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

KIMBERLY HITCHCOCK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMADOR RESIDENTIAL PARTNERS, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22CV12877

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Action Filed: July 11, 2022
FAC Filed: November 2, 2022
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“**Joint Stipulation**,” “**Settlement**,” or “**Agreement**”) is made and entered into by and between Plaintiff Kimberly Hitchcock (“**Plaintiff**” or “**Class Representative**”), individually, and on behalf of all others similarly situated, and Defendant Amador Residential Partners, Inc. (“**Defendant**”). Plaintiff and Defendant will be referred to herein individually as “**Party**” and/or collectively as the “**Parties**.” The Parties stipulate and agree as follows:

1. RECITALS

On July 11, 2022, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Sacramento, which alleged the following claims on behalf of all non-exempt employees of Defendant in California from the date four years before its filing to the date the Class Notice is sent: (1) Failure to Pay Minimum Wage [*Labor Code* §§ 204, 1194, 1194.2 and 1197]; (2) Failure to Pay Overtime Compensation [*Labor Code* §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [*Labor Code* §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [*Labor Code* § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [*Labor Code* § 2802]; (6) Failure to Timely Pay Final Wages at Termination [*Labor Code* §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [*Labor Code* § 226]; and (8) Unfair Business Practices [*Business & Professions Code* §§ 17200, *et seq.*].

On August 25, 2022, the Sacramento Superior Court approved the Parties’ stipulation to transfer the case to the Superior Court of Amador County.

On November 2, 2022, Plaintiff filed a First Amended Complaint (“**Operative Complaint**”) adding an additional cause of action for civil penalties under California’s Private Attorneys General Act of 2004 (“**PAGA**”).

1.1 On May 23, 2024, the Parties participated in mediation, which was successful.

1.2 On August 19, 2024, the Parties executed a binding Memorandum of Understanding, which reflects their good faith compromise of the claims raised in the Action and which was reached

1 through assessment of the mutual risks and costs of further litigation and an arms-length negotiation
2 and mediation.

3 1.3 Through informal discovery prior to mediation, Plaintiff obtained the number of
4 putative Class Members and PAGA Aggrieved Employees, their average rate of pay, a sample of time
5 records, Defendant's written policies, and related information. This information enabled Plaintiff to
6 complete an investigation sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
7 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
8 Cal.App.4th 116, 129-130 ("***Dunk/Kullar***").

9 1.4 The Parties wish to fully, finally and forever settle, compromise and discharge all
10 disputes and claims arising from or related to Plaintiff's LWDA Letter and the Operative Complaint in
11 the Action, and represent that they are not aware of any other pending matter or action asserting claims
12 that will be extinguished or affected by the Settlement.

13 1.5 The Parties recognize that the Court has not granted class certification.

14 1.6 Now, therefore, the Parties enter into the instant Joint Stipulation and, solely for
15 purposes of settling the Action and addressing any discrepancies identified herein, stipulate and agree
16 that the requisites for establishing class certification with respect to the Class Members have been met
17 and are met, including that the putative Class is ascertainable and so numerous as to make it
18 impracticable to join all putative Class Members; there are common questions of law and fact which
19 predominate over any question(s) affecting any individual putative Class Member; Plaintiff's claims
20 are typical of the claims of the putative Class; Plaintiff and Class Counsel will fairly and adequately
21 protect the interests of the putative Class; the prosecution of separate actions by individual members of
22 the putative Class would create the risk of inconsistent or varying adjudications, which would establish
23 incompatible standards of conduct; and a class action is superior to other available means for the fair
24 and efficient adjudication of the controversy.

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2. DEFINITIONS

2.1. **“Action”** means the action entitled *Hitchcock v. Amador Residential Partners, Inc.*, Superior Court of the State of California, County of Amador, Case Number 22CV12877.

2.2. “**Administrator**” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

2.3. ***“Administration Expenses Payment”*** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

2.4. “**Class**” or “***Class Members***” means all non-exempt employees of Defendant who worked in California during the Class Period.

2.5. **“PAGA Aggrieved Employees”** means all non-exempt employees of Defendant who worked in California during the PAGA Period.

2.6. **“PAGA Letter”** or **“LWDA Letter”** means the Notice of Labor Code Violations and PAGA Penalties sent by Plaintiff to the Labor and Workforce Development Agency (**“LWDA”**) on July 2, 2022.

2.7. **“Class Counsel”** means Moon Law Group, PC.

2.8. **“Class Counsel Fees Payment”** means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ fees incurred to prosecute the Action.

2.9. **“Class Counsel Litigation Expenses Payment”** means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ expenses incurred to prosecute the Action.

2.10. “***Class Data***” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Pay Periods.

2.11. “***Class Member Address Search***” means the Administrator’s investigation and search for current Class Member 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 Class Members.

2.12. “**Class Notice**” means the Court-approved notice of Class Action Settlement to be mailed to Class Members in English and Spanish, substantially in the form attached to this Settlement Agreement as **Exhibit A** and incorporated by reference herein.

2.13. “**Class Period**” or “**Settlement Class Period**” means the period from July 11, 2018 through October 25, 2024, or the date of preliminary approval, whichever date is sooner.

2.14. “**PAGA Period**” means the period from July 11, 2021, through October 25, 2024, or the date of preliminary approval, whichever date is sooner.

2.15. “**PAGA Penalties**” means the allocated 75% to the LWDA and 25% to the PAGA Aggrieved Employees.

2.16. “**Class Representative**” means Kimberly Hitchcock, the named Plaintiff in the Action, who seeks Court approval to serve as the Class Representative.

2.17. “**Class Representative Enhancement Payment**” means the up to \$7,500.00 payment for the named Class Representative for initiating the Action and providing services in support of the Action.

2.18. “**Court**” means the Superior Court of California, County of Amador.

2.19. “**Defendant**” means Amador Residential Partners, Inc.

2.20. “**Defense Counsel**” means Peterson Watts Law Group, LLP.

2.21. “**Effective Date**” means the first business day after all of the following: (a) the Settlement Agreement has been executed by all Parties; (b) the Court has given preliminary approval of the settlement; (c) the Notice has been given to the Settlement Class Members; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement, and (e) the later of the following events: (i) 65 calendar days following notice of entry of the Court’s Final Approval Order, assuming no appeal or request for review is filed, or (ii) if any appeal, writ or other appellate

1 proceeding opposing the Settlement has been filed within 65 calendar days following notice of
2 entry of the Court's Final Approval Order, then 30 calendar days after when any appeal, writ, or
3 other appellate proceeding opposing the settlement has been resolved finally and conclusively with
4 no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the
5 Settlement shall not become effective until the Court's order approving the Settlement is
6 completely final, and there is no further recourse by an appellant or objector who seeks to contest
7 the Settlement.

8 2.22. "**Final Approval**" means the Court's order granting final approval of the Settlement.

9 2.23. "**Final Approval Hearing**" means the Court's hearing on the Motion for Final
10 Approval of the Settlement.

11 2.24. "**Judgment**" means the Judgment Granting Final Approval of the Settlement.

12 2.25. "**Gross Settlement Amount**" means \$535,000.00, which is the total amount
13 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross
14 Settlement Amount will be used to pay the Individual Class Payments, Class Counsel Fees
15 Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement
16 Payment, and Administration Expenses Payment. Defendant will not pay more than the Gross
17 Settlement Amount, plus employer-side taxes on the wage payments made to Settlement Class
18 Members. The Gross Settlement Amount is non-reversionary, and non-claims made.

19 2.26. "**Individual Class Payment(s)**" means a Settlement Class Member's pro rate share
20 of the Net Settlement Amount calculated according to the number of Pay Periods he or she worked
21 during the Class Period compared to the total Pay Periods worked by all Settlement Class Members
22 during the Class Period.

23 2.27. "**Net Settlement Amount**" means the Gross Settlement Amount, less the following
24 payments in the amounts approved by the Court: the Class Representative Enhancement Payment,
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration
26
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Expenses Payment. The remainder is to be paid to Settlement Class Members as Individual Class Payments.

2.28. “**Non-Participating Class Members**” means Class Members who submit a valid and timely Request for Exclusion from the Settlement.

2.29. “**Plaintiff**” means Kimberly Hitchcock.

2.30. “**Preliminary Approval**” means the Court’s Order Granting Preliminary Approval of the Settlement.

2.31. “**Released Class Claims**” means the claims being released as described in Paragraph 5 below.

2.32. “**Released PAGA Claims**” means the claims being released as described in Paragraph 5 below.

2.33. “**Released Parties**” means: Defendant, including each of its past, present, and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, shareholders, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

2.34. “**Request for Exclusion**” means the submission of a valid written request to be excluded from the Class Settlement which has been signed by the Class Member.

2.35. “**Response Deadline**” means sixty (60) calendar days after the Administrator mails Notice to the Class Members and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement, or (b) fax, email or mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the date the Response Deadline has expired.

1 2.36. “**Settlement**” means the disposition of the Action effected by this Agreement and
2 the Judgment.

3 2.37. “**Settlement Class Member(s)**” means a Class Member who does not submit a valid
4 and timely Request for Exclusion from the Settlement.

5 2.38. “**Pay Period(s)**” may be based on either: (1) pay periods during which at least one
6 day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-
7 hire dates, dates of any periods of leave, including but not limited to worker’s compensation related
8 leaves, and dates of any transition between non-exempt and exempt status.

9 **3. MONETARY TERMS**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
11 Defendant promises to pay \$535,000.00 as the Gross Settlement Amount and to separately pay any
12 and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. To
13 the fullest extent permitted by applicable law, the Gross Settlement Amount is intended to be
14 restitution/remediation and to compel Defendant’s compliance with applicable law. Defendant has
15 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
16 in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement
17 Amount without asking or requiring Settlement Class Members to submit any claim as a condition
18 of payment. None of the Gross Settlement Amount will revert to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
20 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
21 Court in the Final Approval:

22 3.2.1. To Plaintiff. The Class Representative Enhancement Payment to
23 the Class Representative of not more than \$7,500.00 (in addition
24 to any Individual Class Payment the Class Representative is
25 entitled to receive as a Settlement Class Member). To the fullest
26 extent permitted by applicable law, the Class Representative

Enhancement Payment is intended to be restitution/remediation and to compel Defendant's compliance with applicable law. Defendant will not oppose a request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Enhancement Payment in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is estimated to be \$178,315.50, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. To the fullest extent permitted by applicable law, the Class Counsel Fees Payment and Litigation Enhancement Payment are intended to be restitution/remediation and to compel Defendant's compliance with applicable law. Defendant will not oppose a request for these payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen

(16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and hold Defendant harmless from and indemnify Defendant for any dispute or controversy regarding division or sharing of any of such payments.

3.2.3. To the Administrator. An Administration Expenses Payment not to exceed \$15,000.00, except for a showing of good cause and as approved by the Court. To the fullest extent permitted by applicable law, the Administrative Expenses Payment is intended to be restitution/remediation and to compel Defendant's compliance with applicable law. If the Court approves payment less than the amount requested, or to the extent the Administrative Expense Payment is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

1 3.2.4. PAGA Penalties. \$50,000.00 from the Gross Settlement Amount
2 will be allocated to PAGA Penalties. To the fullest extent
3 permitted by applicable law, the PAGA Penalties is intended to be
4 restitution/remediation and to compel Defendant's compliance
5 with applicable law. 75% (or \$37,500.00) of the PAGA Penalties
6 will be sent to the LWDA, while 25% (or \$12,500.00) of the
7 PAGA Penalties will be divided among Aggrieved Employees
8 based on the number of pay periods they worked during the
9 PAGA Period.

10 3.2.5. To Each Settlement Class Member. An Individual Class Payment
11 calculated by (a) dividing the Net Settlement Amount by the total
12 number of Pay Periods worked by all Settlement Class Members
13 during the Class Period and (b) multiplying the result by each
14 Settlement Class Member's Pay Periods.

15 3.2.6. Tax Allocation of Individual Class Payments. To the fullest
16 extent permitted by applicable law, the Individual Class Payments
17 are intended to be restitution/remediation and to compel
18 Defendant's compliance with applicable law. 20% of each
19 Settlement Class Member's Individual Class Payment will be
20 allocated to settlement of wage claims (the "**Wage Portion**").
21 The Wage Portion is subject to tax withholding and will be
22 reported on an IRS W-2 Form. 80% of each Settlement Class
23 Member's Individual Class Payment will be allocated to
24 settlement of claims for interest and penalties (the "**Non-Wage**
25 **Portion**"). The Non-Wage Portion is not subject to wage
26 withholdings and will be reported on IRS 1099 Forms. Settlement
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Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.7. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class List and Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class List and Data to the Administrator, in the form of a Microsoft Office Excel spreadsheet or equivalent electronic form. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Nothing in this confidentiality provision shall be construed or work to preclude Class Counsel from performing their fiduciary duties to the Class. Defendant has a continuing duty to immediately (a) notify Class Counsel if it discovers the Class List and Data omitted a class member and (b) provide corrected/updated Class List and Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class List and 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 omitted data.

4.2. Funding of Gross Settlement Amount. No later than fifteen (15) business days of the Effective Date, Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully paid their share of payroll taxes by transmitting the funds to the Administrator.

1 4.3. Payments from the Gross Settlement Amount. Within seven (7) days after
2 Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for the
3 Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees
4 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
5 Enhancement Payment.

6 4.3.1. The Administrator will issue checks for the Individual Class
7 Payments and send them to the Class Members via First Class
8 U.S. Mail, postage prepaid. The face of each check shall
9 prominently state the date (not less than 180 days after the date of
10 mailing) when the check will be voided. The Administrator will
11 cancel all checks not cashed by the void date. The Administrator
12 will send checks for Individual Settlement Payments to all
13 Settlement Class Members (including those for whom Class
14 Notice was returned undelivered). Before mailing any checks, the
15 Administrator must update the recipients' mailing addresses using
16 the National Change of Address Database.

17 4.3.2. The Administrator must conduct a Class Member Address Search
18 for all other Class Members whose checks are returned
19 undelivered without USPS forwarding addresses. Within seven
20 (7) days of receiving a returned check the Administrator must re-
21 mail checks to the USPS forwarding address provided or to an
22 address ascertained through the Class Member Address Search.
23 The Administrator need not take further steps to deliver checks to
24 Class Members whose re-mailed checks are returned as
25 undelivered. The Administrator shall promptly send a
26 replacement check to any Class Member whose original check
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was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office pursuant to California's Unclaimed Property Law.

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

5. **RELEASES OF CLAIMS**

5.1. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and the Court enters an order granting Final Approval of this Settlement, Plaintiff, the Settlement Class Members, and the PAGA Aggrieved Employees will release claims against all Released Parties as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.1.3. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or to any claims for alleged vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

5.1.4. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now

1 knows or believes to be true but agrees, nonetheless, that
2 Plaintiff's Release shall be and remain effective in all respects,
3 notwithstanding such different or additional facts, or Plaintiff's
4 discovery of them.

5 5.1.5. Claims Released by Settlement Class Members. All Settlement
6 Class Members, other than those who timely submit valid requests
7 for exclusion, will fully and finally release and discharge the
8 Released Parties (and any of them) from any and all claims, causes
9 of action, demands, damages, or liabilities arising at any time
10 during the Class Period that were pled or which could have been
11 pled based on the factual allegations contained in Plaintiff's
12 PAGA Letter, or Operative Complaint, or both, including but not
13 limited to claims for: (i) failure to pay minimum wages in
14 violation of Labor Code §§ 204, 1194, 1194.2 and 1197; (ii)
15 failure to pay overtime compensation in violation of Labor Code
16 §§ 1194 and 1198; (iii) failure to provide meal periods in violation
17 of Labor Code §§ 226.7 and 512; (iv) failure to authorize and
18 permit rest breaks in violation of Labor Code §§ 226.7; (v) failure
19 to indemnify necessary business expenses in violation of Labor
20 Code §§ 2802; (vi) failure to timely pay final wages at termination
21 in violation of Labor Code §§ 201-203; (vii) failure to provide
22 accurate itemized wage statements in violation of Labor Code §
23 226; (viii) unfair business practices in violation of Cal. Business
24 & Professions Code §§ 17200 *et seq.* (collectively, the "**Released**
25 **Claims**"). The Released Claims extend to all theories of relief,
26 whether under California law, federal law, state law or common
27

law (including, without limitation, as alleged violations of the California Labor Code, the IWC Wage Orders, applicable regulations, or California’s Business and Professions Code §§ 17200 *et seq.*). The Released Claims include all types of relief available for the Released Claims, including without limitation any claims for damages, restitution, remediation, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement (and/or Settlement Agreement) shall constitute, and may be pleaded as, a complete and total defense to any such Released Claims if raised in the future.

5.1.6. Claims Released by PAGA Aggrieved Employees. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator and entry of Judgment by the Court, PAGA Aggrieved Employees, whether or not they timely submit valid requests for exclusion from the Settlement Class, will fully and finally release and discharge the Released Parties from any and all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in Plaintiff’s PAGA Letter, or the Operative Complaint, or both, including claims premised on the alleged Labor Code violations identified in Section 4.4. herein (collectively, the **“PAGA Released Claims”**). The PAGA Released Claims include all types of relief available for the PAGA Released Claims, including without limitation any claims for damages, restitution,

remediation, penalties, fines, attorneys' fees, costs, expenses, or interest. This Settlement (and/or Settlement Agreement) shall constitute, and may be pleaded as a complete and total defense to any PAGA Released Claims if raised in the future.

6. MOTION FOR PRELIMINARY APPROVAL

6.1. Plaintiff will prepare and file a motion for preliminary approval ("**Motion for Preliminary Approval**") that complies with the Court's current checklist for Preliminary Approval.

6.2. Responsibilities of Counsel. Class Counsel is responsible for timely finalizing and filing the Motion for Preliminary Approval. The Parties are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, and making their best faith efforts to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have

no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class List and Data, the Administrator shall notify Class Counsel that the list has been received and provide the number of Class Members and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and within fourteen (14) days after receiving the Class List and Data, the Administrator will send to all Class Members identified in the Class List and Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, in English and Spanish and substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Settlement Class Member and the PAGA Aggrieved Employees. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered,

1 the Administrator shall re-mail the Class Notice using any
2 forwarding address provided by the USPS. If the USPS does not
3 provide a forwarding address, the Administrator shall conduct a
4 Class Member Address Search, and re-mail the Class Notice to
5 the most current address obtained. The Administrator has no
6 obligation to make further attempts to locate or send Class Notices
7 to Class Members whose Class Notice is returned by the USPS a
8 second time.

9 7.4.4. The deadlines for Class Members' written Objections, challenges
10 to Pay Periods, and Requests for Exclusion will be extended an
11 additional fourteen (14) days beyond the sixty (60) days otherwise
12 provided in the Class Notice for all Class Members whose notice
13 is re-mailed. The Administrator will inform the Class Member of
14 the extended deadline with the re-mailed Class Notice.

15 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class
16 Counsel is contacted by or otherwise discovers any person(s) who
17 believe he/she/they should have been included in the Class Data
18 and should have received a Class Notice, the Parties will
19 expeditiously meet and confer in person or by telephone, and in
20 good faith, in an effort to agree on whether to include the person(s)
21 as Class Members. If the Parties agree, such person(s) will be
22 Class Members entitled to the same rights as other Class
23 Members, and the Administrator will send, via email or overnight
24 delivery, a Class Notice requiring the person(s) to exercise options
25 under this Agreement not later than fourteen (14) days after
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receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs)

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by fax, email, or mail, a signed written Request for Exclusion no later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and that includes the Class Member's name, the last four digits of his/her social security number, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be reviewed by the Court at the Final Approval hearing. The Court's determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member under this Agreement entitled to all benefits and bound by all terms and conditions of the Settlement, including the Settlement

Class Members' Releases under Paragraphs 5.4 of this Agreement, regardless of whether the Settlement Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6. Objections to Settlement

7.6.1. Only Settlement Class Members may object to this Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Enhancement Payment.

7.6.2. Settlement Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Settlement Class Members may appear in Court (or engage an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Settlement Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

1 7.7.1. Website, Email Address, and Toll-Free Number. The
2 Administrator will establish, maintain, and use an internet website
3 to post information of interest to Class Members including (a) the
4 date, time and location for the Final Approval Hearing; (b) copies
5 of the Settlement Agreement, Motion for Preliminary Approval,
6 the Preliminary Approval Order, the Class Notice, the Motion for
7 Final Approval, the Motion for Class Counsel Fees Payment, the
8 Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment; (c) the Final Approval Order;
10 and (d) the Judgment. The Administrator will also maintain and
11 monitor an email address and a toll-free telephone number to
12 receive Class Member calls, faxes, and emails.

13 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The
14 Administrator will promptly review on a rolling basis Requests
15 for Exclusion to ascertain their validity. Not later than five (5)
16 days after the expiration of the deadline for submitting Requests
17 for Exclusion, the Administrator shall email a list to Class
18 Counsel and Defense Counsel containing: (a) the names and other
19 identifying information of Class Members who have timely
20 submitted valid Requests for Exclusion (“**Exclusion List**”); (b)
21 the names and other identifying information of Class Members
22 who have submitted invalid Requests for Exclusion; and (c)
23 copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.7.3. Weekly Reports. The Administrator must, on a weekly basis,
26 provide written reports to Class Counsel and Defense Counsel
27

1 that, among other things, tally the number of: (a) Class Notices
2 mailed or re-mailed; (b) Class Notices returned undelivered; (c)
3 Requests for Exclusion (whether valid or invalid) received; (d)
4 objections received; and (e) checks mailed for Individual Class
5 Payments (“Weekly Report”). The Weekly Reports must include
6 the Administrator’s assessment of the validity of Requests for
7 Exclusion and attach copies of all Requests for Exclusion and
8 objections received.

9 7.7.4. Administrator’s Declaration. Not later than seven (7) days before
10 the date by which Plaintiff is required to file the Motion for Final
11 Approval of the Settlement, the Administrator will provide to
12 Class Counsel and Defense Counsel, a signed declaration suitable
13 for filing in Court attesting to its due diligence and compliance
14 with all of its obligations under this Agreement, including, but not
15 limited to: (a) its mailing of the Class Notice; (b) the Class Notices
16 returned as undelivered; (c) the re-mailing of Class Notices; (d)
17 attempts to locate Class Members; (e) the total number of
18 Requests for Exclusion from Settlement it received (both valid or
19 invalid); (f) the number of written objections; and (g) attach the
20 Exclusion List. The Administrator will supplement its declaration
21 as needed or requested by the Parties and/or the Court. Class
22 Counsel is responsible for filing the Administrator’s
23 declaration(s) in Court.

24 7.7.5. Final Report by Administrator. Within ten (10) days after the
25 Administrator disburses all funds in the Gross Settlement
26 Amount, the Administrator will provide Class Counsel and
27

Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

1 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
2 business records to date, Defendant estimates there are approximately 6,000 Pay Periods at issue
3 during the Class Period. If the number of Pay Periods during the Class Period increases more than
4 15% above 6,000, Defendant shall increase the total Gross Settlement Amount by 1% for every
5 1% increase in workweeks over the 15% threshold. For instance, if the total number of Pay Periods
6 during the Class Period is 16% more than 6,000, Defendant shall increase the Gross settlement
7 Amount by 1%.

8 **9. DEFENDANT'S RIGHT TO WITHDRAW.** At Defendant's sole discretion, it shall
9 have the right to withdraw from or rescind the Settlement Agreement at any time prior to Final
10 Approval if: (a) 5% or more of all Settlement Class Members submit valid and timely Requests
11 for Exclusion, provided that Defendant exercises this right of rescission, in writing, to Plaintiff's
12 counsel within fifteen (15) calendar days after the time period for Settlement Class Members to
13 opt-out has closed and the Settlement Administrator notifies the Parties of the total number of opt-
14 outs; (b) the Settlement is construed by the Court in such a fashion that Defendant would be
15 required to pay more than the Gross Settlement Amount; (c) the Court does not approve the
16 Settlement; (d) the Court does not certify the Settlement Class, does not certify a class releasing
17 the claims set forth herein, or otherwise makes an order inconsistent with any of the terms of the
18 Settlement Agreement; (e) Plaintiff or Class Counsel breach any term in the Settlement
19 Agreement, or (f) any state or governmental agency seeks to intervene or commences an
20 enforcement action.

1 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
2 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
3 Settlement, and a proposed Judgment (collectively “**Motion for Final Approval**”). Plaintiff shall
4 provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing
5 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
6 confer in person or by telephone, and in good faith, use their best efforts to resolve any
7 disagreements concerning the Motion for Final Approval.

8 10.1. Response to Objections. Each Party retains the right to respond to any objection
9 raised by a Settlement Class Member, including the right to file responsive documents in Court no
10 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
11 accepted by the Court.

12 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
13 Approval on any material change to the Settlement (including, but not limited to, the scope of
14 release to be granted by Class Members), the Parties will expeditiously work together in good faith
15 and use their best efforts to address the Court’s concerns by revising the Agreement as necessary
16 to obtain Final Approval. The Court’s decision to award less than the amounts requested for the
17 Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a
19 material modification to the Agreement within the meaning of this paragraph.

20 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
21 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
22 (a) enforcing this Agreement and/or Judgment, (b) addressing settlement administration matters,
23 and (c) addressing such post-Judgment matters as are permitted by law.

24 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
26 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
27

1 respective counsel, and all Settlement Class Members who did not object to the Settlement as
2 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
3 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
4 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
5 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
6 obligations to perform under this Agreement will be suspended until such time as the appeal is
7 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
8 of the Net Settlement Amount.

9 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted by
12 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
13 work together in good faith and use their best efforts to address the appellate court's concerns and
14 to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
15 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
16 reverse, or modify the Court's award of the Class Representative Enhancement Payment or any
17 payments to Class Counsel shall not constitute a material modification of the Judgment within the
18 meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

19 11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil
20 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
21 amended judgment.

22 12. ADDITIONAL PROVISIONS

23 12.1. No Admission of Liability, Class Certification or Representative Manageability for
24 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
25 claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant
26 that any of the allegations in the Operative Complaint have merit or that Defendant has any liability
27

1 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendant's defenses in the Action have merit. The Parties agree that class certification and
3 representative treatment is for purposes of this Settlement only. If for any reason the Court does
4 grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to
5 contest certification of any class for any reason, and Defendant reserves all available defenses to
6 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
7 grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and
8 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
9 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
10 this Agreement).

11 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant,
12 and Defense Counsel separately agrees that, until the Motion for Preliminary Approval of
13 Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize or cause
14 or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement,
15 directly or indirectly, specifically or generally, to any person, corporation, association, government
16 agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom
17 will be instructed to keep this Agreement confidential; (b) to the extent necessary to report income
18 to appropriate taxing authorities; (c) in response to a court order or subpoena; or (d) in response to
19 an inquiry or subpoena issued by a state or federal government agency.

20 12.3. Communication. Each Party agrees to immediately notify each other of any judicial
21 or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
22 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
23 conversation or other communication, before the filing of the Motion for Preliminary Approval,
24 with any third party regarding this Agreement or the matters giving rise to this Agreement except
25 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
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1 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
2 ethical obligations owed to Class Members.

3 12.4. No Solicitation. The Parties separately agree that they and their respective counsel
4 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
5 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
6 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
7 to Class Members.

8 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
14 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
15 its terms, and to execute any other documents reasonably required to effectuate the terms of this
16 Agreement including any amendments to this Agreement.

17 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence, and supplementing points and
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
21 content of any document necessary to implement the Settlement, or on any modification of the
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the
23 assistance of a mediator and/or the Court for resolution.

24 12.8. No Prior Assignments. The Parties separately represent and warrant that they have
25 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel
4 is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
6 10, as amended) or otherwise.

7 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
11 to the benefit of, the successors of each of the Parties.

12 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
13 governed by and interpreted according to the internal laws of the state of California, without regard
14 to conflict of law principles.

15 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
16 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
17 that the Party was the drafter or participated in the drafting.

18 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
19 entered during Action and in this Agreement relating to the confidentiality of information shall
20 survive the execution of this Agreement.

21 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
22 California Evidence Code section 1152, and all copies and summaries of the Class Data provided
23 to Class Counsel by Defendant in connection with the mediations, other settlement negotiations,
24 or in connection with the Settlement, may be used only with respect to this Settlement, and no other
25 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
26 or rule of court. Not later than ninety (90) days after the date when the Court discharges the
27

1 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
2 funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from
3 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
4 makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

5 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
8 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10 12.18. Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been duly given as of the
12 third business day after mailing by United States mail, or the day sent by email or messenger,
13 addressed as follows:

14 To Plaintiff:

15 MOON LAW GROUP, PC
16 Kane Moon
17 Lilit Ter-Astvatsatryan
18 1055 West Seventh Street, Suite 1880
19 Los Angeles, California 90017
20 Telephone: (213) 232-3128

21 To Defendant:

22 PETERSON WATTS LAW GROUP, LLP
23 Jeremy S. Millstone, Of Counsel
24 2267 Lava Ridge Court, Suite 210
25 Roseville, California 95661
26 Telephone: (916) 780-8222
27 Facsimile: (916) 780-8775

28 12.19. Execution in Counterparts. This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
Agreement shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties will exchange between

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

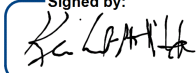
12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.21. C.C.P. 664.6. This settlement is enforceable in the Superior Court of Amador County pursuant to California Code of Civil Procedure Section 664.6.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

Plaintiffs & Class Representatives:

Dated: 9/26/2024

Signed by:

 By: 5374BB3369704A7...
 Kimberly Hitchcock

Plaintiffs' Counsel:

Dated: 9/26/2024

MOON LAW GROUP, PC
 By: 
 Kane Moon
 Lilit Ter-Astvatsatryan
 Attorneys for Plaintiff

Defendant:

Dated:

AMADOR RESIDENTIAL PARTNERS, INC.
 By: _____
 Ron Regan, Managing Executive Director

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

3 12.20. 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
5 agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure
6 section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure
7 section 583.310 for the entire period of this settlement process.

8 12.21. C.C.P. 664.6. This settlement is enforceable in the Superior Court of Amador
9 County pursuant to California Code of Civil Procedure Section 664.6.

10 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
11 Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

12
13 **Plaintiffs & Class Representatives:**

14 Dated:

By: _____

Kimberly Hitchcock

15
16 **Plaintiffs' Counsel:**

Dated:

MOON LAW GROUP, PC

17
18 By: _____

Kane Moon

Lilit Ter-Astvatsatryan

19
20 Attorneys for Plaintiff

21 **Defendant:**

22 Dated: 10/1/2024

AMADOR RESIDENTIAL PARTNERS, INC.

DocuSigned by:

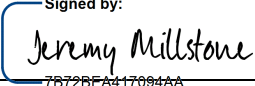
23 By: _____

4FBC2672EF8A481...
Ron Regan, Managing Executive Director

Defendant's Counsel:

Dated: 9/24/2024

PETERSON WATTS LAW GROUP, LLP

By:  Signed by:
7B72BFA4170942A...
Jeremy S. Millstone, Of Counsel

Attorney for Defendant

Amador Residential Partners, Inc.