each letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in either letter.

10. Plaintiff 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 PAGA. On July 28, 2023, the Court granted Plaintiff's request to dismiss the Class claims without prejudice, based upon the existence of an arbitration agreement. 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 LWDA. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). The Parties agreed to settle the matter as a PAGA action.

11. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for civil penalties under PAGA. Defendants admit to no claims by virtue of their agreement to settle this matter.

12. Because Court approval of a PAGA settlement is required by this Court, the settlement is presented to this Court for review and approval.

1 **C. Settlement Negotiations**

2 13. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in
3 the operative complaint and have made a thorough study of the legal principles applicable to the claims
4 asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff's Counsel
5 has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
6 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding
7 liability, and numerous potential appellate issues.

8 14. On October 7, 2024, the Parties participated in an all-day mediation presided over by a
9 professional and neutral mediator, Tripper Ortman, of Ortman Mediation. The Parties engaged in
10 extensive negotiations and exchange of data, documents and information prior to and during mediation.
11 The Parties were able to reach a settlement, which led to this Agreement to settle the Action.

12 15. The Parties have memorialized the terms of the settlement in a long-form agreement (the
13 "Agreement").

14
15 **SUMMARY OF THE SETTLEMENT TERMS**

16 16. Key provisions of the proposed settlement include the following:

- 17 (a) PAGA Settlement Members (the aggrieved employees, as defined in the
18 Agreement): all current and former non-exempt employees of MHC who worked
19 in California during the PAGA Period (the period May 30, 2021 through the date
20 on which the Court enters an Order of Approval). For purposes of the
21 Agreement, "non-exempt hourly employees" includes employees and direct hires
22 of MHC, including seasonal employees. (Agreement, ¶¶ II.A.14, II.A.15).
- 23 (b) No Reversion: The Settlement is ***non-reversionary***, since the full Net Settlement
24 Amount will be allocated to PAGA penalty payments. (Agreement, ¶¶ II.A.10,
25 II.A.21.)
- 26 (c) Settlement Amount: Defendants agree to pay the maximum sum of **\$295,000.00**
27 (hereinafter referred to as the "Settlement Amount") for settlement of the Release
28 Claims, which shall be inclusive of Administrative Costs, Attorneys' Fees and

Costs, and PAGA payment to the LWDA. (Agreement, ¶ II.A.21.)

- (d) PAGA penalties (referred to herein as the “PAGA Penalty Amount”): At least **\$165,521.10** will be available for distribution to the PAGA Settlement Members and the LWDA. Of this amount, the LWDA will receive at least **\$124,140.82** under the Agreement, and PAGA Settlement Members will receive at least **\$41,380.27**. (Agreement, ¶¶ II.A.10, II.A.21, II.C)
- (e) Attorney’s Fees: Plaintiff’s Counsel requests an award of attorney’s fees in the amount of **\$98,333.33**, which is one-third of the Settlement Amount. (Agreement, ¶¶ II.A.2, II.C; Leviant Decl., ¶ 39, and Exh. 2.)
- (f) Litigation Costs: Plaintiff’s Counsel seeks reimbursement of actual litigation costs, to a maximum amount of \$26,000.00. The actual costs are \$24,145.57, which includes a reasonable estimate of the costs of filing the motion. Therefore, **\$24,145.57** is requested. (Agreement, ¶¶ II.A.2, II.C.2; Leviant Decl., ¶ 40, and Exh. 2.)
- (g) Settlement Administration: Payment to PAGA Settlement Members and administration will be accomplished through third-party settlement administrator, Phoenix Settlement Administration, which has agreed to perform Administrator duties for a flat fee not to exceed **\$7,000.00**, which is reasonable, based on all of the services offered. (Agreement, ¶¶ II.A.1, II.C.3; Leviant Decl., ¶ 41; Declaration of Jodey Lawrence [Decl. of Lawrence], ¶ 16.)
- (h) Uncashed Checks: Uncashed checks sent to the PAGA Settlement Members will be void after 180 days of issuance, and the funds will, pursuant to Unclaimed Property laws, be directed to the California State Controller’s Office in the name of the PAGA Settlement Members who did not cash the check. (Agreement, ¶ II.C.3.c.)¹

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

- (i) Release: In exchange for the above settlement consideration, Defendants, and the “Released Parties,” as defined in the Agreement, shall be entitled to a *limited* release from any and all PAGA-based claims for civil penalties that arise out of or are related to the PAGA claims set forth in the PAGA Notice.² (Agreement, ¶ II.C.5; Leviant Decl. ¶ 24, Exh. 1.)
- (j) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Leviant Decl., ¶ 45, Exh. 3.)

17. A true and correct copy of the STIPULATION OF SETTLEMENT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“Settlement” or “Agreement”) is attached hereto as “**Exhibit 1.**”

THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

18. Plaintiff and Plaintiff’s counsel have diligently investigated the claims in this matter. Plaintiff and Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the Aggrieved Employees and are fair and reasonable. Plaintiff’s Counsel brought a great deal of experience with wage and hour actions in negotiating the settlement of this case.

19. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the aggrieved employees and the State of

² This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....”).

1 California, since they do not have to wait additional years for a similar recovery. The efficiency of this
2 litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic
3 method for addressing the claims raised in this matter.

4 20. We have engaged in the necessary investigation in this case that made it possible for us to
5 exercise informed judgment in those aspects of the settlement process in which we were involved. The
6 Defendants in this matter produced important information, including pay and time data for all employees
7 at the time data was collected. That information, coupled with other data provided, was sufficient to
8 permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough
9 information upon which to evaluate a fair and reasonable settlement amount.

10 21. Here, the expense, complexity and likely duration of future litigation was to some extent
11 an unknown. However, what is certain is that to adequately establish the foundational violations that
12 would support any penalty award, significant time and expense would be invested. To adequately
13 establish that aggrieved employees experience the alleged violations, and at what frequency, the
14 aggrieved employees would need to be interviewed in a systematic fashion. The process would be
15 expensive and time-consuming. But doing so would have been required, since frequency of violations
16 would need to be established before any penalties could be recovered. As to claims such as meal period
17 and rest break violations, the decisions of aggrieved employees are a major factor in assessing liability.
18 Thus, even if records show a facially non-compliant meal period, no penalty could be assessed
19 automatically. In sum, the evidence collected to date leads us to conclude that, to the extent violations
20 occurred, a fact which Defendants dispute, the violations were *not* systematic and *not* uniform across all
21 of Defendants' employees who worked during the PAGA period. With these considerations in mind, the
22 amount of the Settlement is reasonable. For the PAGA Period, the number of PAGA Pay Periods at
23 issue is estimated to be about 31,625 total for the 965 Aggrieved Employees. Using the most
24 straightforward formulation of applying the "catch-all" \$100 penalty specified in Labor Code §
25 2699(f)(2) to each PAGA Pay Period, the total penalty exposure is approximately \$3,162,500.00. In
26 addition, with assistance from Plaintiff's data consultant, and after a thorough review of evidence casting
27 serious doubt on the viability of many of the theories of penalty recover, counsel separately estimated the
28 plausible maximum potential PAGA exposure, on a penalty-by-penalty basis, to be approximately

1 \$2,561,550.00, which includes many overly optimistic assumptions about the ability to prove the
2 frequency of violations for all aggrieved employees who allegedly experienced issues. The settlement is
3 just over 12% of that very optimistic exposure calculation, described below:

- 4 • Failure to compensate for unpaid wages based on off-the-clock work: Off-the-clock work is
5 the most heavily disputed allegation in the case. Off-the-clock work was alleged to occur
6 during on-call time, while waiting to clock in for shifts, and due to pre-shift Covid-19
7 screening questionnaires. MHC paid employees for response time when they were on call,
8 and only a small percentage of the workforce was assigned to on-call coverage. The legal
9 issue was whether the on-call time was sufficiently restrictive to render all of the on-call time
10 compensable. The on-call theory presents significant risk, factually and legally. Clock-in
11 delays do not appear to have a high likelihood of success. There was a factual dispute as to
12 whether Covid-19 screening was conducted off-the-clock. The workforce at each location
13 was small, and there were multiple ways to clock in and out for each shift. The plausible
14 exposure is estimated to be \$474,300.00 (4,743 total pay periods × \$100 penalty), based on
15 the on-call theory of liability and estimating that 15% of the workforce in a pay period had
16 on-call duty assignments. This is a high-risk theory of recovery.
- 17 • Regular Rate Calculation Errors: Data analysis showed a tiny, potential error in the
18 calculation of the regular rate of pay. The error occurred in only 331 pay periods. The
19 exposure is estimated to be \$33,100.00 (331 total pay periods × \$100 penalty).
- 20 • Failure to provide meal periods: Assuming that facial violations in time records all result in a
21 penalty, a generous assumption given that employee choice can be a significant factor, the
22 calculated maximum exposure is just \$34,787.50 (695 total pay periods * \$50 penalty). Meal
23 period compliance, on the fact of the records, was very high.
- 24 • Failure to provide rest breaks: It was alleged that rest breaks were generally ignored. This
25 contention was heavily disputed, and, given the high rate of compliance with meal period
26 requirements, it would be unexpected to find an employer disregarding this legal obligation
27 while carefully complying with another. Given the absence of any record to establish missed
28 rest breaks and the need to rely heavily on PAGA Settlement Member testimony, it is

1 estimated that this claim could support, at best, an exposure of \$316,250 (31,625 pay periods
2 $\times$ 20% violation rate $\times$ \$50.00).

- 3 • Unreimbursed business expenses: Plaintiff alleged that all employees were required to use a
4 cell phone without reimbursement. If true, it would still not apply to all employees. Based
5 on an estimated scope of impact of 25% of the workforce, and on a monthly basis, this results
6 in a maximum exposure of \$395,312.50 (15,812 total pay periods $\times$ 0.25 $\times$ \$100 penalty).
7 Defendants contend that any incurred business expenses were highly individualized and, if
8 business expenses were incurred, employees were reimbursed.
- 9 • Failure to timely pay final wages: It is estimated that the maximum exposure for this claim is
10 \$57,800.00 (578 former employees $\times$ \$100 penalty).
- 11 • Failure to furnish accurate itemized wage statements: It is estimated that the maximum
12 exposure for this claim is \$1,250,000.00 (5,000 total pay periods $\times$ \$250 penalty). This claim
13 is based, first, on the unpaid wage claims, with an assumed increase of impacted pay periods
14 from 4,743 to account for non-overlapping meal period violation pay periods, which makes it
15 entirely derivative as to either violation. Thus the \$250 penalty may not be recoverable due
16 to the “stacking” of penalties for the same underlying theory of recovery.

17 22. The PAGA Penalties, pursuant to PAGA and the terms of the Agreement, will be
18 allocated to the LWDA and all PAGA Settlement Members, with seventy-five percent allocated to the
19 former and twenty-five percent allocated to the latter.

20 23. The PAGA Penalty Amount (as that term is defined in the Motion), which is estimated to
21 be **\$165,521.10³**, provides genuine and meaningful relief to the LWDA and all alleged PAGA Settlement
22 Members consistent with the dual-purpose of PAGA because it both redresses the alleged Labor Code
23 violations and deters Defendants from violating the Labor Code in the future, in light of the long-term,
24 costly process required to litigate, mediate, and ultimately settle the Action. For these reasons, the PAGA
25 Penalties amount to genuine and meaningful relief consistent with the underlying purpose of PAGA.

26
27
28 ³ The PAGA Penalty Amount equals the Settlement Amount (\$295,000.000) less the PAGA Counsel’s fee
request (\$98,333.33), PAGA Counsel’s cost request (\$24,145.57), and settlement administrator’s fee (\$7,000.00).

24. The PAGA Penalties are also reasonable in light of the potential verdict value of all claims released. Indeed, the Agreement contains a release of all PAGA claims that arise or could arise from the facts underlying the operative Complaint and PAGA Notice, including those related to unpaid wages, including minimum wages, overtime compensation, meal period premiums, rest break premiums and unreimbursed business expenses. These claims served as the basis of the alleged PAGA Settlement Members' PAGA claims.

25. Further reflected in the PAGA Penalties is the potential risks in continuing to litigate the Action, including, but not limited to, the risk of not prevailing at trial, and the risk that, even if Plaintiff prevailed, the PAGA damages would be limited due to the largely discretionary nature of PAGA civil penalties; Defendants' defenses; and the fact that the ultimate purpose of the Action is and has been to obtain genuine and meaningful relief for the LWDA and PAGA Settlement Members.

THE EXPERIENCE OF COUNSEL

26. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the practice of employment and labor law for almost a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related class actions between them. The firm and its lawyers have successfully settled more than 300 class action matters during that time span. The firm and its lawyers have also tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA representative actions) in federal and state courts in California and elsewhere, by way of motion for class certification or motion for settlement approval. I personally participated in the litigation of more than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters. While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in many hundreds of class actions.

27. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D. from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of California in June 2007 and has been an Active Member in good standing continuously since then. He

1 has been selected to Super Lawyers for 2020-2024.

2 28. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010.
3 Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil
4 litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of
5 employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is
6 presently class counsel for many dozens of other putative wage-and-hour class and representative action
7 lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC
8 has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in
9 employment-related matters, representing both plaintiffs and defendants; and been appointed lead or
10 co-lead class counsel in numerous federal and state courts in California. The following is a list of some
11 of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee,*
12 *et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20,2018) No. CV 17-6433 JVS(JCGx), 2018 WL
13 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found:
14 "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other
15 courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.);
16 *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-
17 counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx.
18 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500;
19 co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class
20 size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx.
21 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size
22 approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size
23 approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size
24 approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead
25 counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead
26 counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515;
27 lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260;
28 lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel);

1 *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy*
2 *U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp*
3 *Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v.*
4 *Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's
5 experience is and has been invaluable in assessing the reasonableness of settlements such as the one at
6 issue here.

7 29. Ms. Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's
8 practice is focused on labor and employment class action lawsuits involving various violations of
9 California and federal labor laws. Ms. Ghazaryan received her law degree from the Southwestern School
10 of Law. Ms. Ghazaryan was admitted to the California bar in December 2021. Ms. Ghazaryan's billing
11 rate is \$700.00 per hour.

12 30. I received my undergraduate degree from Occidental College. Graduating cum laude, I
13 majored in economics and received a "minor" emphasis in mathematics. Along with my study of
14 economics and mathematics, I also had an emphasis in physics. This combination of scientific and
15 economic education has been of assistance during my litigation of complex civil actions. I received my
16 Juris Doctor degree from the University of Southern California Law Center.

17 31. My experience relevant to class action litigation includes the following:

- 18 (a) I have been involved in the litigation of class actions since 1997, working as a
19 law clerk on a number of class action matters. Since 1999, I have participated
20 as an attorney in the litigation of hundreds of class actions, in California
21 Superior Courts and in federal courts in California, Illinois, and Louisiana. I
22 emphasized litigation of wage and hour class actions beginning in 2005, but I
23 have focused on complex litigation of different types at all times since 1999.
- 24 (b) Dating back to 1999, some of the earliest cases in which I contributed to my
25 then-firm's efforts as co-lead/liaison counsel include:

- 26 i. *In re Paradise Memorial Park Litigation*, Los Angeles Superior
27 Court Lead Case No. BC130375; and,
28

1 ii. *In re Lincoln Memorial Park Litigation*, Los Angeles Superior
2 Court Lead Case No. BC133643.

3 (c) I have litigated contested class certification motions multiple times, prevailing
4 on many. Examples include the following:

- 5 1) In 2025, I certified a variety of wage and hour claims against Sun Valley
6 Group, in the matter of *Duran v. Sun Valley Group*.
- 7 2) In 2023, I certified a rest break claim against SMS Transportation, in the
8 matter of *Beard v. SMS Transportation*. Rest break claims are notably
9 difficult to certify.
- 10 3) In 2023, I certified a regular rate claim against Downtown Women's
11 Center, in the matter of *Evans v. Downtown Women's Center*.
- 12 4) In 2018, I certified wage and hour claims against Home Depot, in the
13 matter of *Utne v. Home Depot*, in the United States District Court,
14 Northern District of California. The contested certification resulted in a
15 certified class of roughly 140,000 individuals.
- 16 5) In 2019, I certified a Fair Credit Reporting Act claim related to
17 employment background checks against Wal-Mart Stores, Inc., in the
18 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District
19 Court, Central District of California. The contested certification
20 resulted in a certified class of over 5,000,000 individuals.
- 21 6) In 2018, I fully briefed a contested class certification motion in the
22 matter of *Harelson v. U.S. Aviation*, in the United States District Court,
23 Northern District of California. After certification was fully briefed, the
24 matter successfully settled.
- 25 7) In 2013, I certified an investment fraud suit, in the matter of *Larsen v.*
26 *Coldwell Banker*, in the United States District Court, Central District of
27 California.
- 28

- 1 8) In 2012, I fully briefed a contested class certification motion, in the
2 wage and hour matter of *Gillings v. Time Warner*, in the United States
3 District Court, Central District of California. In that matter, summary
4 judgment was granted against my clients and the certification motion
5 was deemed moot. I appealed to the Ninth Circuit and obtained a
6 reversal of the District Court's decision. Upon remand, the matter
7 settled.
- 8 9) In approximately 2011, I fully briefed a contested class certification
9 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
10 Superior Court of California, County of Orange. Certification was
11 denied. The result was appealed, and a partial reversal was obtained.
- 12 10) In approximately 2008, I fully briefed a contested class certification
13 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
14 *LTD.*, Superior Court of California, County of Los Angeles.
15 Certification was denied. I appealed, handling all briefing, and, in
16 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.
17 for rev. denied, I obtained a decision directing the trial court to certify
18 the class. *Ghazaryan* is now widely cited, including by the California
19 Supreme Court, as a comprehensive source for the standards applied to
20 certification motions in California.
- 21 11) In approximately 2006, I fully briefed a contested class certification
22 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
23 *Bank*, Superior Court of California, County of Orange. Certification
24 was denied. I appealed, handling all briefing. The published opinion of
25 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
26 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
27 Certiorari related to certification due process issues.
28

12) In approximately 2008, I assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

(d) I have prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. I have taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals I have handled, I have participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

- 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
- 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), *pet. for rehearing and pet. for en banc rehearing den.*;
- 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), *pet. for rev. denied*;
- 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), *rev. denied, pet. for cert. denied*;
- 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), *rev. denied, pet. for cert. denied*;
- 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), *rev. denied*;
- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), *pet.*

1 for cert. denied;

2 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011)
3 (amicus counsel);

4 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB
5 No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of
6 particular note, as it is at the center of a dispute regarding the interplay
7 between the Federal Arbitration Act (FAA) and two labor relations laws,
8 the National Labor Relations Act (NLRA) and Norris-LaGuardia Act.
9 Cases highlighting that issue have been accepted by the United States
10 Supreme Court.

11 (e) I was the lead appellate author in a matter before the California Supreme Court
12 that generated substantial interest in the field of wage and hour litigation. That
13 matter, *Troester v. Starbucks Corporation*, resolved a significant issue of
14 whether, under California law, a *de minimis* defense exists to the employer's
15 obligation to pay all wages for all compensable time worked by an employee.

16 (f) I was the lead appellate counsel in a matter before the California Court of
17 Appeal (Sixth Appellate District) that generated substantial interest in the field
18 of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*,
19 held that prior jurisprudence erroneously concluded that, under California law,
20 underpayment of wages as a result of rounding of time clock punches is lawful
21 so long as the rounding was neutral on its face and as applied. *Camp* is now
22 pending before the California Supreme Court but remains citable as authority
23 pursuant to an Order of the California Supreme Court.

24 (g) In addition to my work on complex litigation matters and class actions, I have
25 authored published articles and columns on issues related to class actions and
26 other litigation issues, including:

27 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18
28 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);

- 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
- 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- 13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- 14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- 15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional*

Element in a Comprehensive Litigation Plan, ADVOCATE, April 2006;

16) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

- 1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- 2) *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- 3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- 4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

- 6) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)
- 7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- 9) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- 10) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

32. My current contingent billing rate is consistent with my practice area, legal market and

1 accepted hourly rates:

- 2 (a) In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
3 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
4 reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of
5 wage-and-hour class actions that I have frequently opposed when litigating wage-
6 and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd
7 Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415,
8 7th Year - \$435, 8th Year - \$455.
- 9 (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class
10 certification. For the specialized work on that appeal, I charged an hourly rate of
11 \$650.00 per hour, a rate the hiring co-counsel accepted.
- 12 (c) The 2023-24 Adjusted Laffey Matrix states that an attorney with 20 or more
13 years experience can reasonably charge \$1,057 per hour.
14 <http://www.laffeymatrix.com/see.html>.⁴ That rate is derived from the
15 Washington, D.C. area and requires a costs of living evaluation for use in Los
16 Angeles. Using federal statistics for average attorney salaries, attorney pay is
17 8.7% lower in Los Angeles, compared to Washington, D.C., indicating an 8.7%
18 downward adjustment to the Laffey Matrix may be appropriate.
19 <https://www.bls.gov/oes/current/oes231011.htm>.⁵ However, using federal
20 employee pay tables, federal employee wages are 0.13% higher when Los
21 Angeles is compared to Washington, D.C., indicating almost no adjustment to the
22 Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule>.⁶ And, using Schedule 9 of 5 U.S.C.
23 § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the
24

25
26 ⁴Last viewed January 30, 2024.

27 ⁵Last viewed January 30, 2024.

28 ⁶ Last viewed January 30, 2024.

range of a 8.7% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,057. The complete Adjusted Laffey Matrix is set forth below.

- (d) The full 2023-2024 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/22-5/31/23	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057

- (e) I have been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.

- (f) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now \$975.00, which is well below the presumptively appropriate hourly rate of \$1,057 for attorneys with 20 or more years of experience.

REASONABLENESS OF THE REQUESTED FEE AWARD

33. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

34. Because of the uncertainty of the outcome in this and other wage and hour litigation

undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement, either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be available if we prevailed. This expectation stems from the fact that many cases we undertake as putative class actions do not resolve successfully.

35. Counsel's experience in employment class actions and PAGA cases was integral in evaluating strengths and weaknesses of the case against Defendants and the reasonableness of the settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action and PAGA action litigation.

36. In the past 5 years, Moon Law Group, PC, has settled many dozens of wage & hour class and PAGA actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek no more than one third of the settlement amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with California law approving the percentage of the fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this matter. That work includes:

- (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- (b) Legal research and investigation regarding the Defendants' practices;
- (c) Preparation of multiple drafts of the original complaint and finalization and filing of the original complaint;
- (d) Preparation of multiple drafts of the subsequent complaints and finalization and filing of the subsequent complaints;
- (e) Review of documents and data produced by Defendants;
- (f) Analysis of the audit results and preparation of a damages model for informal settlement negotiations;
- (g) Drafting of Plaintiff's mediation statement;

- (h) Attendance at mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments; and
- (j) Preparation of the motion for settlement approval.

37. The actual lodestar incurred by Plaintiff's counsel is approximately **\$124,207.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to numerous other short activities. The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Kane Moon	31.4	\$950	\$29,830.00
H. Scott Leviant	63.7	\$975	\$62,107.50
Mariam Ghazaryan	46.1	\$700	\$32,270.00
	141.2	Total:	\$124,207.50

That lodestar would be higher if I included the estimated time that I did not include in by billing entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing informal discovery and evaluating data before and after the settlement negotiations in this matter. Those efforts led to this settlement.

38. I also anticipate that we will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, and preparing final accounting filings after distribution of the Settlement.

39. Our fee request is **\$98,333.33**, which is one-third of the Gross Settlement Amount, as specified in the Settlement Agreement. As we are requesting a fee of **\$98,333.33**, this represents a "negative" multiplier (a multiplier less than 1.0) of 0.79. Multipliers between two and four are common and regularly approved on a lodestar crosscheck. Therefore, Plaintiff's Counsel requests an award of fees of **\$98,333.33**.

40. The Agreement also provides for the award of actual costs. Plaintiff's actual, out-of-pocket costs in taking on representation in this Lawsuit on a contingency basis will be approximately **\$24,145.57** as set forth in "Exhibit 2." The costs are capped under the Settlement at \$26,000.00, and the

costs incurred are below the cap. Therefore, Plaintiff requests an award of \$24,145.57.

THE THIRD-PARTY ADMINISTRATOR

41. The parties have agreed that administration will be handled by a third-party administrator. In counsel's experience as class counsel in similar wage-and-hour actions with a similar number of employees, Phoenix Settlement Administrators. is fully capable of administering the Settlement at a competitive and reasonable cost and should be approved by the Court to administer the Settlement notice process. Administration will cost **\$7,000.00**. See concurrently filed Declaration of Jodey Lawrence.

EXHIBITS

42. As noted above, a true and correct copy of the STIPULATION OF SETTLEMENT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT is attached hereto as **"Exhibit 1."**

43. Attached hereto as **"Exhibit 2"** is a true and correct copy of Plaintiff's Counsel's current costs for this matter.

44. Attached hereto as **"Exhibit 3"** is a true and correct copy of confirmation of the submission of the PAGA SETTLEMENT AGREEMENT to the LWDA.

NOTICE WAS PROVIDED TO THE LWDA

45. A copy of the PAGA SETTLEMENT AGREEMENT was submitted to the LWDA prior to the filing of this motion. That submission is attached hereto as **"Exhibit 3."**

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this February 21, 2025, at Los Angeles, California.

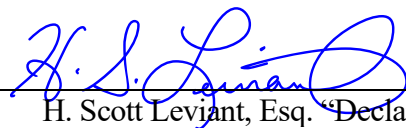

H. Scott Leviant, Esq. "Declarant"

Exhibit “1”

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,

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

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

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

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

23 **II. TERMS OF THE SETTLEMENT AGREEMENT**

24 IT IS HEREBY STIPULATED AND AGREED by the Parties, by and through their
25 attorneys, that subject to approval by the Court, the Lawsuit will be finally and fully
26 compromised, released, resolved, discharged, and settled, and will be dismissed in its entirety
27 with prejudice through entry of a final judgment of dismissal with prejudice, subject to the terms
28 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

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

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

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

23 **D. Preparation and Mailing of Notice to PAGA Settlement Members**

24 Within forty (45) calendar days of the Court's entry of an Order of Approval, but subject
25 to the Settlement Administrator providing adequate and contractual assurances with respect to
26 confidentiality and data security, Defendants shall provide the Settlement Administrator with
27 the following information for the PAGA Settlement Members in the form of an Excel
28 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.

1 **Y. Incorporation of Exhibits**

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

6 **Z. California Law and Interpretation**

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

12 **AA. Counterparts**

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

16 **BB. Confidential Documents**

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

25 **CC. Entire Agreement**

26 After this Settlement Agreement is fully executed by all Parties, it will constitute the
27 entire agreement of the Parties. No oral representations, warranties, inducements, or writings
28 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.

Exhibit “2”

Date	Description	Charge
5/24/2022	LWDA PAGA Notice Filing Fee	\$ 75.00
5/27/2022	Complaint fee - Complex Case	\$ 1,494.89
5/27/2022	Administrative Case Database Initiation Fee	\$ 750.00
6/15/2022	Ace - Attorney Service	\$ 97.75
7/1/2022	Ace - Attorney Service	\$ 49.55
8/11/2022	One Legal - Attorney Service	\$ 17.47
9/19/2022	One Legal - Attorney Service	\$ 17.47
10/7/2022	One Legal - Attorney Service	\$ 38.14
10/7/2022	One Legal - Attorney Service	\$ 38.25
7/26/2023	One Legal - Attorney Service	\$ 17.22
8/8/2023	Ace - Attorney Service	\$ 138.50
12/2/2023	One Legal - Attorney Service	\$ 17.22
9/6/2024	Mediator - Tripper Ortman (Plaintiff-side share)	\$ 13,000.00
10/10/2024	Berger Consulting Group	\$ 8,190.00
11/1/2024	One Legal - Attorney Service	\$ 19.11
		\$ 23,960.57

Future Costs

Motion Filing Fee - Court Fee	\$ 60.00
One Legal - Attorney Service (Motion E-filing)	\$ 125.00
	\$ 185.00

Total: **\$ 24,145.57**

Exhibit “3”

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Catherine A. Conway
cconway@gibsondunn.com
Megan M. Lawson
mlawson@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-3197
Facsimile: 213.229.7520

Counsel for Defendants

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

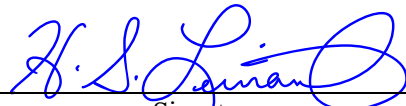
☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **February 21, 2025** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature