

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Bertha Alicia Aguilera (“Plaintiff”) and defendants San Clemente Villas By the Sea, Inc., San Clemente Villas By The Sea, LTD., and PJB13 (“Defendants”) (collectively, the “Parties”).

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Bertha Alicia Aguilera v. San Clemente Villas By the Sea, Inc., et al.* initiated on October 18, 2022, and pending in Superior Court of the State of California, County of Orange, Case No. 30-2022-01286744-CU-OE-CXC.

1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid of Ten Thousand Dollars and Zero Cents (\$10,000.00) submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means all non-exempt, hourly employees who have been employed by Defendants at the San Clemente location at any time during the PAGA Period (as defined below).

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, number of PAGA Pay Periods and hire dates, termination dates, and re-hire dates (as applicable).

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Orange.

1.8. “Defense Counsel” means CDF Labor Law LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means Two Hundred Seventy Thousand and Zero Dollars (\$270,000.00) which is the total amount Defendants agree to pay under this Agreement, unless escalated as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the PAGA Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.16. "PAGA Counsel" means Bibyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" means the amount of attorneys' fees requested by PAGA Counsel and subject to Court approval. The PAGA Counsel Fees Payment shall not exceed thirty-three percent (33%) of the Gross Settlement Amount, including any escalations pursuant to Paragraph 8 of this Agreement. The PAGA Counsel Fees Payment shall be paid from, and not in addition to, the Gross Settlement Amount. The amount of PAGA Counsel Fees Payment shall include all past and future attorneys' fees to PAGA Counsel—including, without limitation, all

time expended by Plaintiff's Counsel in defending the Agreement and securing approval of the Agreement, but shall not include any attorneys' fees incurred by PAGA Counsel after the Court enters any judgement in this Action. Unless the Gross Settlement Amount is escalated pursuant to Paragraph 8 of this Agreement, there will be no additional charge of any kind to either the Aggrieved Employees or request for additional consideration from Defendants for fees unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve PAGA Counsel's request and application for the PAGA Counsel Fees Payment in an amount less than the amounts provided herein, then the unapproved portion(s) shall become part of the Net Settlement Amount. Defendants will not oppose the Court's award of attorneys' fees.

1.18. "PAGA Counsel Litigation Expenses Payment" means the amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), according to proof and subject to approval by the Court. PAGA Counsel Litigation Expenses Payment will be paid from, and not in addition to, the Gross Settlement Amount. The amount of PAGA Counsel Litigation Expenses Payment shall include all past and future attorneys' costs to Plaintiff's Counsel - including, without limitation, all costs expended by Plaintiff's Counsel in defending the Settlement and securing approval of the Settlement (including any appeals). There will be no additional charge of any kind to either the Aggrieved Employees or request for additional consideration from Defendants for costs unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Defendants will not oppose the Court's award of attorneys' costs.

1.19. "PAGA Enhancement Award" means the individual payment made to the Plaintiff in the amount of Five Thousand Dollars (\$5,000) as an enhancement award.

1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from June 13, 2021 through either December 15,

2023 or the date of Court approval, whichever is sooner.

1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.23. "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA dated June 12, 2022, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to in settlement of PAGA claims.

1.25. "Plaintiff" means Alicia Bertha Aguilera, the named plaintiff in the Action.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28. "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.30. "Defendants" means named Defendants San Clemente Villas By the Sea, Inc., San Clemente Villas By The Sea, LTD., and PJB13.

2. RECITALS.

2.1. On October 18, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendants for penalties under PAGA (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On August 22, 2023, the Parties participated in an all-day mediation presided over by

Jeffrey Krivis, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, all relevant policies and procedures related to the allegations in the Operative Complaint, and statistics including the estimated PAGA Periods, Total Aggrieved Employees, and total current and former employees during the PAGA Period.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. The Gross Settlement Amount is defined above in Paragraph 1.10.

3.2. Timing of Defendants' Payment. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Court's approval of this Agreement, but no case before January 2, 2024.

3.3 Non-Reversion. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.4.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount which, unless escalated, is currently estimated to be Eighty-Nine Thousand One Hundred Dollars and Zero Cents (\$89,100) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Five Thousand Dollars and Zero Cents (\$25,000). Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Defendants will not oppose PAGA Counsel's request for Court approval of these payments provided that they do not exceed these amounts. If the

1 Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
2 Expenses Payment less than the amounts requested, the Administrator will allocate
3 the remainder to the Net Settlement Amount. Released Parties shall have no liability
4 to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
5 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation
6 Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment
7 and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
8 Counsel assumes full responsibility and liability for taxes owed on the PAGA
9 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and
10 holds Defendants harmless, and indemnifies Defendants, from any dispute or
11 controversy regarding any division or sharing of any of these Payments.

12 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
13 \$4,450.00 except for a showing of good cause and as approved by the Court. To
14 the extent the Administration Expenses are less or the Court approves payment less
15 than \$4,450.00, the difference between \$4,450.00 and the actual Settlement
16 Administration Costs shall be included in the Net Settlement Amount.

17 3.2.3. To the LWDA and Aggrieved Employees: 25% of the PAGA Penalties to be
18 paid from the Net Settlement Amount allocated to the Individual PAGA Payments,
19 and 75% of the PAGA Penalties to LWDA to be paid from the Net Settlement
20 Amount in settlement of PAGA claims allocated to the LWDA PAGA Payment.

21 3.2.3.1. The Administrator will calculate each Aggrieved Employee's
22 Individual PAGA Payment by: (a) dividing the Aggrieved Employees' 25%
23 share of PAGA Penalties, by the total number of PAGA Period Pay Periods
24 worked by all Aggrieved Employees during the PAGA Period; and (b)
25 multiplying the result by the number of PAGA Period Pay Periods worked
26 by each Aggrieved Employee's. Aggrieved Employees assume full
27 responsibility and liability for any taxes owed on their Individual PAGA
28 Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS form 1099-MISC, box 3 (Other Income).

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date the Parties negotiated and executed their Memorandum of Understanding, Defendants represented there were no more than 5,918 Pay Periods worked by Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 45 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form dictated by the Administrator. To protect Aggrieved Employee' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Agreement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants as set forth in Paragraph 3.2, above.

4.4. Payments from the Gross Settlement Amount. Within 15 calendar days after Defendants fund the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses

1 Payment shall not precede disbursement of Individual PAGA Payments.

2 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
3 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
4 The face of each check shall prominently state the date (not less than 180 days after
5 the date of mailing) when the check will be voided. The Administrator will cancel
6 all checks not cashed by the void date. Before mailing any checks, the Settlement
7 Administrator must update the recipients' mailing addresses using the National
8 Change of Address Database.

9 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for
10 all Aggrieved Employees whose checks are returned undelivered without USPS
11 forwarding address. Within 7 days of receiving a returned check the Administrator
12 must re-mail checks to the USPS forwarding address provided or to an address
13 ascertained through the Aggrieved Employee Address Search. The Administrator
14 need not take further steps to deliver checks to Aggrieved Employees whose re-
15 mailed checks are returned as undelivered. The Administrator shall promptly send a
16 replacement check to any Aggrieved Employee whose original check was lost or
17 misplaced, requested by the Aggrieved Employee prior to the void date.

18 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
19 uncashed and cancelled after the void date, the Administrator shall transmit the
20 funds represented by such checks to the California Controller's Unclaimed Property
21 Fund in the name of the Aggrieved Employee.

22 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to
23 confer any additional benefits or make any additional payments to the Aggrieved
24 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
25 Agreement.

26 **5. RELEASES OF CLAIMS.**

27 5.1 PAGA Released Claims. Plaintiff and Aggrieved Employees, defined as all non-exempt,
28 hourly employees who have been employed by Defendants at the San Clemente location at any

1 time from June 13, 2021 through either December 15, 2023 or the date of Court Approval,
2 whichever is sooner (“PAGA Period”), to the extent permitted by law, release the claims asserted
3 under the PAGA for civil penalties, as pled in the operative Complaint and the PAGA Notice, or
4 that could have been pled based on the factual allegations pled in the operative Complaint and the
5 PAGA Notice.

6 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will
7 prepare and file an application or motion for approval of this Agreement.

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

26 **6.2 Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly
27 responsible for expeditiously finalizing and filing the application or motion for approval of this
28 Agreement no later than 30 days after the full execution of this Agreement and, if necessary,

1 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
2 motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
4 motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
5 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
6 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
7 grant the motion for approval of this Agreement or conditions its approval on any material change
8 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf
9 of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
10 and otherwise satisfy the Court's concerns.

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
13 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to
14 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
15 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
16 they have no interest or relationship, financial or otherwise, with the Administrator other than a
17 professional relationship arising out of prior experiences administering settlements.

18 7.2 Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
20 reports state and federal tax authorities.

21 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
23 section 468B-1.

24 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 **8. ESCALATOR PROVISION.**

27 The terms of this Agreement were negotiated and agreed to by the parties based on
28 Defendants representation, and Plaintiff's justifiable reliance thereon, that there were no more than

5,918 Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event the number of Pay Periods increases by more than 10% by December 15, 2023 or the date of Court Approval (whichever occurs first), or 592 Pay Periods, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods worked in the PAGA Period in excess of 6,510 PAGA Periods (5,918 + 592) multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 5,918 Pay Periods. The Parties agree that the Pay Period Value amounts to \$45.62 per Pay Period ($\$270,000 / 5,918$ Pay Periods). Thus, for example, should there be 6,600 Pay Periods worked by Aggrieved Employees in the Class PAGA Period, then the Gross Settlement Amount shall be increased by \$4,105.80. ((6,600 Pay Periods – 6,510 Pay Periods) x \$45.62 per Pay Period.) Pay Periods shall be calculated using each Aggrieved Employee's hire dates, termination dates, and re-hire dates (as applicable).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the

1 allegations in the Operative Complaint have merit or that Defendants have any liability for any
2 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for
4 purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
5 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right
6 to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle
7 the Action will have no bearing on, and will not be admissible in connection with, any litigation
8 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties relating
11 to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
16 terms, and to execute any other documents reasonably required to effectuate the terms of this
17 Agreement including any amendments to this Agreement.

18 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
21 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
22 any document necessary to implement the Settlement, or on any modification of the Agreement
23 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
24 mediator and/or the Court for resolution.

25 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
4 CFR Part 10, as amended) or otherwise.

5 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

10 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without regard
12 to conflict of law principles.

13 10.10 Cooperation in Drafting. The Parties and their respective counsel have cooperated in
14 the drafting and preparation of this Agreement. Accordingly, this Agreement will not be construed
15 against any Party on the basis that the Party was the drafter or participated in the drafting.

16 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to this
23 Settlement, and no other purpose, and may not be used in any way that violates any existing
24 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
25 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
26 electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the
27 Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA
28 Counsel for the return, rather than the destructions, of Aggrieved Employee Data. PAGA Counsel

1 may retain copies of the Aggrieved Employee Data in its file to the extent required by the
2 California Business and Professions code.

3 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

12 To Plaintiff:

13 David D. Bibiyan – david@tomorrowlaw.com

14 Jeffrey Klein – jeff@tomorrowlaw.com

15 Vedang J. Patel – vedang@tomorrowlaw.com

16 1460 Westwood Boulevard

17 Los Angeles, CA 90024

18 To Defendants:

19 Todd Wulffson – twulffson@cdflaborlaw.com

20 Ashley Halberda – ahalberda@cdflaborlaw.com

21 Alessandra Whipple – awhipple@cdflaborlaw.com

22 John Keeney – jkeeney@cdflaborlaw.com

23 18300 Von Karman Avenue, Suite 800

24 Irvine, CA 92612

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

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
2 the existence and contents of this Agreement.

3 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to
6 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

7
8 Dated: 10/16/2024 Plaintiff, on behalf of herself and other aggrieved employees

9
10
11 By: B. 14
Bertha A Aguilera (Oct 16, 2024 16:30 PDT)
Alicia Bertha Aguilera

12
13
14 Dated: 11-13-2024 San Clemente Villas By The Sea, Inc.; San Clemente Villas
By The Sea, LTD.; PJB13 LLC

15
16
17 By: DB
Dan Brazeau

18 DB

19 APPROVED AS TO FORM:

1 Dated:

CDF LABOR LAW LLP
Todd R. Wulffson
Alessandra C. Whipple
John S. Keeney



2
3
4 By: _____

Ashley A. Halberda

Attorneys for Defendants

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6 SAN CLEMENTE VILLAS BY THE SEA, INC.; SAN
7 CLEMENTE VILLAS BY THE SEA, LTD.; and PJB13,
8 LLC

9 Dated: October 18, 2024

BIBIYAN LAW GROUP, P.C.

10
11
12 By: _____

Vedang J. Patel

David D. Bibiyan

Jeffrey D. Klein

Vedang J. Patel

Attorneys for Plaintiff

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14 BERTHA ALICIA AGUILERA
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