

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)**  
**SETTLEMENT AGREEMENT**

***Nakeitha Kennedy, et al. v. Northridge Cooperative Homes and Alton Management Corporation, et al.***  
**Alameda County Superior Court, Case No. 22CV014162**

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendants Northridge Cooperative Homes (“Northridge”) and Alton Management Corporation (“Alton”) (Northridge and Alton are collectively referred to as “Defendants”), Plaintiff Nakeitha Kennedy (“Plaintiff”), for herself and in her capacity as a representative of the State of California on behalf of other Aggrieved Employees (defined below), and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendants, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”)

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of California, County of Alameda, Case No. 22CV014162 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the sum of One Hundred Ten Thousand Dollars (\$110,000.00) (hereinafter referred to as the “PAGA Gross Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s attorneys’ fees and costs in connection with the Litigation and the expense of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

**Article I.**

**Definitions.**

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all individuals who currently and/or formerly worked for Defendants in California as hourly and/or non-exempt employees at any time from May 4, 2021, through March 31, 2025 (the “PAGA Release Period”). Defendants represent that the total number of Aggrieved Employees is approximately 43 individuals who worked approximately 2,150 pay periods during the PAGA Release Period.

- (b) “Complaint” means the operative First Amended Complaint filed by Plaintiff in the Action on or about September 15, 2022, which asserts a single cause of action under the PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2699, and 2699.3.
- (c) “Court” means the Superior Court for the State of California, County of Alameda.
- (d) “Defense Counsel” or “Counsel for Defendants” is:
- Donald P. Sullivan, Esq.  
JACKSON LEWIS P.C.  
50 California Street 9th Floor  
San Francisco, CA 94111
- (e) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.
- (f) “Plaintiff’s Counsel” is:
- Daniel F. Gaines, Esq.  
GAINES & GAINES, APLC  
4550 East Thousand Oaks Boulevard, Suite 100  
Westlake Village, California 91362
- (g) “Settlement Administrator” means Phoenix Settlement Administrators, the Parties’ chosen settlement administrator.

## **Article II.**

### **Background.**

#### **Section 2.01   Background.**

- (a) On May 4, 2022, Plaintiff, on behalf of herself and similarly situated aggrieved employees, submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) asserting claims against Defendant Northridge for alleged violations of the California Labor Code. Thereafter, on July 8, 2022, Plaintiff, on behalf of herself and similarly situated aggrieved employees, submitted a supplemental notice to the LWDA asserting claims against Defendants, including claims for failure to pay for all minimum and overtime wages earned in violation of Labor Code §§ 510, 558, and 1194 and Industrial Welfare Commission (“IWC”) Wage Order 5-2001; failure to provide rest periods and/or pay premium wages for missed rest periods in violation of Labor Code § 226.7 and IWC Wage Order 5-2001; failure to provide meal periods and/or pay premium wages for missed meal periods in violation of Labor Code §§ 226.7, 512, 558, 1174, 1174.5, 1194, and 1198, and IWC Wage Order 5-2001; failure to reimburse for necessary business expenses in violation of Labor Code § 2802; failure to provide accurate itemized wage statements in

violation of Labor Code §§ 226(a) and 226.3; and failure to pay all wages owed at the time of separation of employment in violation of Labor Code §§ 201 and 202.

- (b) On July 13, 2022, Plaintiff filed the original complaint in the Superior Court of the State of California, County of Alameda. Thereafter, on September 15, 2022, Plaintiff filed her First Amended Complaint entitled *Nakeitha Kennedy v. Northridge Cooperative Homes and Alton Management Corporation*, Case No. 22CV014162. The Litigation is brought by Nakeitha Kennedy, on behalf of herself, the State of California, and other aggrieved employees. Through this Settlement, the Parties have agreed to resolve Plaintiff's claims under the PAGA based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2699, and 2699.3 premised on Defendants' alleged failure to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, failure to keep accurate time and payroll records, reimburse all business expenses, and issue complete and accurate wage statements.
- (c) On January 30, 2025, the Parties engaged in mediation with Brandon McKelvey, Esq., an experienced and reputable wage and hour and PAGA action mediator. In advance of mediation, the Parties engaged in informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At the conclusion of the mediation, the Parties reached an agreement for resolution by mutually accepting the mediator's proposal. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (d) The Parties agree that the investigation and evaluation discussed above, as well as informal discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (e) This Agreement contemplates the following: (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendants deny each and every claim and contention alleged in the Action and assert that they have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.

### **Article III.**

#### **Scope of the Aggrieved Employees.**

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01.

Section 3.02 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendants' records as having worked as an Aggrieved Employee.

### **Article IV.**

#### **Approval and Implementation of Settlement.**

##### **Section 4.01 Cooperation.**

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Litigation as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendants, if any, shall be promptly returned to them.

##### **Section 4.02 Settlement Payment Procedures.**

###### **(a) Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.**

- (1) Defendants, jointly and severally, shall pay the total amount of One Hundred Ten Thousand Dollars (\$110,000.00) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to

Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that there are no circumstances that would require Defendants to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.15 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$12,000.00 (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Defendants will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel Payment. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (3) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel Payment and up to \$4,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of seventy-five percent (75%) of the Net Settlement Fund, which shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees unless otherwise ordered by the Court. Any reallocation of the Net Settlement Fund directed by the Court is not grounds to void this Agreement.
- (4) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.

- (5) Defendants shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.
- (6) Defendants will provide the Settlement Administrator with a confidential list of the names, addresses, and Social Security Numbers of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within ten (10) business days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (7) No later than twenty-one (21) calendar days after Defendants' deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendants' deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, the Settlement Administrator, and the LWDA to satisfy their payments herein.
- (8) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (9) 100% of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Forms 1099 (if required) to the Aggrieved Employees.

## **Article V.**

### **Limitations On Use Of This Settlement.**

#### **Section 5.01 No Admission.**

Defendants have denied and continue to deny all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted

in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendants or Released Parties to any other party or to any other person whomsoever. Defendants have agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendants do not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

#### Section 5.02 Non-Evidentiary Use.

This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action, and it may only be used as evidence of the resolution detailed herein. However, neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

#### Section 5.03 Nullification.

(a) If the Court should for any reason fail to approve this Agreement, then: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net

Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the Action with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

## **Article VI.**

### **Release and Waiver of Claims.**

#### **Section 6.01 Limited Release by Plaintiff and Aggrieved Employees.**

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendants' funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendants and their former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum and overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) failure to keep accurate time and payroll records; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California Labor Code §§ 201, 202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and every of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

#### **Section 6.02 Tax Treatment and Tax Indemnification.**

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing

authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

## **Article VI.**

### **Miscellaneous Provisions.**

#### **Section 7.01 Voluntariness.**

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

#### **Section 7.02 Amendments.**

The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by the Plaintiff, Plaintiff's Counsel, Defendants, and Defense Counsel who executed this Agreement, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

#### **Section 7.03 No Modifications and Void *Ab Initio*.**

This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reach and it will be as if the Agreement was never entered into by the Parties. If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms.

#### **Section 7.04 Assignment.**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein, except that Plaintiff and Defendants have concurrently entered into an individual general release agreement through which Plaintiff shall release any and all claims against the Released Parties, with a waiver of her rights under California Civil Code section 1542, for consideration. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.07 Headings and Captions.

Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

Section 7.08 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defendants' Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to: (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement.

Section 7.09 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not

be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.11 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendants shall bear their own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendants' attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.12 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover her/their reasonable attorneys' fees and costs.

Section 7.13 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.14 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.15 Escalator Provision.

This settlement is based on Defendants' representation that there are no more than approximately 2,150 pay periods at issue ("Affected Pay Periods") worked by approximately 43 Aggrieved Employees during the PAGA Release Period. If the actual number of pay periods is 10% higher or more, Defendants shall at their option either: (a) increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods; or (b) cap the end date of the PAGA Release Period on the date before the 10% is exceeded.

Section 7.16 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendants fail to timely make any payment due hereunder, they shall be in default of their obligations. Plaintiff shall thereafter give notice of default and Defendants must cure said default within five (5)

business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

**IN WITNESS WHEREOF**, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

**APPROVED AND ACCEPTED.**

Dated: 04 / 26 / 2025

NORTHRIDGE COOPERATIVE HOMES

By   
INGRID WYNN  
President of the Board of Directors

Dated: 04 / 25 / 2025

ALTON MANAGEMENT CORPORATION

By   
WILLIAM HUTTON  
Principal, Director of Field Operations

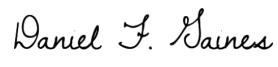
Dated: 04 / 25 / 2025

By   
NAKEITHA KENNEDY

**APPROVED AS TO FORM AND  
ATTORNEY OBLIGATIONS ONLY**

GAINES & GAINES, ALPC

Dated: 04 / 25 / 2025

By:   
Daniel F. Gaines, Esq.  
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: 04 / 25 / 2025

By:   
Donald P. Sullivan, Esq.  
Attorneys for Defendants

# EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

NAKEITHA KENNEDY, on behalf of  
herself and all “aggrieved employees”  
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

NORTHRIDGE COOPERATIVE HOMES,  
a California nonprofit corporation, ALTON  
MANAGEMENT CORPORATION, a  
California corporation, and DOES 1 through  
10, inclusive,

Defendants.

Case No. 22CV014162

**NOTICE OF SETTLEMENT OF  
PRIVATE ATTORNEYS GENERAL ACT  
CLAIM (CAL. LABOR CODE § 2698 *ET  
SEQ.*)**

You have been identified as an individual who currently and/or formerly worked for Defendants Northridge Cooperative Homes and Alton Management Corporation (“Defendants”) in California, as a non-exempt employee at any time between May 4, 2021, and March 31, 2025. (“Aggrieved Employee”).

On July 13, 2022, Plaintiff Nakeitha Kennedy (the “Plaintiff”) commenced a lawsuit in the Superior Court of California, County of Alameda, Case Number 22CV014162 to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendants failed to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendants deny Plaintiff’s allegations and dispute all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement that takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendants' funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendants and their former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum and overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) failure to keep accurate time and payroll records; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California Labor Code §§ 201, 202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.