

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement (“Agreement”) is made and entered into by and between Plaintiff Andre Taylor (“Plaintiff”) and Defendant Barrett Financial Group, LLC (“Defendant”) (collectively referred to as “the Parties”), for the following purposes and with reference to the following facts, and is subject to approval of the Court.

I. DEFINITIONS

1. “Action” means and refers to Andre Taylor v. Barrett Financial Group, LLC., et al., Los Angeles Superior Court Case No. 22STCV32618, and those claims identified by Plaintiff in his letters to the Labor Workforce Development Agency regarding Defendant dated September 6, 2022 and March 9, 2023.

2. “Court” means and refers to the Los Angeles Superior Court.

3. “Defendant” means and refers to Barrett Financial Group, LLC.

4. “Defendant’s Counsel” means and refers to Roger Wright of Wright Law Firm, PLC.

5. “Effective Date” means and refers to the date the Court approves this PAGA Settlement and Release Agreement.

6. “Incentive Award” means and refers to the monetary amount to be paid to Plaintiff in amounts of up to \$10,000 as an incentive for bringing this Action in a representative capacity.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “LWDA Settlement Proceeds” means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency.

9. “Net Settlement Amount” means and refers to the Settlement Amount less the Plaintiff’s Counsel’s attorneys’ fees and litigation costs, Incentive Award, and the Settlement Administrator costs.

10. “Notice” means and refers to the notice that will be sent to the PAGA Employees after the Court’s entry of its Order approving this PAGA Settlement and Release Agreement.

11. “PAGA Employees” means and refers to all current and former employees and independent contractors of Defendant in California at any time between September 6, 2021 and November 13, 2024 who performed mortgage lending services for Defendant and who personally suffered the violations alleged during this period.

12. “PAGA Employees’ Settlement Proceeds” means and refers to the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the PAGA Employees.

13. “PAGA Period” means and refers to the period from September 6, 2021 to November 13, 2024.

14. “PAGA Released Claims” mean any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorneys’ fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by Plaintiff and/or any of the PAGA Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1194, 1197, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040), arising during the PAGA Period, from: failure to pay all wages, including minimum and overtime wages for all hours worked in violation of California Labor Code §§510 and 1194; failure to provide accurate, itemized wage statements in violation of California Labor Code §226; failure to maintain accurate wage and time records in violation of California Labor Code §§226, 247.5, and 1174; failure to provide commission agreements in violation of California Labor Code §2751; failure to reimburse business-related expenses in violation of California Labor Code §2802; failure to provide compliant meal and rest periods in violation of California Labor Code §§226.7 and 512, and IWC Wage Order 4-2001; and failure to timely pay wages upon termination/separation pursuant to California Labor Code §§201 and 202.

15. “Parties” means and refers to the Plaintiff and the Defendant, collectively.

16. “Plaintiff” means and refers to Andre Taylor.

17. “Plaintiff’s Counsel” means and refers to John A. Lofton of Aiman-Smith & Marcy, P.C.

18. “Released Parties” means and refers to, Barrett Financial Group, LLC, and its respective past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

19. “Settlement Administrator” means and refers to an entity that will administer this PAGA Settlement and Release Agreement as agreed between the Parties and approved by the Court.

20. “Settlement Administrator Costs” means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement, including but not limited to fees and costs associated with: (1) performing a national change of address search for PAGA Employees; (2) establishing and maintaining the Qualified Settlement Fund for the disbursement of the Settlement Amount; (3) computing the amount of the settlement and other payments to be made from the Settlement Amount; (4) processing and mailing the settlement and other payments, including the Notice to the PAGA Employees, under this Settlement and Release Agreement; (5) printing and providing Plaintiff, Plaintiff’s Counsel and the PAGA Employees with IRS 1099 forms as required by this Agreement and applicable law; (6)

preparing, issuing, and filing any tax returns and information returns and other filings required by any governmental taxing authority or other governmental agency; and (7) for such other tasks as the Parties mutually agree upon or the Court orders the Settlement Administrator to perform.

21. “Settlement Amount” means and refers to the maximum settlement amount of Six Hundred Five Thousand Dollars (\$605,000) that Defendant will pay under this Agreement.

II. PROCEDURAL HISTORY

22. On September 6, 2022, Plaintiff Taylor submitted his PAGA claim notice to the LWDA notifying it of his claims against Defendant on behalf of himself and similarly aggrieved employees. On October 5, 2022, Plaintiff filed this Action in Los Angeles Superior Court, and on November 14, 2022, Plaintiff filed his First Amended Complaint on behalf of himself, the State of California, and other similarly aggrieved employees. The Action contained individual and PAGA-based claims concerning violations of Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1194, 2751, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040). Plaintiff subsequently amended his PAGA claim notice and Complaint to include violations of Labor Code §1197.

23. Defendant denies Plaintiff’s claims and allegations, denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and denies that Plaintiff can proceed with his claims on a representative basis.

24. The Parties aggressively litigated the Action for over two years before engaging in mediation. Throughout that time, the Parties conducted a thorough investigation of the Action, including extensive formal and informal discovery, and the exchange of tens of thousands of detailed documents and records.

25. On November 13, 2024, the Parties participated in a mediation before Hon. S. James Otero (Ret.), which resulted in the settlement of the Action. The parties estimated that the total number of aggrieved employees during the PAGA period is approximately 304 and the total number of pay periods at issue is approximately 7,500.

26. Based on the foregoing and on their own independent investigation and evaluation, Plaintiff’s Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiff, the LWDA, and the PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the various defenses asserted by Defendant, and the unique difficulties involving discovery and record-keeping in this case. Defendant and Defendant’s Counsel also agree that the settlement is fair, reasonable, and adequate and in the best interests of the Plaintiff, the LWDA, and the PAGA Employees.

27. The Parties agree that neither the Parties’ settlement, nor this PAGA Settlement and Release Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement and Release Agreement, shall be construed as an admission by Defendant of any

wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged herein, it is hereby agreed by and between the Parties as follows:

III. TERMS OF SETTLEMENT

28. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** The Parties agree that, subject to the Court's review and approval, Defendant will pay a total of Six Hundred Five Thousand Dollars (\$605,000) under this Agreement ("Settlement Amount"). This Settlement Amount is inclusive of the PAGA settlement payment to Plaintiff, the State of California, the PAGA Employees, Plaintiff's Counsel's attorneys' fees and litigation costs, Plaintiff's Incentive Awards, and the Settlement Administrator costs. Defendant will have no other monetary obligations under this Settlement and Release Agreement and no portion of the Settlement Amount will revert to Defendant.

(b) **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid a maximum of one-third of the Settlement Amount as attorneys' fees (\$201,667), plus its reasonable litigation costs (estimated to be approximately \$17,000, and not to exceed \$20,000), based on actual costs to be submitted to the Court, both of which will be paid from the Settlement Amount. Defendant will not oppose a request for Court approval of these payments, provided they do not exceed these amounts. If the Court approves Plaintiff's counsel's payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the fees and expenses. Defendant agrees not to oppose any contention by Plaintiff's Counsel that attorneys' fees should be based on the common fund and/or catalyst theory.

(c) **Settlement Administrator Costs:** The Parties agree that the Settlement Administrator Costs shall be paid from the Settlement Amount. Atticus Administration has submitted an estimate to administer this settlement in the amount of Four Thousand Five Hundred Dollars (\$4,500).

(d) **Incentive Awards:** The Parties agree that, subject to the Court's review and approval, Plaintiff will request an Incentive Award in the amount of Ten Thousand Dollars (\$10,000).

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in items (b) through (d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount (approximately \$371,833) and will be paid to the LWDA and the PAGA Employees as follows:

(i) Seventy-five percent (75%), estimated to be approximately Two Hundred Seventy-Eight Thousand Eight Hundred Seventy-Five Dollars (\$278,875), will be paid to the LWDA.

(ii) Twenty-five percent (25%) of the Net Settlement Amount, estimated to be approximately Ninety-Two Thousand Nine Hundred Fifty-Eight Dollars (\$92,958) will fund the PAGA Employees' Settlement Proceeds. Due to the lack of records and extreme difficulty in determining the number of pay periods worked by individual employees, each PAGA Employee will receive an equal payment from the PAGA Employees' Settlement Proceeds, estimated to be approximately Three Hundred Six Dollars (\$306) per employee.

(f) **Pro Rata Increase:** The parties estimate that the total number of aggrieved employees during the PAGA Period is approximately 304. If the number of aggrieved employees during the PAGA Period exceeds 304 by more than 10% (i.e., 334 employees or greater), the PAGA Settlement Amount shall be increased by that percentage in excess of 10%. For example, if the actual number of employees increases by 11%, then the PAGA Settlement Amount shall be increased by 1%.

IV. RELEASE BY PLAINTIFF, PAGA EMPLOYEES, AND PAGA COUNSEL

29. As of the Effective Date, Plaintiff, and his respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the PAGA Employees, release all claims for PAGA penalties arising out of or directly related to the allegations in the Action, including but not limited to the PAGA Released Claims, any individual PAGA claims, interest, attorneys' fees, costs, and all other PAGA claims and penalties alleged in the Action based on the allegations in the Complaint for the entirety of the PAGA Period ("Released Claims") and in particular the PAGA Employees have released their right to participate in or bring a claim under the PAGA for said claims. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, facts or law that Plaintiff now knows or believes to be true, but nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

30. Each PAGA Employee will be deemed to have made the foregoing Release as if by manually signing it.

31. Plaintiff additionally hereby provides a full and complete release of all claims against Defendant and affiliated entities, known and unknown, suspected or unsuspected, including a waiver of the protections of California Civil Code §1542. California Civil Code § 1542 provides:

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.

V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURES

32. Plaintiff will file a motion and proposed order with the Court requesting the Court to approve this PAGA Settlement and Release Agreement, including the amounts to be paid to the LWDA, Plaintiff, the PAGA Employees, Plaintiff's Counsel for attorneys' fees and costs, and the Settlement Administrator.

33. At least seven (7) calendar days prior to filing the motion and proposed order with the Court, Plaintiff's Counsel will provide Defendant's Counsel with a draft of the motion and proposed order for Defendant's review and comment. In accordance with Labor Code §2699, Plaintiff's Counsel shall also submit the motion and proposed order and this Agreement to the LWDA on the same day it files the motion and proposed order with the Court.

34. Within fifteen (15) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a list setting forth the names, last known addresses, and Social Security numbers for each PAGA Employee in the PAGA Period.

35. Upon receiving the information described in Paragraph 34 from Defendant, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all former PAGA Employees to update his/her address, (ii) issuing the Notice and payments to the PAGA Employees, (iii) issuing any required IRS forms, and (iv) issuing payments to the LWDA, Plaintiff's Counsel and Plaintiff, in accordance with the timeframe provided herein.

36. Within fifteen (15) calendar days after the Effective Date, Defendant shall wire transfer the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the PAGA Employees, Plaintiff, Plaintiff's Counsel, the Settlement Administrator, and the LWDA shall be paid from this Qualified Settlement Fund.

37. After the Settlement Administrator deducts the amount of Plaintiff's Counsel's approved attorneys' fees and costs, Plaintiff's Incentive Award, and the Settlement Administrator's costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

38. Within fifteen (15) calendar days after receiving the wire transfer from Defendant, the Settlement Administrator shall mail the settlement checks to the PAGA Employees and the LWDA, and will wire to Plaintiff's Counsel its approved attorneys' fees and costs as specified in this agreement and send Plaintiff his Incentive Award. The settlement checks mailed to the PAGA Employees will be accompanied with a Notice explaining the payment and deadline to cash the check, and this Notice will be in a format that the Parties shall agree upon in good faith.

39. The PAGA Employees shall have 120 calendar days after mailing to cash their settlement checks. If any PAGA Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the PAGA Employee will be deemed to have waived irrevocably any right in or claim to his/her share, except that the PAGA Employee may seek to claim the funds from the DIR Unclaimed Property Fund, as noted below. The release

nevertheless will be binding upon all PAGA Employees, including those who do not cash their checks within the 120-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the PAGA Employee who did not cash his/her check. Plaintiff, Defendant, Plaintiff's Counsel, Defendant's Counsel, and the Settlement Administrator will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

40. All Settlement payments to PAGA Employees will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms and corresponding state forms by the Settlement Administrator.

41. Plaintiff and the PAGA Employees will be solely responsible for correctly characterizing any compensation received under this settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff's Counsel, Defendant's Counsel, and the Settlement Administrator make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

VI. SETTLEMENT ADMINISTRATION.

42. Selection of Administrator. The parties will select an entity to serve as the Administrator and verified that, as a condition of appointment, the Settlement Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administrator Costs. 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.

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

44. 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.

45. 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.

VII. MISCELLANEOUS PROVISIONS

46. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Barrett Financial

Group that any of the allegations in the Operative Complaint have merit or that Barrett Financial Group has any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Barrett Financial Group's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Barrett Financial Group reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Barrett Financial Group's defenses. 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).

47. **Voiding the Agreement:** If for any reason the Court does not finally approve this Agreement, the Parties shall first attempt in good faith to address the concerns of the Court, if possible, including by amending the terms this Agreement. If the Parties are unable to reach a mutually agreeable amendment to the Agreement or take other actions that will satisfy the Court, the Agreement shall be considered void *ab initio* and shall be of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever.

48. **Confidentiality:** The Parties will keep the terms of settlement confidential through court approval of settlement, except as necessary to request approval by the court. Thereafter, the Parties will agree to make no comments to the media publicizing the terms of the settlement. In response to any media inquiries, Plaintiff will state that "the case was resolved with Court approval." Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse or partner, attorneys, or tax advisors; (ii) Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the Plaintiff in this case, discussions with PAGA Employees regarding the settlement, the LWDA, or with the court in which this action is pending. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

49. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

50. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

51. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other and the Settlement Administrator to accomplish the terms of this Agreement, including but not limited to executing such documents, providing such information, and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

52. **No Prior Assignments:** The Parties hereto represent, covenant, 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 rights released and discharged by this Agreement.

53. **Calendar Days.** Unless otherwise noted, all reference 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.

54. .

55. **Dismissal:** Within 30 days after the 120-day check cashing deadline, or as soon as is practicable after any compliance hearing set by the Court, Plaintiff shall request dismissal of the Action with prejudice.

56. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code §1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement. To be clear, the Parties shall have the right to submit this Agreement in order to enforce the terms of this Agreement or for the Court’s approval of this Agreement without regard to California Evidence Code §1152 and/or Federal Rule of Evidence 408 or other restriction from disclosure herein.

57. **Enforcement Actions:** Except as otherwise provided in this Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party its or his reasonable attorneys’ fees and costs incurred in connection with any such action or proceeding. This Settlement and Release Agreement is enforceable pursuant to California Code of Civil Procedure §664.6.

58. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, or on the second business day after emailing, the physical or email addresses below:

To Plaintiffs:

John A. Lofton, Esq.
Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1150
Oakland, CA 94621
Email: jal@asmlawyers.com

To Defendant:

Roger Wright, Esq.
Wright Law Firm, PLC

Andrew Smith
Jackson Lewis P.C.

4140 E. Baseline Road, Suite 101
Mesa, Arizona 85006
Email: roger@wrightlawaz.com

725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
andrew.smith@jacksonlewis.com

59. **Construction:** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or their or its counsel participated in the drafting of this Agreement.

60. **Captions and Interpretations:** Paragraph, titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

61. **Modification:** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

62. **Choice of Law:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

63. **Integration Clause:** Aside from the separate individual settlement agreement entered into separately between the Parties, this Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby with respect to the PAGA claim alleged by Plaintiff in the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

64. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

65. **Counterparts:** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

66. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

67. **Severability:** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be

valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

68. **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 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.

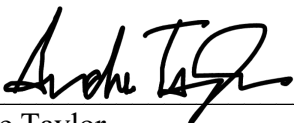
69. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA data provided to Plaintiff's Counsel by Barrett Financial Group in connection with the mediation, other settlement negotiations, or 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 120 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of aggrieved employee data received from Barrett Financial Group.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: December 15, 2024

By 
Andre Taylor

DATED: December __, 2024

By _____
Authorized Representative for
Barrett Financial Group, LLC

APPROVED AS TO FORM:

DATED: December 16, 2024

AIMAN-SMITH & MARCY, P.C.

By 
John A. Lofton
Attorneys for Plaintiff

DATED: December __, 2024

WRIGHT LAW FIRM, PLC

By _____
Roger Wright
Attorneys for Defendant

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: December __, 2024

By _____
Andre Taylor

DATED: December 13th, 2024

By 
Authorized Representative for
Barrett Financial Group, LLC

APPROVED AS TO FORM:

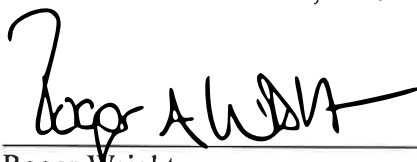
DATED: December __, 2024

AIMAN-SMITH & MARCY, P.C.

By _____
John A. Lofton
Attorneys for Plaintiff

DATED: December 13, 2024

WRIGHT LAW FIRM, PLC

By 
Roger Wright
Attorneys for Defendant