PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Valentin Urquiza ("Plaintiff") and Defendant American Capital Realty Group, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Valentin Urquiza, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act ("PAGA") v. American Capital Realty Group, Inc.*, Case No. 30-2025-01472266-CU-OE-CXC, initiated on April 10, 2025 and pending in Superior Court of the State of California, County of Orange County.

1.2. "Administrator" or "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"), 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 submitted to the Court in connection with Preliminary Approval of the Settlement.

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

1.5. "Aggrieved Employee" or "Aggrieved Employees" means all non-exempt, hourly-paid employees who were employed by Defendant in the State of California during the PAGA Period.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current or last-known 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. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8. "Court" means the Superior Court of California, County of Orange.

1.9. "Defendant" means American Capital Realty Group, Inc.

1.10. "Defense Counsel" means O'Hagan Meyer, LLP.

1.11. "Court" means the Superior Court of California for the County of Orange.

1.12. "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.

1.13. "Gross Settlement Amount" means **Ninety Thousand Dollars and Zero Cents ($90,000.00)**, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Enhancement Fee and the Administrator's Expenses Payment.

1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments under Labor Code § 2699(n).

1.16. "LWDA PAGA Payment" means the 65% of the PAGA Payment, which is paid to the LWDA under Labor Code § 2699(m).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Expenses, PAGA Representative Enhancement, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties, allocated 35% to the Aggrieved Employees

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as Individual PAGA Payments and 65% to the LWDA as the LWDA PAGA Payment.

1.18. "PAGA Counsel" means The Sentinel Firm, APC.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Representatives" means the named Plaintiff Valentin Urquiza in the operative complaint in the Action serving as a Representative on behalf of the Labor and Workforce Development Agency and the State of California.

1.21. "PAGA Representative Enhancement Fee" means the payment to the PAGA Representative for initiating the Action, providing services in support of the Action and for a release of his individual claims asserted in this Action.

1.22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed by Defendant in California as an hourly, non-exempt employee during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one shift was worked for Defendant during the PAGA Period; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

1.23. "PAGA Period" or "PAGA Release Period" means the period between March 31, 2024 and June 13, 2026, or as modified pursuant to Paragraph 8 of the Agreement.

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

1.25. "PAGA Notice" means Plaintiff's March 31, 2025 Notice of Labor Code Violations and PAGA Penalties letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.26. "PAGA Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.27. "Plaintiff" means Valentin Urquiza, the named plaintiff in the Action.

1.28. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the

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Settlement.

1.29. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.30. "Released Parties" means Defendant, and its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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

2. RECITALS.

2.1. On April 1, 2025, Plaintiff commenced an Action by filing a Class Action Complaint in Orange County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; and (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On June 12, 2025, Plaintiff filed his First Amended Complaint adding a ninth cause of action for Civil Penalties Under PAGA, Labor Code § 2699, et seq (PAGA). The First Amended Complaint is the operative complaint ("Operative Complaint"). Prior to engaging in settlement negotiations, Defendant presented Plaintiff with an arbitration agreement which Defendant contended waived Plaintiff's right to pursue claims on a class-wide basis. Therefore, based on the arbitration agreement, Plaintiff filed a request pursuant to Cal. Rules of Court 3.770 to dismiss the class claims, which was signed by the Court on May 5, 2026, dismissing the class action portion of the claims without prejudice. Defendant denies the allegations in the Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in the Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 31, 2025.

2.3. On April 14, 2026, the Parties participated in an all-day mediation presided over by Kevin T. Barnes, Esq. Subsequently, the Parties reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, relevant information and documents, including, *inter alia* : (1) Plaintiff's personnel file and timekeeping/payroll records; (2) employee handbooks and written employment policies in effect during the PAGA Period; (3) sampling of the corresponding time and pay records for all Aggrieved Employees; and (4) PAGA group composition data, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period (March 31, 2024) and the date of mediation (April 14, 2026), total numbers of Aggrieved Employees, and approximate numbers of workweeks and pay periods, , which Plaintiff's Counsel reviewed and analyzed.

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

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **$90,000.00** as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will 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 Defendant.

3.1. 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:

3.1.1. To Plaintiff: A PAGA Representative Enhancement Fee to the PAGA Representative of not more than $10,000.00, in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for PAGA Representative Enhancement Fees that do not exceed this amount. Plaintiff will seek Court

approval for any PAGA Representative Enhancement Fee in the Approval Motion. If the Court approves a PAGA Representative Enhancement Fee less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Enhancement Fee Payment using the appropriate IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Enhancement Fee Payment, and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the PAGA Representative Enhancement Fee Payment.

3.1.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, and PAGA Counsel Litigation Expenses Payment equal to actual litigation costs. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment with the motion for approval of the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administrator Expenses Payment not to exceed $3,250.00 except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrators has been

selected as the Administrator, based upon its "not to exceed" bid of $3,250.00.

3.1.4. To the LWDA and Aggrieved Employees: After making the above deductions from the Gross Settlement Amount in amounts approved by the Court, the remainder ("Net Settlement Amount") shall be paid as the PAGA Payment, with 65% allocated to the LWDA PAGA Payment and 35% allocated to Individual PAGA Payments.

3.1.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest, or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.1.4.2. For tax purposes, Individual PAGA Payments will be allocated and treated as 100% penalties. The Administrator will report the Individual PAGA Payments on the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Aggrieved Employee Pay Periods. The settlement was negotiated at mediation based on Defendant's representation that there were 1,525 pay periods during the PAGA Release Period as of April 14, 2026 worked by the estimated 35 Aggrieved Employees.

4.1. Aggrieved Employee Data. Not later than thirty (30) days after the Court grants Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to

Administrator employees who need access to the Aggrieved Employee Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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.

4.2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within twenty-one (21) days after Defendant funds the settlement as provided for in Paragraph 4.2, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Fee Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payment shall not precede disbursement of Individual PAGA Payments.

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

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within ten (10) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to

an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employee whose Individual PAGA 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 Unclaimed Property Fund.

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

5. RELEASES OF CLAIMS.

Upon approval of the Settlement and funding of the Gross Settlement Amount, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). The Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims which cannot be released as a matter of law. Plaintiff's Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true, but agree, nonetheless, that

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Plaintiff's Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiff's Release of PAGA Claims: Plaintiff, as agent and proxy of the Labor and Workforce Development Agency ("LWDA"), will release Defendant from all claims for civil penalties arising at any time during the PAGA Period for the claims asserted by Plaintiff in the Notice Letter sent to the LWDA and in the Operative Complaint in the Action. This release does not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, class claims, or PAGA claims based on facts occurring outside the PAGA Period.

5.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

> **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.**

5.4. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.5. Release by PAGA Counsel:

> PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice other than as provided for in this Agreement.

6. MOTION FOR APPROVAL OF SETTLEMENT.

Plaintiff shall prepare and file a motion for approval of the Settlement ("Motion for PAGA Settlement Approval") that complies with any applicable and current checklist for Approval.

6.0. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval that includes an analysis of the Settlement's terms and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Approval of the PAGA Settlement; (iii) a draft proposed Notice Letter to the Aggrieved Employees; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as PAGA Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matters or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.1. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement; obtaining a prompt hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's Approval and any other necessary documents to the Administrator. Plaintiff and PAGA Counsel will ensure that the PAGA Claims are dismissed with prejudice upon the Court's approval of the settlement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Approval or conditions Approval on any material change to this

Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.0. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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.

7.1. 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.

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

7.3. Receipt of Data. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees and PAGA Pay Periods in the Aggrieved Employee Data.

7.4. 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.

7.4.1. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing

the Administrator's declaration in Court.

8. AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant represents that, as of April 14, 2026, there were approximately 1,525 pay periods between the start of the PAGA Period on March 31, 2024 and the date of the mediation on April 14, 2026. Should the pay periods increase beyond 10% worked by the Aggrieved Employees during the PAGA Release Period (1,677.5 pay periods), Defendant shall have the option to increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Aggrieved Employees above 10% (e.g., if the number of workweeks increases by 11% the Total Settlement Amount will increase by 1%). However, if the escalator clause is triggered, Defendant may alternatively choose at its sole discretion to end the PAGA Release Period on the date that the increase would otherwise be triggered. If the escalator clause is triggered, Defendant shall, at least nine (9) court days prior to the final Approval Hearing, submit a Declaration specifying its election, including any revised Gross Settlement Amount or revised PAGA release period. The Administrator will confirm Defendant's election (if applicable) prior to issuing payment as provided for in section 4 of this Agreement; in the event the Gross Settlement Amount or the Release Period differs from that contained in the Order granting Approval of the Settlement, the Parties agree to submit a request for an Amended Order and/or Judgment reflecting the provisions as confirmed and calculated by the Administrator.

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 Representative Enhancement Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Parties and 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. AMENDED JUDGMENT.

If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.0. No Admission of Liability, Class Certification, 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 Defendant that any of the allegations in the Operative Complaint have merit, that the Aggrieved Employees as defined in this Agreement were aggrieved as that term is used in the Labor Code, or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement in this matter is a compromise of highly disputed claims. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.1. Confidentiality Prior to Motion for Approval. Plaintiff and Defendant separately agree that, until the full execution of this Settlement and submission for Approval, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency

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order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Approval any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. However, the Parties agree that the Settlement and this Agreement are not confidential.

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

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

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

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

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

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

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

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

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

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

11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant.

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

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

11.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

11.16. 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. Upon signing this Agreement, the Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.17. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

[SIGNATURES ON NEXT PAGE]

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IT IS SO AGREED.

Plaintiff & Class Representative:

Dated: 08 / 12 / 2026

By: _____
VALENTIN URQUIZA

Defendant:

Dated: 8/20/26

AMERICAN CAPITAL REALTY GROUP, INC.

By: Richard Long
Print Name

_____
Signature

President
Title

APPROVED AS TO FORM:

Dated: 08/20/2026

O'HAGAN MEYER, LLP

By: K. Den Bleyker
Katherine C. Den Bleyker
Joana M. Brooker
Attorneys for Defendant

Dated: 08 / 12 / 2026

THE SENTINEL FIRM, APC

By: _____
Seung L Yang
Tiffany Hyun
Attorneys for Plaintiff