

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Alisha Bakkum (“Plaintiff”) and defendant Westside Habitats, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant with Case Number 23STCV17154 pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means CAC Services Group, LLC, 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 a non-exempt Resident Manager employed by Defendant in California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “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 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means Jon Daryanani and Jill Ripke at Perkins Coie, LLP.
- 1.9 “Effective Date” means the date when the Court enters a Final Order on the Parties’ Application/Motion to Approve the PAGA Settlement.
- 1.10 “Gross Settlement Amount” means \$75,000.00 which is the total amount Defendant agrees to pay under the Settlement.
- 1.11 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 Employee’s 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 “Final Order” means the Final Order 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: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17 “PAGA Counsel” means Josh Gruenberg and Katherine Krebs at Gruenberg Law, the attorneys representing the Plaintiff in the Action.
- 1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20 “PAGA Period” means the period from April 21, 2022 to May 30, 2024.
- 1.21 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22 “PAGA Notice” means Plaintiff’s April 21, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$11,528.86) and the 75% to LWDA (\$34,586.57) in settlement of PAGA claims.
- 1.24 “Plaintiff” means Alicia Bakkum, the named plaintiff in the Action.
- 1.25 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

- 1.27 “Released Parties” means: Defendant and each of its past, present and future parent companies, subsidiaries, affiliates, sister companies, holding companies, affiliated entities, present and former owners, officers, directors, shareholders, members, agents, managing agents, investors, partners, tax advisors, attorneys, insurers, trustees, administrators, board members, real or alleged alter egos, real or alleged joint employers, predecessors, successors, transferees, assigns, and all other representatives of Defendant, individually and in their corporate/entity or other representative capacity.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Final Order.
- 1.29 Defendant means named Defendant Westside Habitats, LLC.

2. RECITALS.

- 2.1 On July 20, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant alleging minimum wage violations, overtime violations, wage statement violations, meal and rest period violations, failure to reimburse, failure to timely pay wages, failure to pay wages upon separation, failure to provide sick pay, failure to provide personnel records, and retaliation. On September 6, 2023, the Parties stipulated to arbitration and the Parties agreed that the Plaintiff would file a First Amended Complaint asserting only PAGA claims in the Court. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) which was filed on September 12, 2023. The Operative Complaint asserts various PAGA claims. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 The parties engaged in informal discovery with respect to the PAGA claims including Defendant providing Plaintiff with information to evaluate the PAGA claims. The Parties negotiated over a period of months and agreed to resolve the claim.
- 2.4 Plaintiff also has asserted non-PAGA individual claims that are pending in arbitration. These claims are individual claims for: retaliation, discrimination on the basis of disability, failure to accommodate, failure to engage in the interactive process, minimum wage violations, overtime violations, wage statement violations, meal and rest period violations, failure to reimburse, failure to timely pay wages, failure to pay wages upon separation and failure to provide sick pay. Plaintiff asserted them through an arbitration demand dated March 29, 2024. For the avoidance of doubt, these claims are not included in Plaintiff’s release of claims in this Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$75,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 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 Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 % which is currently estimated to be \$25,0000 and PAGA Counsel Litigation Expenses Payment of not more than \$2,104.45. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion 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 Released Parties harmless, and indemnifies Released Parties, 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 \$1,780.12 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 \$1,780.12, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$46,115.43 to be paid from the Gross Settlement Amount, with 75% (\$34,586.57) allocated to the LWDA PAGA Payment and 25% (\$11,528.86) allocated to the Individual PAGA Payments.
- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by:
(a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,528.86) 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.

- 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represented to Plaintiff that for the time period of April 21, 2022 to October 24, 2023 that there were approximately 40 resident managers with approximately 918 paychecks during this period. The Parties anticipate and understand that these numbers will increase for the period of time from October 24, 2023 to the end of the PAGA Period.
- 4.2 Aggrieved Employee Data. Within 15 days of the Court's Final Order, or within 15 days of the end of the PAGA Period (whichever is later), Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a password protected Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers 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 Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date or 21 days after the end of the PAGA Period (whichever is later).
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses 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 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 Defendant 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 Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all PAGA claims that occurred during the PAGA Period, including, but not limited to: all PAGA claims that were, or could have been, alleged, based on the facts contained in the Operative Complaint and/or the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery

of them. This release excludes the non-PAGA claims that Plaintiff has asserted in the claim pending in arbitration with ADR Services, specifically only individual claims for retaliation, discrimination on the basis of disability, failure to accommodate, failure to engage in the interactive process, minimum wage violations, overtime violations, wage statement violations, meal and rest period violations, failure to reimburse, failure to timely pay wages, failure to pay wages upon separation and failure to provide sick pay. Plaintiff also releases all claims related to personnel file records under Labor Code Section 226(b) and Labor Code Section 2698 *et seq.*

5.2 Release by Aggrieved Employees:

The State of California and all Aggrieved Employees are deemed to fully, finally, and forever release, settle, compromise, relinquish and discharge, 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 could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA penalties incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice.

5.4 The Parties agree that the Court's entry of a Final Order shall bind the LWDA and Aggrieved Employees.

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. The Parties agree that this motion or application may take place through a stipulation.

6.1 **Plaintiff's Responsibilities.** Plaintiff 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 redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and
- (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 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. PAGA counsel will also timely transmit to the LWDA this Agreement and the Application/Motion for Approval and corresponding Order, upon Court approval.
- 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CAC Services Group, LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 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.
- 7.3 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. The Administrator will mail the letter attached as **Exhibit A** along with settlement payments to Aggrieved Employees. The Parties will ask the Court to approve the mailing of this letter.
- (i) The administrator will also provide a signed declaration 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.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of October 24, 2023, there were approximately 40 Aggrieved Employees who worked approximately 918 Pay Periods during the time period of April 21, 2022 and October 24, 2023. The Parties anticipate that these numbers will increase from the time period of October 24, 2023 through the PAGA Period end date.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Final Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of: (i) enforcing this Agreement and/or Final Order, (ii) addressing settlement administration matters, and (iii) addressing such post- Final Order matters as are permitted by law.
 - 9.1 **Waiver of Right to Appeal.** Provided the Final Order 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, their respective counsel waive all rights to appeal from the Final Order, including all rights to post- Final Order and appellate proceedings, the right to file motions to vacate Final Order, 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 Final Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Order becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
 - 9.2 **Dismissal with Prejudice.** The Parties agree that after the Court's entry of the Final Order, Plaintiff will take all steps necessary to obtain a dismissal of the case, with prejudice. Plaintiff will submit such dismissal with prejudice no later than 10 days after the Settlement Administrator confirms that all payments pursuant to this Agreement have been mailed.
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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses and pursue her PAGA claims. The Settlement, this Agreement and Parties' willingness to

settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Confidentiality. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel agree that, other than with respect to the motion for settlement approval and related filings, they will not disclose, disseminate and/or publicize or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in any potentially-related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) with respect to Defendant, to provide information with respect to resolution to employees/managers/board members/members regarding the status and fact of the settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict communications with Aggrieved Employees. The Parties and their attorneys shall not make any public announcements (including press releases, press interviews, internet postings, or social media posts) concerning the settlement other than seeking the court's approval of settlement through a motion for approval.
- 10.3 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.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to

implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.6 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.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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.
- 10.8 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.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 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 Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant 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: Josh Gruenberg and Katherine Krebs, Gruenberg Law, 2155 First Ave, San Diego, California, 92101; josh@gruenberglaw.com; krebs@gruenberglaw.com.

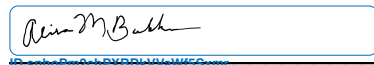
To Defendant: Jon Daryanani and Jill Ripke, Perkins Coie LLP, 1888 Century Park East Suite 1700, Los Angeles, CA 90067; jdaryanani@perkinscoie.com; jripke@perkinscoie.com.

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 PAGA 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.

The signatures below reflect acceptance of these terms.

Date: 5/1/2024



Alisha Bakkum, Plaintiff and PAGA Representative

Date: _____

Westside Habitats, LLC

By: _____
Title: _____

Approved as to Form:

Date: 5/1/2024



Katherine Krebs, PAGA Counsel, counsel for Plaintiff

Date: _____

Jill L. Ripke, Perkins Coie, LLP, Counsel for Defendant

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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: Josh Gruenberg and Katherine Krebs, Gruenberg Law, 2155 First Ave, San Diego, California, 92101; josh@gruenberglaw.com; krebs@gruenberglaw.com.

To Defendant: Jon Daryanani and Jill Ripke, Perkins Coie LLP, 1888 Century Park East Suite 1700, Los Angeles, CA 90067; jdaryanani@perkinscoie.com; jripke@perkinscoie.com.

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.

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The signatures below reflect acceptance of these terms.

Date: _____

Alisha Bakkum, Plaintiff and PAGA Representative

April 30, 2024

Date: _____

Westside Habitats, LLC

Rohit Mehta

By: _____
Title: Manager

DocuSigned by:
Rohit Mehta
F5BCEA7AE2FF4C2...

Approved as to Form:

Date: _____

Katherine Krebs, PAGA Counsel, counsel for Plaintiff

May 1, 2024
Date: _____

DocuSigned by:
Jill Ripke

FBB08E7E85584B6...

Jill L. Ripke, Perkins Coie, LLP, Counsel for Defendant

Exhibit A: Notice

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from Bakkum v. Westside Habitats, LLC, Los Angeles Superior Court, Case Number 23STCV17154.

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Alicia Bakkum v. Westside Habitats, LLC*, Los Angeles County Superior Court Case No. 23-STCV17154.

That case was filed against Westside Habitats, LLC pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all non-exempt Resident Managers working for Westside Habits, LLC between April 21, 2022 and May 30, 2024. You have been identified as one of the employees who is part of the resolution of the claim.

Westside Habitats, LLC denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Westside Habitats, LLC agreed to pay a certain amount of money as PAGA penalties. Under the PAGA statute, the penalties get divided between the State and the employees.

The enclosed check represents your portion of the PAGA settlement. It is important to note that this is not a class action settlement and you cannot opt out of receiving this payment. Please note you are responsible for any taxes on the amount received as non-wage income. The check will become void in 180 days. If you do not cash your check, the amount will be transferred to the California Unclaimed Property Fund in your name.

If you have any questions, you can contact the settlement administrator.

[INSERT ADMINISTRATOR CONTACT INFORMATION]