

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs BOBBIE DIANE TAYLOR ("Plaintiff Taylor") and INGRID GARCIA LOPEZ ("Plaintiff Garcia Lopez", and together with Plaintiff Taylor, "Plaintiffs") and Defendants FOUNDATION PROPERTY MANAGEMENT, INC. and RETIREMENT HOUSING FOUNDATION; AND HILL RHF HOUSING PARTNERS, L.P. ("Defendants" and each, a "Defendant"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Actions" means the Paga Action and the Taylor Action, Plaintiffs' PAGA lawsuits alleging wage and hour violations against Defendants.
- 1.2. "Administrator" means Simpluris, 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 approval of this Settlement.
- 1.4. "Aggrieved Employee" means all individuals who worked for Defendants in California as non-exempt hourly employees including those who worked at any of the locations within Defendants' California portfolio during the PAGA period.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Los Angeles.
- 1.9. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud, & Romo.
- 1.10. "Effective Date" means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.



- 1.11. "Gross Settlement Amount" means \$760,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 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, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "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 Litigation Expenses Payment, the Administration Expenses Payment, and requested Plaintiffs' Enhancement Award. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments, and to the LWDA as the LWDA PAGA Payment.
- 1.17. "Notice of PAGA Settlement" means the Notice of PAGA Settlement (attached hereto as **Exhibit B**) that the Settlement Administrator shall mail, along with each Individual PAGA Payment, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator.
- 1.18. "PAGA Counsel" means Lavi & Ebrahimian, LLP for Plaintiff Ingrid M. Garcia Lopez and Crosner Legal, P.C. for Plaintiff Bobbie Diane Taylor, the attorneys representing the Plaintiffs in the Actions.
- 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 Actions.
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.21. "PAGA Period" means the period from September 17, 2021 to April 7, 2024 ("the PAGA Period").
- 1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.23. "PAGA Action" means Plaintiff Garcia Lopez's PAGA lawsuit alleging wage and hour violations against Defendants Captioned: *Garcia Perez v. Foundation Property Management, Inc., et al.*, pending in the Superior Court of the State of California, County of Los Angeles, Case No.: 23STCV08171.
- 1.24. "PAGA Notices" means Plaintiffs' letters to Defendants and the LWDA providing notice pursuant to the Labor Code section 2699.3, subd. (a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.26. "Plaintiffs" means Bobbie Diane Taylor and Ingrid Garcia Lopez, the named Plaintiffs in the Actions.
- 1.27. "Plaintiffs' Enhancement Award" or "Enhancement Payment" means the payment in the amount of five thousand dollars (\$5,000.00) to each of the named Plaintiffs for their efforts in bringing these Actions for a total of Ten Thousand Dollars and Zero Cents (\$10,000.00), from the Gross Settlement Amount.
- 1.28. "Released PAGA Claims" means the claims being released by the Plaintiffs and as described in Paragraph 5 below.
- 1.29. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including, without limitation, the entities listed on Exhibit A of this Agreement.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31. "Taylor Action" means Plaintiff Taylor's PAGA lawsuit alleging wage and hour violations against Defendants Captioned: *Taylor v. Retirement Housing Foundation, et al.*, pending in the Superior Court of the State of California, County of Orange, Case No.: 30-2022-01292641 ("Taylor Action").
- 1.32. "Defendants" means named Defendants FOUNDATION PROPERTY MANAGEMENT, INC.; RETIREMENT HOUSING FOUNDATION; AND HILL RHF HOUSING PARTNERS, L.P., et al.

2. RECITALS.

- 2.1. On or about November 21, 2022, Plaintiff Taylor filed the Taylor Action.
- 2.2. On or about April 13, 2023, Plaintiff Garcia Lopez filed the PAGA Action.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.4. On February 7, 2024, the Parties attended an all-day mediation with Jeffrey Krivis, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained through informal discovery, pertinent documents and data for the PAGA members so that the parties could fully investigate the claims at the issue and understand their strengths and weaknesses.
- 2.6. To effectuate Court approval of the Settlement, the Parties will file a First Amended Complaint (the "Operative Complaint"), consolidating the Taylor Action into the PAGA Action.
- 2.7. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$760,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 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 Defendants.
- 3.2. 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:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than (1/3) which is currently estimated to be \$253,333.33 and PAGA Counsel litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for Court Approval of these payments provided that they do not exceed these amounts. As part of the PAGA Approval Motion, Plaintiffs will request PAGA Counsel Fees and PAGA litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or 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 Plaintiffs' 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Named Plaintiffs: An enhancement award not to exceed \$5,000.00 each, as approved by the Court (\$10,000.00 total). To the extent the Court approves an enhancement award of less than \$5,000 each, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.3. Net Settlement Amount/PAGA Penalties: the Net Settlement Amount is the amount of the Gross Settlement Amount less PAGA Counsel Fees Payment, PAGA Counsel litigation Expenses Payment, Administrator Expenses Payment, and Plaintiffs' Enhancement Payments; and shall constitute the "PAGA Penalties." 75% of the PAGA Penalties shall be paid to the LWDA and 25% to the Aggrieved Employees as Individual PAGA Payments
- 3.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 Payment.
- 3.3.2. The Administrator will report the Individual PAGA Payments and Plaintiff's Enhancement Awards on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 1,195 Aggrieved Employees who worked a total of 40,234 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days, Defendants 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 under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will disburse all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment, and the Plaintiffs' Enhancement Award. Disbursement of the PAGA Counsel's Litigation Expenses Payment and Fees Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. 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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will mail the Notice of PAGA Settlement (attached hereto as **Exhibit B**) along with each Individual PAGA Payment check. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 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.
- 4.4.3. 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 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and the Aggrieved Employees will release claims against all Released Parties as follows:

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.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA 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 application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4. **Dismissal of Taylor Action.** After all Parties have fully executed this Agreement and the Plaintiffs have filed a First Amended Complaint, consolidating the Taylor Action into the PAGA Action, Plaintiff Taylor will file a request for dismissal of the Taylor Action, without prejudice.

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 fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsels 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 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. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,195 Aggrieved Employees who worked 40,234 Pay Periods during the PAGA Period. In the event the released pay periods is more than 10% greater than this amount (4,023 pay periods), the PAGA Gross Settlement Amount shall increase at a pro rata rate above the initial 10% amount (i.e., an increase in pay periods of 11% will increase the PAGA Gross Settlement Amount by 1%).

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

- 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties 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. **ADDITIONAL PROVISIONS.**

- 10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' 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).
- 10.2. **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.
- 10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action 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.
- 10.4. **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

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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.

- 10.5. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are 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.
- 10.7. 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.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 10.10. 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.
- 10.11. 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.
- 10.12. Confidentiality. 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.
- 10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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

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days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.14. 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.

10.15. 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.

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

To Plaintiff Garcia Lopez:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
William Tran, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
wtran@lelawfirm.com
whits@lelawfirm.com

To Plaintiff Taylor:

Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Zachary Crosner, Esq.
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, California 90210
Email: jamie@crosnerlegal.com
sepideh@crosnerlegal.com
zach@crosnerlegal.com

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To Defendant:

Joshua Carlon, Esq.
Joshua.Carlon@aalrr.com
ATKINSON ANDELSON LOYA RUUD & ROMO
251 S. Lake Ave Suite 360
Pasadena, CA 91101

- 10.17 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.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Parties shall notify the Court of pending settlement, and request that 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.

[Signatures on Following Page]

T. Carlon *AG*

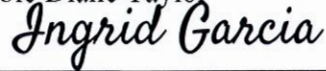
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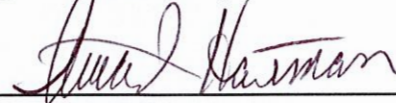
Date: 11/7/24



Bobbie Diane Taylor



Ingrid M. Garcia Lopez



Stuart Hartman

Representative for Defendants Retirement
Housing Foundation, Foundation Property
Management, Inc., Mayflower Gardens Health
Facilities, Inc., and Hill RHF Housing
Partners, L.P.

APPROVED AS TO FORM ONLY:

Date: 08/19/2024



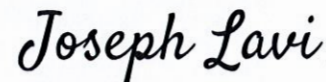
Jamie Serb

Sepideh Ardestani

Zachary Crosner

Attorneys for Plaintiff Bobbie Diane Taylor

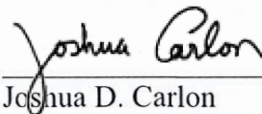
Date: 09/09/2024



Joseph Lavi

Attorney for Plaintiff Ingrid Garcia Lopez

Date: 11/7/24



Joshua D. Carlon

Attorney for Defendants Retirement Housing
Foundation, Foundation Property
Management, Inc., Mayflower Gardens Health
Facilities, Inc., and Hill RHF Housing
Partners, L.P.



EXHIBIT A

List of Released Parties

1555 Gordon Partners LP
3555 Whittier Partners, LP
3555 Whittier RHF Housing LLC
505 Bonnie Brae Partners LP
66th Avenue Apartments, Inc.
979 Serrano Partners, LP
Access Anaheim, Inc.
Agape Housing Corporate
Agape Housing Corporation
Amistad Plaza Partners Ltd. Prt.
Anaheim Memorial Manor, Inc.
Ardmore 959 Partners LP
Bakersfield Senior Housing, Inc.
Baldwin RHF Housing, Inc.
Broadwood RHF Housing, LLC
Broadwood Terrace RHF Partners, LP
Carondelet Court Partners LP
Cathedral Pioneer Church Homes No. Two
Cecil Avenue Apartments, Inc.
Concord MGP, LLC
Concord RHF Partners, LP
Congregational Church Retirement Community
Congregational Tower LLC
Congregational Tower Partners, L.P.
Crenshaw RHF Housing, Inc.
Crenshaw RHF Partners, LP
Crenshaw Villas Partners, LP
Crenshaw Villas RHF Housing, Inc.
Culver City Housing Partners, LP
Culver City Housing, LLC
Diakonia Housing I, Inc.
Donald Jordan, Sr. Manor, Inc.
Escalon Heritage Homes, Inc.
Granada Gardens RHF Housing, Inc.
Grand View RHF Partners L.P.
Harbor Tower
Harvard Heights Partners, LP
Havenwood RHF Housing, Inc.
Hill RHF Housing, LLC
Hobart Heights Partners, LP
Hollyview Limited Partnership
Hollyview RHF Housing, Inc.
Housing Corporate Fund Associates a CA Limited Partnership

L.A. Family Housing Co., a California Limited Partnership
La Mirada RHF Housing, Inc.
Lancaster RHF Housing, Inc.
Las Alturas RHF Housing Partners, LP
Las Alturas RHF Housing, LLC
Lomita Kiwanis Club
Lomita Kiwanis Gardens, Inc.
Los Alamitos RHF Housing, Inc.
Los Arcos Limited Partnership
Los Arcos RHF Housing, Inc.
MacArthur Park Towers
Marple Manor RHF Housing, LLC
Marple Manor RHF Partners, LP
Mayflower Gardens II
Mayflower RHF Housing, Inc.
Mesa RHF Partners L.P.
Normandie Terrace Partners, L.P.
Olive RHF Housing Partners, L.P.
Olive RHF Housing, LLC
Olympic RHF Housing, Inc.
Pacific Beach RHF Housing, Inc.
Paloma RHF Housing, LLC
Paloma Terrace RHF Partners, LP
Pilgrim Tower East
Pilgrim Tower North
Pioneer Towers RHF Housing, LLC
Pioneer Towers RHF Partners, L.P.
Plymouth Place RHF Housing, LLC
Plymouth Place RHF Partners, LP
Ralston Tower RHF Housing, LLC
Ralston Tower RHF Partners, LP
Redding Pilgrim Housing, Inc.
Redding RHF Housing, Inc.
RHF Holdings Group, Inc.
RHF Holdings Group, Inc.
Rio Vista Village Limited Partnership
River City Residential Club, Inc.
Sangnok Housing Corporation
Sangnok Partners, L.P.
Santa Monica RHF Housing, Inc.
Sonata at Riverpark Partners LP
Sonata RHF Housing, Inc.
Southpointe Villa Limited Partnership
Southpointe Villa RHF Housing, Inc.
St. James Park RHF Housing LLC
St. James Park RHF Partners LP
The Californian Partners, LP

Vacaville Senior Housing Corporation
Villa RHF Partners, L.P.
Vistas RHF Housing LLC
Vistas RHF Partners LP
West Valley RHF Housing LLC
West Valley RHF Partners LP
Witmer Heights Partners, LP