

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Joint Stipulation and Settlement Agreement (“Agreement” or “Settlement Agreement”) is made by and between plaintiffs Robert Cole (“Cole”), Chaya Houston (“Houston”), Warde Mohammed (“Mohammed”), Francisco Carrasco (“Carrasco”), and Kevin Werner (“Werner”, and collectively with the other plaintiffs, “Plaintiffs”) on the one hand; and defendants Greystar Management Services, LP (“Greystar Management”, now known as *Greystar Management Services, LLC*) and Greystar Real Estate Partners, LLC (“Greystar Real Estate”, and together with Greystar Management, “Defendants”), on the other hand. The Agreement pertains to several lawsuits filed in several jurisdictions and consolidated for the purpose of settlement, as defined below in section I(A).

I. DEFINITIONS

A. “**Action**” means, collectively, the following lawsuits and/or arbitrations, including the underlying PAGA notices submitted to the LWDA and filed complaints and demands detailed in sections II(A)-(D), entitled:

(a) *Robert Cole, Chaya Houston [sic] v. Greystar Management Services, LP* filed in Los Angeles County Superior Court, Case No. 23STCV08498.

(b) *Robert Cole v. Greystar Management Services, LP* filed with the American Arbitration Association, Case No. 01-23-0004-5368.

(c) *Chaya Houston v. Greystar Management Services, LP* filed with the American Arbitration Association, Case No. 01-23-0004-5370.

(d) *Warde Mohammed v. Greystar Management Services, LP* filed in Santa Clara County Superior Court, Case No. 23CV421592.

(e) *Francisco Carrasco v. Greystar Management Services, LP, et al.* filed in Alameda County Superior Court, Case No. 23CV037879.

(f) *Kevin Werner v. Greystar Real Estate Partners, LLC et al.* filed in Los Angeles County Superior Court, Case No. 23STCV19402.

B. “**Agreement**” means this Joint Stipulation and Settlement Agreement, and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties (as defined below) and any exhibits to such amendments.

1 **C. “Aggrieved Employee(s)” or “PAGA Member(s)”** means all current and former
2 non-exempt, hourly-paid employees employed by Greystar Management in the State of
3 California during the PAGA Period.

4 **D. “Aggrieved Employee List”** means a complete list of all Aggrieved Employees
5 that Greystar Management will diligently and in good faith compile from its records and provide
6 to the Settlement Administrator within fifteen (15) calendar days after the Effective Date. The
7 Aggrieved Employee List will include each Aggrieved Employee’s: a) full name; b) last known
8 address; c) full Social Security Number; e) number of pay periods worked by each Aggrieved
9 Employee during the PAGA Period; and f) their dates of employment as an hourly-paid, non-
10 exempt employee for Greystar Management in California during the PAGA Period.

11 **E. “Court”** means the Superior Court of the State of California for the County of
12 Los Angeles.

13 **F. “Defendants”** means, collectively, Greystar Management Services, LP (now
14 known as *Greystar Management Services, LLC*) (“Greystar Management”) and Greystar Real
15 Estate Partners, LLC.

16 **G. “Defendants’ Counsel”** means Sheppard Mullin Richter & Hampton LLP, the
17 law firm representing Defendants in the Action.

18 **H. “Effective Date”** means the later of: (a) the date the Court signs an Order granting
19 approval of this Settlement and Judgment; (b) if any objections or motions to intervene are filed
20 prior to the date the Court signs an Order granting approval of this Settlement, sixty (60) days
21 from the later of the date the Court signs an order granting approval of the Settlement or the date
22 the Court enters final judgment so long as no appeal is filed within that time frame; and (c) to the
23 extent any appeals have been filed, the date on which they have been resolved or exhausted.

24 **I. “Gross Settlement Amount”** means the settlement amount of One Million, Seven
25 Hundred Thirty-Nine Thousand, Six-Hundred Sixty-One Dollars and Zero Cents
26 (\$1,739,661.00), as the same may be escalated pursuant to Paragraph III(L)(2) of this Agreement,
27 which Defendants shall pay to resolve the Action. The Gross Settlement Amount includes: (a)
28 payment to the LWDA; (b) all Individual Settlement Payments to Aggrieved Employees; (c)

1 Plaintiffs' Service Awards; (d) Plaintiffs' Counsel's Reasonable Attorneys' Fees and Reasonable
2 Litigation Expenses; and (e) Settlement Administration Costs.

3 **J. "Individual Settlement Payment(s)"** means the *pro rata* amount payable to each
4 Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments
5 to the Aggrieved Employees. The agreed upon formula for calculation of Individual Settlement
6 Payments is set forth in section III(F) below.

7 **K. "LWDA"** means the California Labor and Workforce Development Agency.

8 **L. "Net Settlement Amount"** means the total amount of money that will be paid to
9 the LWDA and the Aggrieved Employees collectively after deductions, if approved by the Court,
10 for: (a) Settlement Administration Costs; (b) Plaintiffs' Counsel's Reasonable Attorneys' Fees;
11 (c) Plaintiffs' Counsel's Reasonable Litigation Expenses; and (d) Plaintiffs' Service Awards.

12 **M. "PAGA"** means California's Private Attorneys General Act of 2004 as codified
13 in California Labor Code section 2698, *et seq.*

14 **N. "PAGA Payment Letter"** means a letter that the Settlement Administrator will
15 send to each Aggrieved Employee with their Individual Settlement Payment, which explains the
16 reason for the Individual Settlement Payment, substantially in the form attached hereto as Exhibit
17 1, excluding any revisions by the Court.

18 **O. "PAGA Period"** means the time period beginning February 2, 2022, through the
19 date the Court grants Approval of the Settlement, or through the date which is 60 days after the
20 date the Settlement Agreement is fully executed, whichever occurs first.

21 **P. "Pay Period"** means a pay period that an Aggrieved Employee was employed by
22 Greystar Management in a non-exempt, hourly-paid position during the PAGA Period, based on
23 hire dates, re-hire dates, and termination dates.

24 **Q. "Parties"** means Plaintiffs and Defendants, collectively.

25 **R. "Plaintiffs" or "Representative Plaintiffs"** means the named Plaintiffs, Robert
26 Cole, Chaya Houston, Warde Mohammed, Francisco Carrasco, and Kevin Werner, who initiated
27 and provided services in support of the Action on behalf of themselves and the Aggrieved
28 Employees.

1 **S. “Plaintiffs’ Counsel”** means, collectively, the law firms representing Plaintiffs in
2 the Action, Bradley/Grombacher, LLP (“BG”); Blumenthal Nordrehaug Bhowmik De Blouw,
3 LLP (“BNBD”); Gaines & Gaines, ALPC (“GG”); Blackstone Law, APC (“BSL”); and Diversity
4 Law Group, PC (“DLG”).

5 **T. “Plaintiffs’ Service Awards”** means the service award paid to each of the
6 Representative Plaintiffs. Each of the Representative Plaintiffs will request and apply for an
7 award in the amount of Ten Thousand Dollars (\$10,000.00) each, for a total of Fifty Thousand
8 Dollars (\$50,000.00). The Plaintiffs’ Service Awards shall be paid from, and not in addition to,
9 the Gross Settlement Amount.

10 **U. “Reasonable Attorneys’ Fees”** means the amount not to exceed thirty-five
11 percent (35%) of the Gross Settlement Amount, payable to Plaintiffs’ Counsel according to proof
12 and subject to approval by the Court. Plaintiffs’ Counsel’s Reasonable Attorneys’ Fees will be
13 paid from, and not in addition to, the Gross Settlement Amount. The amount of Plaintiffs’
14 Counsel’s Reasonable Attorneys’ Fees shall include all past and future attorneys’ fees to
15 Plaintiffs’ Counsel—including, without limitation, all time expended by Plaintiffs’ Counsel in
16 defending the Settlement and securing approval of the Settlement (including any appeals) unless,
17 in the event of a material breach of this Agreement by Defendants, Plaintiffs are required to move
18 the Court for enforcement of this Agreement. The Reasonable Attorneys’ Fees shall be allocated
19 as follows: (1) 30% collectively to GG and BG, (2) 30% to BSL, (3) 20% to BNBD, and (4) 20%
20 to DLG. Should the Court approve Plaintiffs’ Counsel’s Reasonable Attorneys’ Fees in an
21 amount less than the amounts provided herein, that will not constitute grounds for Plaintiffs or
22 Plaintiffs’ Counsel to revoke the Settlement and the unapproved portion(s) shall be a part of the
23 Net Settlement Amount. Defendants will not oppose an award of attorneys’ fees.

24 **V. “Reasonable Litigation Expenses”** means the amount not to exceed Forty
25 Thousand Dollars and Zero Cents (\$40,000.00), unless escalated pursuant to section III(L)(2),
26 payable to Plaintiffs’ Counsel according to proof and subject to approval by the Court. Plaintiffs’
27 Counsel’s Reasonable Litigation Expenses will be paid from, and not in addition to, the Gross
28 Settlement Amount. The amount of Plaintiffs’ Counsel’s Reasonable Litigation Expenses shall

1 include all past and future attorneys' costs to Plaintiffs' Counsel—including, without limitation,
2 all costs expended by Plaintiffs' Counsel in defending the Settlement and securing approval of
3 the Settlement (including any appeals) unless, in the event of a material breach of this Agreement
4 by Defendants, Plaintiffs are required to move the Court for enforcement of this Agreement.
5 Should the Court approve Plaintiffs' Counsel's Reasonable Litigation Expenses in an amount
6 less than the amounts provided herein, that will not constitute grounds for Plaintiffs or Plaintiffs'
7 Counsel to revoke the Settlement and the unapproved portion(s) shall be a part of the Net
8 Settlement Amount. Defendants will not oppose an award of attorneys' costs.

9 **W. "Released Parties"** shall refer to Defendants and each of their respective past,
10 present and future direct or indirect parents, subsidiaries, related companies/entities,
11 predecessors, successors, assigns, affiliates, sectors, third party agencies, and any owner or
12 operator of a housing property where an Aggrieved Employee worked for Defendants, as well as
13 each of their past, present, and future officers, directors, employees, partners, members,
14 shareholders, trustees, joint employers, alter-egos, affiliates, fiduciaries, trustees, servants,
15 contractors and agents, attorneys, insurers, reinsurers, representatives, and any individual or
16 entity which could be jointly liable with Defendants on any of the claims released by this
17 Agreement.

18 **X. "Settlement"** shall mean the settlement between the Parties that is memorialized
19 in this Agreement and subject to Court approval.

20 **Y. "Settlement Administration Costs"** means the costs payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering this Settlement. All
22 Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement
23 Amount. The Settlement Administration Costs include, but are not limited to, the required tax
24 reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed,
25 confirming/auditing claims for payments for compliance with the Settlement, calculating and
26 distributing all payments to be made pursuant to the Settlement, and providing reports and
27 declarations. The Settlement Administration Costs are currently estimated to be no more than
28 \$16,500.00. If the actual amount of the Settlement Administration Costs is less than \$16,500.00,

1 the difference between \$16,500.00 and the actual Settlement Administration Costs shall be a part
2 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$16,500.00, then
3 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
4 responsible for paying any additional funds in order to pay these additional costs.

5 **Z. “Settlement Administrator”** means the neutral, third-party settlement
6 administrator mutually agreed upon by the Parties and approved by the Court that will be
7 responsible for the administration of the Settlement. Plaintiffs’ counsel will propose an initial
8 candidate to Defendants’ counsel. The Parties will obtain a not-to-exceed quote from the
9 mutually acceptable qualified settlement administrator for claims administration costs. The
10 Settlement Administrator agreed upon by all parties is Simpluris.

11 **II. BACKGROUND**

12 **A. The Cole and Houston Action.** On February 2, 2023, Cole and Houston jointly
13 filed with the LWDA a notice under Labor Code section 2699.3 stating they intended to serve as
14 a proxy of the LWDA to recover civil penalties for various Labor Code violations
15 (“Cole/Houston PAGA Notice”). On April 17, 2023, Cole and Houston filed a PAGA
16 representative action in the Superior Court of California for the County of Los Angeles, Case
17 Number 23STCV08498, seeking civil penalties on behalf of themselves and Aggrieved
18 Employees against among others, Defendants, or some of them, under PAGA alleged in the
19 Cole/Houston PAGA Notice (the “Cole/Houston Action”). In September 2023, the Court granted
20 Greystar Management’s motion to compel arbitration of plaintiffs Cole and Houston’s individual
21 PAGA claims and stayed their PAGA representative claim. On October 16, 2023, Cole and
22 Houston filed an arbitration demand with American Arbitration Association, Case Numbers 01-
23 23-0004-5368 (Cole) and 01-23-0004-5370 (Houston), for their individual claims and their
24 individual PAGA claim for civil penalties under PAGA alleged in the Cole/Houston PAGA
25 Notice.

26 **B. The Mohammed Action.** On April 3, 2023, Mohammed filed with the LWDA a
27 notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to
28 recover civil penalties for various Labor Code violations (“Mohammed PAGA Notice”). On

1 August 25, 2023, Mohammed filed a PAGA representative action in the Superior Court of
2 California for the County of Santa Clara, Case Number 23CV421592 (the “Mohammed Action”)
3 seeking civil penalties on behalf of himself and Aggrieved Employees against among others,
4 Defendants, or some of them, under PAGA alleged in the Mohammed PAGA Notice.

5 **C. The Carrasco Action.** On May 5, 2023, Carrasco filed with the LWDA a notice
6 under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover
7 civil penalties for various Labor Code violations (“Carrasco PAGA Notice”). On July 10, 2023,
8 Carrasco filed a PAGA representative action in the Superior Court of California for the County
9 of Alameda, Case Number 23CV037879 (the “Carrasco Action”), seeking civil penalties on
10 behalf of himself and Aggrieved Employees against among others, Defendants, or some of them,
11 under PAGA alleged in the Carrasco PAGA Notice.

12 **D. The Werner Action.** On April 21, 2023, Werner filed with the LWDA a notice
13 under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover
14 civil penalties for various Labor Code violations (“Werner PAGA Notice”). On August 14, 2023,
15 Werner filed a PAGA representative action in the Superior Court of California for the County of
16 Los Angeles, Case Number 23STCV19402 (the “Werner Action”), seeking civil penalties on
17 behalf of himself and Aggrieved Employees against among others, Defendants, or some of them,
18 under PAGA alleged in the Werner PAGA Notice.

19 **E. Mediation.** The Parties attended private mediation on August 14, 2024, with
20 well-regarded mediator Tripper Ortman.

21 **F. Informal Discovery.** The Parties agreed to exchange informal discovery ahead
22 of mediation. Plaintiffs were provided with, among other things, a 10% sampling of time and
23 payroll records, personnel files for Plaintiffs, Greystar Management’s employee handbooks and
24 standalone wage and hour policies in effect during the PAGA Period, and information on the
25 number of Aggrieved Employees who worked for Greystar Management and the number of pay
26 periods worked during the PAGA Period.

27 **G. Mediation, Resolution and Agreement.** On August 14, 2024, the Parties
28 attended a full day mediation with Tripper Ortman to determine if the matter could be resolved.

1 At the mediation on August 14, 2024, the Parties agreed to settle the Action for the Gross
2 Settlement Amount, among other terms as detailed in this Agreement.

3 **H. Plaintiffs' Position as to Settlement.** Plaintiffs' Counsel have conducted
4 significant investigation of the law and facts relating to the claims asserted in the Action, and
5 have concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best
6 interests of the LWDA and Aggrieved Employees, taking into account the sharply contested
7 issues involved, the expense and time necessary to litigate the Action through trial and any
8 appeals, the risks and costs of further litigation, the risk of an adverse outcome, the uncertainties
9 of complex litigation, the information learned through informal discovery regarding Plaintiffs'
10 allegations, and the substantial benefits to be received by Aggrieved Employees.

11 **I. Defendants' Position as to Settlement.** Defendants have concluded that,
12 because of the substantial expense of defending against the Action, the length of time necessary
13 to resolve the issues presented herein, the inconvenience involved, and the concomitant
14 disruption to their business operations, it is in their best interests to accept the terms of this
15 Agreement. Defendants deny each of the allegations and claims asserted against them in the
16 Action. However, Defendants nevertheless desire to settle the Action for the purpose of avoiding
17 the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest
18 the controversies engendered by the Action.

19 **III. TERMS OF SETTLEMENT**

20 **A. All Terms Subject to Court Approval.** The Court has jurisdiction over the
21 Parties and the subject matter of the Action. The Action includes claims that, if proven, would
22 authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be
23 submitted to the Court for approval and final judgment. After the Court has granted approval of
24 the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce
25 the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h). If
26 the Court fails to approve this Agreement for any reason, the Agreement shall be considered void
27 *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for

28 ///

1 any purpose whatsoever. The Agreement shall be submitted by Plaintiffs to the LWDA within
2 the time limits prescribed by law.

3 **B. Gross Settlement Amount.** Defendants shall pay the Gross Settlement Amount
4 of One Million, Seven Hundred Thirty-Nine Thousand, Six-Hundred Sixty-One Dollars and Zero
5 Cents (\$1,739,661.00) to settle this Action, unless escalated pursuant to section III(L)(2). The
6 Gross Settlement Amount will be to satisfy all of Defendants' liabilities arising from the
7 Settlement. No portion of the Gross Settlement Amount shall revert to Defendants. Defendants
8 shall determine between themselves the amount paid by each Defendant, although Defendants
9 shall be jointly and severally liable for the total Gross Settlement Amount. The total amount paid
10 by Defendants shall not, in the aggregate, exceed the Gross Settlement Amount, except to the
11 extent escalated pursuant to section III(L)(2) below.

12 **C. Plaintiffs' Counsel's Reasonable Attorneys' Fees and Litigation Expenses.**
13 Plaintiffs' Counsel shall apply for, and Defendants shall not oppose, an award of Plaintiffs'
14 Counsel's Reasonable Attorneys' Fees and Reasonable Litigation Expenses. Plaintiffs' Counsel
15 shall submit a declaration to the Court detailing the costs incurred and/or expected to be incurred
16 in the Lawsuits. Plaintiffs' Counsel shall be solely responsible for the division and distribution
17 of any and all court-approved Plaintiffs' Counsel's Reasonable Attorneys' Fees and Reasonable
18 Litigation Expenses. Should the Court approve Attorneys' Fees and Costs in an amount less than
19 the amounts provided herein, then the unapproved portion(s) shall be a part of the Net Settlement
20 Amount.

21 **D. Plaintiffs' Service Awards.** Each of the Plaintiffs will request and apply for the
22 Service Award(s) referred in Paragraph I(I). Specifically, Plaintiffs will request that the Court
23 award an amount of Ten Thousand Dollars (\$10,000.00) to each of the Representative Plaintiffs
24 as a Service Award, for a total of Fifty Thousand Dollars (\$50,000.00). The Service Award(s)
25 shall be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not
26 awarded by the Court under this provision shall be included in the Net Settlement Amount.
27 Defendants agree not to oppose any such application which is consistent with this paragraph.

28 ///

1 **E. LWDA Payment.** Subject to Court approval, the Parties agree that an amount
2 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
3 settlement of all representative claims alleged by or on behalf of Plaintiffs and the Aggrieved
4 Employees. Should the Court grant Plaintiffs' Counsel's Reasonable Attorneys' Fees and
5 Reasonable Litigation Expenses, Plaintiffs' Service Awards and Settlement Administration Costs
6 based on the amounts listed in this Settlement, and should the Settlement not be escalated
7 pursuant to section III(L)(2) of this Agreement, the amount paid to the LWDA is estimated to be
8 \$768,209.74, and \$256,069.91 (25%) of the Net Settlement Amount will be available for
9 Individual Settlement Payments to Aggrieved Employees.

10 **F. Individual Settlement Payments.** Subject to Court approval, the Parties agree
11 that an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved
12 Employee Portion") will be paid to the Aggrieved Employees in settlement of the PAGA
13 Released Claims. Individual Settlement Payments will be calculated and apportioned from the
14 Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee
15 worked during the PAGA Period. The Settlement Administrator will determine the total number
16 of Pay Periods worked by each Aggrieved Employee during the PAGA Period based on the data
17 provided by Defendants in the Aggrieved Employee List and the aggregate number of Pay
18 Periods worked by all Aggrieved Employees during the PAGA Period. To determine each
19 Aggrieved Employee's Individual Settlement Payment, the Settlement Administrator will use the
20 following formula: Individual Settlement Payment = (Aggrieved Employee's Pay Periods during
21 the PAGA Period / Aggregate Number of Aggrieved Employees' Pay Periods during the PAGA
22 Period) x (0.25 x Net Settlement Amount). The Parties agree this formula is reasonable and that
23 the payments are designed to provide a fair settlement to each Aggrieved Employee in light of
24 the uncertainties regarding the penalties alleged to be owed and the calculation of such amounts.

25 **G. Tax Treatment of Settlement Payments.** All Individual Settlement Payments
26 will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary.
27 The payment of Plaintiffs' Counsel's Reasonable Attorneys' Fees and Reasonable Litigation

28 ///

1 Expenses will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will
2 issue all such forms.

3 **H. Aggrieved Employees' Tax Liability.** Other than the reporting requirements set
4 forth in this Agreement, the Aggrieved Employees shall be responsible for the reporting and
5 payment of any federal, state, and/or local income or other tax or any other withholdings, if any,
6 on any of the payments made pursuant to this Agreement. Counsel for Plaintiffs and Defendants
7 make no representations, and it is understood and agreed that Counsel for Plaintiffs and
8 Defendants have made no representations, as to the taxability of any portions of the Individual
9 Settlement Payments to any Aggrieved Employee, the payment of any costs or an award of
10 attorney fees, or any payments to Plaintiffs. The PAGA Payment Letter (Exhibit 1) will inform
11 Aggrieved Employees of the opportunity to seek their own tax advice in connection with their
12 receipt of Individual Settlement Payments.

13 **I. Defendants' Tax Liability.** The Parties do not expect there to be any employer
14 side taxes arising from this Settlement because this is a settlement of a representative action for
15 civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount,
16 Defendants shall be responsible for paying such taxes separately from the Gross Settlement
17 Amount.

18 **J. Waivers and Releases**

19 1) **PAGA Released Claims.** The claims settled, fully released and forever
20 discharged by the LWDA (to the fullest extent permitted by law) and the Aggrieved Employees,
21 including Plaintiffs, constitute any and all claims, theories, or primary rights that are asserted in,
22 arise from, or are reasonably related to the factual allegations and legal assertions made in the
23 Action under PAGA (Labor Code section 2698, *et seq.*) including all claims and causes of action
24 that could have been asserted in the Action based on the facts, claims, theories, or primary rights
25 alleged in the Action for civil penalties and all available relief under PAGA, up through and
26 specifically including the entire PAGA Period, whether or not specifically delineated as a claim
27 or cause of action in the Action. ("PAGA Released Claims"). The PAGA Released Claims
28 include but are not limited to those (a) alleged in any of Plaintiffs' notices provided to the LWDA

1 (identified in sections II(A)-(D) above), the operative complaint/demand in the Action, and any
2 amended complaint/demand in the Action, including claims that arise out of the claims and facts
3 alleged in the Action under PAGA, (b) any claims under PAGA which could have reasonably
4 been asserted in the Action arising from the alleged facts and/or primary rights alleged to have
5 been invaded, and (c) any other claims to the extent that they that are premised upon or arise out
6 of the PAGA Released Claims for failure to pay all wages due, failure to pay reporting time
7 wages or pay reporting time at the regular rate, failure to provide minimum wages or pay for all
8 hours worked, failure to pay overtime compensation for all hours worked or pay overtime
9 compensation at the regular rate, failure to provide all paid sick leave owed and pay paid sick
10 leave at the regular rate, failure to provide compliant meal periods and to pay meal period
11 premiums at the regular rate, failure to provide compliant rest periods and to pay rest period
12 premiums at the regular rate, failure to provide and maintain accurate itemized wage statements,
13 failure to provide employee records, failure to keep accurate employee time records, failure to
14 keep accurate employee payroll records, failure to timely pay all wages due during employment;
15 failure to timely pay all wages due at separation of employment, failure to reimburse all business-
16 related expenses, failure to pay all vacation wages owed, failure to provide suitable seating, and
17 failure to maintain temperatures that provide reasonable comfort, and claims reasonably relating
18 to the alleged violations of California Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3,
19 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable
20 portions of California Industrial Welfare Commission ("IWC") Wage Orders, including but not
21 limited to California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
22 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating),
23 California Code of Regulations, Title 8, Section 11070(15) (Temperature), against the Released
24 Parties. The release extends to all remedies under the PAGA for any of the PAGA Released
25 Claims. Upon approval of the Agreement, Plaintiff and the Aggrieved Employees will be forever
26 barred from pursuing against the Released Parties any and all claims for civil penalties under
27 PAGA for any of the PAGA Released Claims.

28 ///

1 2) Aggrieved Employees are bound by the Settlement. Because the Action
2 is pursuant to PAGA, the Parties agree that no Aggrieved Employee has the right to exclude
3 themselves from the Settlement. All Aggrieved Employees will be bound by this Settlement
4 Agreement, upon its approval by the Court, regardless of whether they negotiate their settlement
5 check.

6 3) Individual Release. As of the Effective Date, in addition to releasing the
7 PAGA Released Claims, Plaintiffs Cole, Houston, Mohammed, Carrasco and Werner fully and
8 finally release the Released Parties from "Plaintiffs' Released Claims." "Plaintiffs' Released
9 Claims" are any and all claims, known and unknown, under federal, state and/or local law, statute,
10 ordinance, regulation, common law, or other source of law, including but not limited to claims
11 arising from or related to Plaintiffs' employment with Defendants and/or the termination of
12 Plaintiffs' employment; all claims asserted in, arising from, or related in any way to the Action,
13 including without limitation any and all claims that could have been asserted as part of the Action
14 based on the facts alleged; any and all claims for violation of the National Labor Relations Act
15 (NLRA) (to the extent permitted by law), Title VII of the Civil Rights Act (Title VII), the
16 Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act
17 (ADEA), the Older Worker Benefit Protection Act (OWBPA), the Employee Retirement Income
18 Security Act (excluding vested benefits) (ERISA); the Rehabilitation Act, the Occupational
19 Safety and Health Act (OSHA) (federal and California), the Consolidated Omnibus Budget
20 Reconciliation Act of 1985 (COBRA), the Families First Coronavirus Response Act (FFCRA),
21 the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the California
22 Family Rights Act (CFRA), the Worker Adjustment and Retraining Notification Act (federal and
23 California), the California Fair Employment and Housing Act (FEHA), the Unfair Business
24 Practices Act/Unfair Competition Law (UCL); the California Labor Code, the California
25 Government Code, the California Civil Code, the applicable California Wage Order(s), and
26 California's Private Attorneys General Act (to the extent permitted by law) (all as amended); any
27 and all claims for discrimination or harassment on the basis of any protected status, such as race,
28 color, ancestry, national origin (including language use restrictions), citizenship, religious creed

1 (including religious dress and grooming practices), sex (which includes pregnancy, childbirth,
2 breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), marital
3 status, domestic partnership status, sexual orientation, gender, gender identity or gender
4 expression, veteran status, military status, political affiliation, family care or medical leave status
5 or the denial of family and medical care leave, age, physical or mental disability (including HIV
6 and AIDS), medical condition (including cancer and genetic characteristics), genetic information,
7 or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation;
8 any and all whistleblower or retaliation claims on the basis of any protected activity or other
9 protected basis; any and all claims for breach of any express or implied promise, contract or
10 agreement (express or implied), or breach of the implied covenant of good faith and fair dealing;
11 (e) any tort or common law claims, including wrongful discharge, intentional or negligent
12 infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference
13 with prospective economic advantage, or other tort or common law actions; any and all claims
14 for misclassification, wage and hour, or other claims related to hours, conditions, or
15 compensation related to work; and any and all claims for any other violation of local, state, or
16 federal law, constitution, statute, regulation, ordinance, order, guidance, resolution, public policy,
17 contract, or tort or common law claim, whether for legal or equitable relief, having any bearing
18 whatsoever on the terms and conditions of employment, or association or working relationship,
19 with any of the Released Parties, including but not limited to any allegations for penalties,
20 interest, costs and fees, including attorneys' fees. Plaintiffs' Released Claims include all claims,
21 whether known or unknown. Even if Plaintiffs discover facts in addition to or different from
22 those that Plaintiffs now know or believe to be true with respect to the subject matter of Plaintiffs'
23 Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly
24 waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil
25 Code, which reads:

26 ///

27 ///

28 ///

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.

Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, CRD, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs, however, understand that by signing this Agreement, they waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the CRD or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

(a) Release of ADEA Claims. The general release of claims by Plaintiffs in Section III.J.4 of this Agreement includes a release of any claim Plaintiffs Cole and Werner, may have under the federal Older Workers Benefit Protection Act ("OWBPA") and/or the federal Age Discrimination In Employment Act of 1967 ("ADEA"). By signing this Agreement, Plaintiffs Cole and Werner acknowledge that:

a. Plaintiffs Cole and Werner have had a full twenty-one (21) days within which to consider Section III.J.4 of this Agreement before executing it or have freely and knowingly waived the right to consider Section III.J.4 of this Agreement for a full twenty-one (21) days by executing the Agreement before the expiration of the twenty-one (21)-day period;

b. Plaintiffs Cole and Werner and Defendants agree that any changes, whether material or immaterial, to Section III.J.4 of this Agreement, do not restart the running of the twenty-one (21)-day period;

1 c. Plaintiffs Cole and Werner have carefully read and fully
2 understand all provisions of Section III.H.3 of this Agreement;

3 d. Plaintiffs Cole and Werner knowingly and voluntarily
4 agree to all of the terms set forth in Section III.H.3 of this Agreement and agree to be legally
5 bound by all of the terms set forth in Section III.H.3 of this Agreement;

6 e. Plaintiffs Cole and Werner have been and hereby are
7 advised in writing to consider the terms of Section III.H.3 of this Agreement and to consult with
8 an attorney;

9 f. Prior to signing this Agreement, Plaintiffs Cole and Werner
10 have had the opportunity to consult with counsel of their choice concerning the terms and
11 conditions of section III.H.3 of this Agreement and have done so or freely chosen not to do so;

12 g. Plaintiffs Cole and Werner have a full seven (7) days
13 following the execution of this Agreement to revoke Section III.H.3 of this Agreement. To
14 revoke, they must deliver a written statement of revocation to Jennifer Redmond, Brian Fong, or
15 Robert Foster at jredmond@sheppardmullin.com, bfong@shppardmullin.com, or
16 rfoster@sheppardmullin.com, respectively, or at Four Embarcadero Center, 17th Floor, San
17 Francisco, CA 94111 no later than midnight on the seventh (7th) day after they signed this
18 Agreement. If Plaintiffs Cole and Werner revoke within seven (7) days, they will not be entitled
19 to their respective portions of the Service Award Payments, and Section III.J.4 of this agreement
20 shall be null and void as to Plaintiffs Cole and Werner only. If Plaintiffs Cole and Werner do
21 not exercise their right to revoke Section III.J.4 of this Agreement, then this Agreement shall
22 become effective on the date immediately following the seven-day (7) revocation period
23 described above; and

24 h. Plaintiffs Cole and Werner expressly understand that
25 among the various rights and claims being waived by Section III.J.4 of this Agreement are those
26 arising under the Age Discrimination in Employment Act (ADEA) of 1967 (29 U.S.C. § 621, et
27 seq.), but that any such claims that arise after the date of this Agreement are not waived.
28 Although Plaintiffs Cole and Werner are releasing claims that they may have under the Older

1 Workers Benefit Protection Act (OWBPA) and ADEA, Plaintiffs Cole and Werner understand
2 that they may challenge the knowing and voluntary nature of their release in Section III.H.3 of
3 this Agreement before a court, the Equal Employment Opportunity Commission (EEOC), NLRB,
4 or any other federal, state or local agency charged with the enforcement of such employment
5 laws.

6 **K. Settlement Administration**

7 1) Settlement Administrator's Duties in General. The Settlement
8 Administrator shall be responsible for: (a) processing the data provided by Defendants to be used
9 in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the
10 Aggrieved Employees the PAGA Payment Letter (attached hereto as Exhibit 1), as well as
11 following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement
12 Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related
13 agency reporting; (e) filing any required reports with the Court; and (g) all other tasks described
14 in this Agreement, as to which the Parties mutually agree, and/or which the Court orders the
15 Settlement Administrator to perform. The Settlement Administrator will keep the list of
16 Aggrieved Employees confidential, use it only for the purposes described herein, take adequate
17 safeguards to protect confidential or private information and return or certify the destruction of
18 the information upon completion of the Settlement Administration process.

19 2) Delivery of the Aggrieved Employee List. Within fifteen (15) calendar
20 days after the Effective Date, Defendants will provide the Aggrieved Employee List to the
21 Settlement Administrator.

22 3) Funding of the Gross Settlement Amount. Within fourteen (14) calendar
23 days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a
24 settlement fund to be established by the Settlement Administrator.

25 4) Distribution of Settlement Payments. Within seven (7) calendar days after
26 Defendants deposit the Gross Settlement Amount into a settlement fund, the Settlement
27 Administrator will issue payments to: (a) the Aggrieved Employees; (b) the LWDA; and (c)
28 Plaintiffs' Counsel for the Reasonable Attorneys' Fees and Reasonable Litigation Expenses

1 payment. The Settlement Administrator will mail Individual Settlement Payments to the
2 Aggrieved Employees, along with the PAGA Payment Letter (attached as Exhibit 1), via regular
3 First-Class U.S. Mail, using the most current, known mailing addresses identified in the
4 Aggrieved Employees List. The Settlement Administrator will also issue a payment to itself for
5 Court-approved services performed in connection with the Settlement on the twenty-eighth
6 (28th) day after the Effective Date.

7 5) Reports Regarding Settlement Administration. The Settlement
8 Administrator will provide Defendants' Counsel and Plaintiffs' Counsel reports regarding the
9 administration of the Settlement Agreement as needed or requested.

10 6) Procedures for Uncashed Checks. Checks for Individual Settlement
11 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
12 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
13 day period, the Settlement Administrator shall take all reasonable efforts to identify the
14 Aggrieved Employee's correct address, including the performance of a "skip-trace." If an
15 updated address can be identified, the Settlement Administrator shall issue another check to the
16 Aggrieved Employee and mail it to the Aggrieved Employee at their updated address. An
17 Aggrieved Employee who failed to receive their Individual Settlement Payment check despite
18 the procedures described herein shall nevertheless remain bound by the Settlement and the
19 release of the PAGA Released Claims contained herein. The funds represented by Individual
20 Settlement Payment checks remaining uncashed for more than 180 days after issuance
21 (collectively, the "Uncashed Settlement Checks") shall be canceled and funds associated with
22 such checks shall be distributed to *cy pres* beneficiary  Legal Aid at Work, 180 Montgomery
23 Street, Suite 600, San Francisco, CA 94104. The Parties agree that this disposition results in no
24 "unpaid residue" under California Civil Procedure Code section 384. Therefore, Defendants will
25 not be required to pay any interest on any portion of funds in the distribution account, whether
26 or not all checks are cashed.

27 ///

28 ///

1 7) Administration of Taxes by the Settlement Administrator. Before or
2 concurrent with Plaintiffs' filing of this Agreement for approval, Plaintiffs' Counsel will send
3 this agreement to the LWDA pursuant to Section 2699(l)(2) of the California Labor Code.

4 8) Declaration of Payment. Within sixty (60) calendar days after the
5 Effective Date, the Settlement Administrator shall prepare a declaration of payment stating that
6 all payments required under the Settlement have been made. Plaintiffs' Counsel shall file the
7 Settlement Administrator's declaration with the Court if requested by the Court.

8 9) Declaration Regarding Uncashed Settlement Check Funds. Within ten
9 (10) calendar days after the date the Settlement Administrator transfers the total amount of funds
10 represented by the Uncashed Settlement Checks to the *cy pres* recipient, the Settlement
11 Administrator will prepare a declaration stating the total amount of funds represented by the
12 Uncashed Settlement Checks and confirming that the procedures for the treatment of Uncashed
13 Settlement Checks established by this Agreement have been followed. Plaintiffs' Counsel shall
14 file the Settlement Administrator's declaration with the Court if requested by the Court.

15 L. Miscellaneous Provisions.

16 1) Acknowledgement That The Settlement Is Fair, Adequate, And
17 Reasonable. The Parties and their respective counsel believe that this Settlement is a fair,
18 adequate, and reasonable settlement of the Action, and they have arrived at this Settlement
19 through arm's length negotiations, taking into account all relevant factors, present and potential.

20 2) Increase in Pay Periods. Defendants represent that from February 2, 2022,
21 through August 19, 2024, there are no more than 158,151 Pay Periods worked by Aggrieved
22 Employees. In the event the number of Pay Periods worked by Aggrieved Employees during the
23 period described above increases by more than 10%, or 1,582 Pay Periods, then the Gross
24 Settlement Amount shall be increased in proportion to the increase in Pay Periods above 10%
25 (e.g., if the number of Pay periods is 12% greater than 158,151 Pay Periods, then the Gross
26 Settlement Amount will be increased by 2%). Defendants will solely be responsible for any
27 increased amount in the Gross Settlement Amount.

28 ///

1 3) Consolidation of the Action. The Parties agree to the consolidation of all
2 lawsuits contained in the Action in order to resolve the Action. To effectuate consolidation, the
3 Parties agree to seek approval of the Settlement Agreement from the Court where Cole and
4 Houston's action is pending, the Superior Court of the County of Los Angeles, (Case No.
5 23STCV08498), which is the lowest numbered case and is therefore in accordance with
6 California Rule of Court, rule 3.350. Within seven (7) days of the Parties executing this
7 Agreement, Cole and Houston will seek dismissal without prejudice of their arbitrations. Within
8 fifteen (15) days of the filing of the amended consolidated complaint described below in the Cole
9 and Houston Action, counsel for Mohammed, Carrasco, and Werner will seek dismissal without
10 prejudice of their respective lawsuits for the purpose of consolidation and approval of this
11 settlement. If the Court fails to approve the Agreement for any reason, the Parties agree Cole
12 and Houston may re-file their arbitration demands and Mohammed, Carrasco, and Werner may
13 re-file their complaints, and their claims will relate back to the filing dates of their PAGA notices
14 with the LWDA pursuant to Labor Code section 2699.3, and Defendants will be estopped from
15 making any argument that there is any adverse effect on the statute of limitations caused by their
16 dismissal of their respective PAGA lawsuits.

17 1) Amendment of the Operative Complaint in the Cole/Houston Action:
18 Within fifteen (15) days of the full execution of the Agreement, the Parties will file a stipulation
19 to amend the operative complaint in the Cole/Houston Action and the amended complaint will
20 (a) add Mohammed, Carrasco, and Werner as Plaintiffs, (b) add all Plaintiffs' counsel as counsel
21 of record for Plaintiffs, and (c) amend the allegations and asserted violations to include all of the
22 Plaintiffs' claims as alleged in alleged in any of Plaintiffs' notices provided to the LWDA and
23 the operative complaint demand in the Cole/Houston Action, Mohammed Action, Carrasco
24 Action, and Werner Action. The amended complaint will be provided to Defendants' counsel for
25 review and approval prior to filing.

26 1) Mutual Cooperation. The Parties and their counsel will cooperate with
27 each other and use their best efforts to affect the implementation of the Settlement. Such
28 cooperation shall include, but is not be limited to, execution of such other documents and the

1 taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement.
2 The Parties shall use their best efforts, including all efforts contemplated by this Agreement and
3 any other efforts that may become necessary by Court Order, or otherwise, to effectuate this
4 Agreement and the terms set forth herein.

5 2) No Admissions By The Parties. Plaintiffs have claimed and continue to
6 claim that the PAGA Released Claims have merit and give rise to liability on the part of
7 Defendants. Defendants claim that the PAGA Released Claims have no merit and do not give
8 rise to liability. This Agreement is a compromise of disputed claims. This Agreement and
9 compliance with this Agreement shall not be construed as an admission by Defendants of any
10 liability whatsoever, or as admission by Defendants of any violations of Plaintiffs' and/or any
11 Aggrieved Employee's rights, and/or violation of any order, law, statute, duty or contract
12 whatsoever. Defendants specifically disclaim any liability to Plaintiffs or any other Aggrieved
13 Employee for any alleged violation of their rights, or for any alleged violation of any order, law,
14 statute, duty or contract, or for any allegation in the Action.

15 3) No Press. The Parties and their counsel agree that they will not issue any
16 press releases, announcements, firm website posts, social media posts, or other forms of
17 publication related to this Settlement (including without limitation on social media), initiate any
18 contact with the press, respond to any press inquiry or have any communications with the press
19 about the facts, amount or terms of the Settlement prior to approval. Plaintiffs and Plaintiffs'
20 Counsel agree that, prior to final court-approval of the Settlement, they will keep the terms of the
21 Settlement confidential except for purposes of communicating with each other only. From and
22 after approval of the Settlement, Plaintiffs and Plaintiffs' Counsel may: (1) as required by law;
23 (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and
24 responsibilities as Plaintiffs' Counsel, comment regarding the specific terms of the Settlement.
25 In all other cases, Plaintiffs and Plaintiffs' Counsel agree to limit their statements regarding the
26 terms of the Settlement, whether oral, written or electronic (including the world wide web or
27 social media), to say the Action has been resolved and that Plaintiffs and Plaintiffs' Counsel are
28 satisfied with the settlement terms. Plaintiffs' Counsel may, however, include the case name,

1 number, date, and settlement amount in any future motion(s) for appointment as class counsel.
2 Nothing in this Paragraph is intended to interfere with Plaintiffs' Counsel's duties and obligations
3 to faithfully discharge their duties as Plaintiffs' Counsel, including but not limited to,
4 communicating with Aggrieved Employees regarding the Settlement to the extent required by
5 law. Nothing in this Paragraph is intended to interfere with the Settlement Administrator's duties
6 and obligations to provide notice of the final judgment, should such notice be ordered by the
7 Court as a condition of approval of the Settlement.

8 4) Amendment Or Modification. This Agreement, and any and all parts of
9 it, may be amended, modified, changed, or waived only by an express written instrument signed
10 by all Parties or their successors-in-interest.

11 5) Mutual Drafting Of Agreement. The Parties agree that the terms of this
12 Agreement and the accompanying exhibits are the result of substantial, arm's-length
13 negotiations, and that this Agreement shall not be construed in favor of or against any of the
14 Parties by reason of the extent to which any of the Parties or their respective counsel participated
15 in the drafting of this Agreement.

16 6) Attorney Authorization. Counsel for the Parties warrant and represent that
17 they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
18 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
19 terms, and to execute any other documents required to effectuate the terms of this Settlement.

20 7) Binding On Successors And Assigns. This Agreement is binding upon,
21 and inures to the benefit of, the Parties' successors and assigns.

22 8) Governing Law. This Agreement shall be governed by and interpreted
23 according to the laws of the State of California.

24 9) Exhibit(s) Incorporated By Reference. The terms of this Agreement
25 include the terms set forth in any attached exhibit(s), which are incorporated by this reference as
26 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

27 10) Invalidity Of Any Provision. Before declaring any provision of this
28 Agreement invalid, the Court shall first attempt to construe the provision(s) valid to the fullest

1 extent possible consistent with applicable precedents so as to define all provisions of this
2 Settlement valid and enforceable.

3 11) Notices. Whenever this Agreement requires or contemplates that one of
4 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
5 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
6 address of the Party's counsel appearing in this Agreement.

7 12) Jurisdiction Of The Court. The Parties agree that the Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
9 this Agreement and all orders and judgments entered in connection therewith, and the Parties and
10 their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
11 implementing, and enforcing the settlement embodied in this Agreement and all orders and
12 judgments entered in connection therewith.

13 13) Binding Agreement. The Parties intend that this Agreement shall be fully
14 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
15 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
16 that otherwise might apply under federal or state law.

17 14) Entire Agreement. This Agreement and any attached exhibits constitute
18 the entirety of the Parties' settlement terms as it pertains to this subject matter (i.e., settlement
19 and release of the PAGA Released Claims by Aggrieved Employees). No other prior or
20 contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains
21 to this limited subject matter.

22 15) Counterparts. This Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned
24 copies of the signature page, will be deemed to be one and the same instrument provided that
25 counsel for the Parties to this Agreement exchange among themselves copies or originals of the
26 signed counterparts.

27 16) Advice of Counsel: The Parties to this Agreement are represented by
28 competent counsel, and they have had an opportunity to consult with counsel. The Parties to this

1 Agreement agree that it reflects their good faith compromise of the claims raised in the Action,
2 based upon their assessment of the mutual risks and costs of further litigation and the assessments
3 of their respective counsel.

4 17) Parties' Authority. The signatories to this Agreement, including any
5 person executing on behalf of a corporate signatory, warrant and represent that they are fully
6 authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions
7 of the Agreement.

8
9 ****The remainder of this page is intentionally blank.****
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS SO AGREED:

2 Dated: 02 / 12 / 2025, 2025

Robert Cole

Robert Cole
Plaintiff

3
4
5 Dated: , 2025

Chaya Houston
Plaintiff

6
7
8 Dated: , 2025

Warde Mohammed
Plaintiff

9
10
11 Dated: , 2025

Francisco Carrasco
Plaintiff

12
13
14 Dated: , 2025

Kevin Werner
Plaintiff

15
16
17 Dated: 2/11/2025, 2025

Signed by:

Kimberly Payne

D307E685702540F...

Greystar Management Services, LP (now known as
Greystar Management Services, LLC)
Defendant

18
19
20
21 Dated: 2/12/2025, 2025

Signed by:

Andrew Livingston

2D47D9550AF9471...

Greystar Real Estate Partners, LLC
Defendant

1 **IT IS SO AGREED:**

2 Dated: _____, 2025

3 Robert Cole
4 Plaintiff

5 Dated: 02 / 12 / 2025, 2025

Chaya Houston
6 Chaya Houston
7 Plaintiff

8 Dated: _____, 2025

9 Warde Mohammed
10 Plaintiff

11 Dated: _____, 2025

12 Francisco Carrasco
13 Plaintiff

14 Dated: _____, 2025

15 Kevin Werner
16 Plaintiff

17 Dated: 2/11/2025, 2025

Signed by:
Kimberly Payne
D397E685702540F...
18 Greystar Management Services, LP (now known as
19 Greystar Management Services, LLC)
20 Defendant

21 Dated: 2/12/2025, 2025

Signed by:
Andrew Livingston
2D47B9556AF9471...
22 Greystar Real Estate Partners, LLC
23 Defendant
24
25
26
27
28

1 **IT IS SO AGREED:**

2 Dated: _____, 2025

3 _____
Robert Cole
Plaintiff

4
5 Dated: _____, 2025

6 _____
Chaya Houston
Plaintiff

7
8 Dated: **2-11** _____, 2025

9 
Warde Mohammed (Feb 11, 2025 06:41 PST)
Warde Mohammed
Plaintiff

10
11 Dated: _____, 2025

12 _____
Francisco Carrasco
Plaintiff

13
14 Dated: _____, 2025

15 _____
Kevin Werner
Plaintiff

16
17 Dated: _____, 2025

18 _____
Greystar Management Services, LP (*now known as*
19 *Greystar Management Services, LLC*)
Defendant

20
21 Dated: _____, 2025

22 _____
Greystar Real Estate Partners, LLC
Defendant

IT IS SO AGREED:

Dated: _____, 2025

Robert Cole
Plaintiff

Dated: _____, 2025

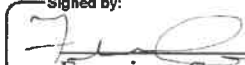
Chaya Houston
Plaintiff

Dated: _____, 2025

Warde Mohammed
Plaintiff

Dated: 2/8/2025, 2025

Signed by:


Francisco Carrasco
Plaintiff

Dated: 02/05/2025, 2025


Kevin Werner
Plaintiff

Dated: _____, 2025

Greystar Management Services, LP (now known as
Greystar Management Services, LLC)
Defendant

Dated: _____, 2025

Greystar Real Estate Partners, LLC
Defendant

1 **AGREED AS TO FORM:**

2 **BRADLEY/GROMBACHER, LLP**

3 Dated: 2/12., 2025

4 
5 Marcus J. Bradley
6 Counsel for Plaintiffs Robert Cole and Chaya
7 Houston

8 **GAINES & GAINES, ALPC**

9 Dated: February 12, 2025

10 
11 Daniel F. Gaines
12 Counsel for Plaintiffs Robert Cole and Chaya
13 Houston

14 **BLUMENTHAL NORDREHAUG BHOWMIK**
15 **DE BLOUW, LLP**

16 Dated: _____, 2025

17 _____
18 Aparajit Bhowmik
19 Counsel for Plaintiff Warde Mohammed

20 **BLACKSTONE LAW, APC**

21 Dated: _____, 2025

22 _____
23 Barbara DuVan-Clarke
24 Counsel for Plaintiff Kevin Werner

25 **DIVERSITY LAW GROUP, PC**

26 Dated: _____, 2025

27 _____
28 Larry W. Lee
Counsel for Plaintiff Francisco Carrasco

1 **AGREED AS TO FORM:**

2 **BRADLEY/GROMBACHER, LLP**

3
4 Dated: _____, 2025

5 Marcus J. Bradley
6 Counsel for Plaintiffs Robert Cole and Chaya
7 Houston

8 **GAINES & GAINES, ALPC**

9
10 Dated: _____, 2025

11 Daniel F. Gaines
12 Counsel for Plaintiffs Robert Cole and Chaya
13 Houston

14 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW, LLP**

15
16 Dated: 2/12 _____, 2025

17 Aparajit Bhowmik
18 Counsel for Plaintiff Warde Mohammed

19 **BLACKSTONE LAW, APC**

20
21 Dated: _____, 2025

22 Barbara DuVan-Clarke
23 Counsel for Plaintiff Kevin Werner

24 **DIVERSITY LAW GROUP, PC**

25
26 Dated: _____, 2025

27 Larry W. Lee
28 Counsel for Plaintiff Francisco Carrasco

AGREED AS TO FORM:

BRADLEY/GROMBACHER, LLP

Dated: _____, 2025

Marcus J. Bradley
Counsel for Plaintiffs Robert Cole and Chaya
Houston

GAINES & GAINES, ALPC

Dated: _____, 2025

Daniel F. Gaines
Counsel for Plaintiffs Robert Cole and Chaya
Houston

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW, LLP**

Dated: _____, 2025

Aparajit Bhowmik
Counsel for Plaintiff Warde Mohammed

BLACKSTONE LAW, APC

Dated: February 5, 2025



Barbara DuVan-Clark
Counsel for Plaintiff Kevin Werner

DIVERSITY LAW GROUP, PC

Dated: February 12, 2025



Larry W. Lee
Counsel for Plaintiff Francisco Carrasco

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**



Dated: February 12, 2025

Jennifer G. Redmond
Brian S. Fong
Robert K. Foster
Victoria B. Ayeni
Counsel for Defendants Greystar Management
Services, LP (now known as *Greystar
Management Services, LLC*) and Greystar Real
Estate Partners, LLC