

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Annie Vong (“Plaintiff”) and Defendant Pickford Escrow Company, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Vong v. Pickford Escrow Company, Inc.*, which is currently pending in the Superior Court of California in the County of San Diego, Case No. 37-2023-00025855-CU-OE-CTL, initiated on June 21, 2023.
- 1.2. “Administrator” means Phoenix Settlement Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all individuals who were employed by Defendant in California as non-exempt hourly employees at any point 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 San Diego.
- 1.8. “Defense Counsel” means Krystal Weaver of Littler Mendelson, P.C.
- 1.9. “Effective Date” means the date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order granting Approval of the PAGA Settlement; (3) the Court has entered a Judgment; (4) the period for filing any appeal, writ or other appellate proceeding opposing the PAGA Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Judgment; or (5) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further

remedies or relief; or (6) when any appeal, writ or other appellate proceeding has upheld the Court's Judgment with no right to pursue further remedies or relief.

- 1.10. "Gross Settlement Amount" means one hundred thousand dollars (\$100,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiff Incentive Payment, and the Administrator's Expenses Payment.
- 1.11. "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.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Plaintiff Incentive Payment, and the Administration Expenses Payment. Twenty-five percent (25%) of the remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) of the remainder is to be paid to the LWDA as the LWDA PAGA Payment.
- 1.16. "PAGA Counsel" means Katherine Odenbreit and John Young of Mahoney Law Group; Daniel Srourian of Srourian Law Firm, P.C., the attorneys representing the Plaintiff in the Action.
- 1.17. "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.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Plaintiff Incentive Payment" means payment to Plaintiff in the amount of five thousand dollars (\$5,000.00).
- 1.20. "PAGA Period" means the period from April 5, 2022 through the earlier of (1) the date of approval of the Settlement or (2) the pay period ending date when Aggrieved Employees collectively worked a number of Pay Periods closest to 3,335 Pay Periods.

- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's April 5, 2023, 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 Net Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to the LWDA.
- 1.24. "Plaintiff" means Annie Vong, 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 as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendant; (ii) each of Defendant's past, present and future parents, subsidiaries, franchisors, franchisees, and affiliates including, without limitation any corporation, limited liability company, or partnership; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant Pickford Escrow Company, Inc.

2. RECITALS.

- 2.1. On June 21, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for the following violations of the PAGA: (1) failure to pay all wages, including minimum wages and overtime wages, Labor Code sections 510, 1182.12, 1194 and 1194.2, IWC Wage Order 9-2001; (2) failure to provide meal periods, Labor Code sections 226.7 and 512, IWC Wage Order 9-2001; (3) failure to provide rest periods, Labor Code section 226.7, IWC Wage Order 9-2001; (4) failure to provide accurate itemized wage statements, Labor Code section 226; (5) failure to reimburse for necessary business expenditures, Labor Code section 2802; and (6) failure to pay wages due at separation of employment, Labor Code sections 201-203. The Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged therein.

- 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 on April 5, 2023.
- 2.3. On February 28, 2024, the Parties participated in private mediation presided over by Anthony F. Pantoni, Esq. The mediation led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a volume of documents and data relevant to Plaintiff's claims and Defendant's defenses thereto, including, but not limited to, Plaintiff's personnel records, Plaintiff's time and pay records, a twenty percent (20%) sample of time and pay data of Aggrieved Employees, and employee handbooks, meal waivers, and pertinent policies utilized by Defendant during the PAGA Period. Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, but not limited to, calculating the potential monetary recovery under PAGA.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay one hundred thousand dollars (\$100,000.00) 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 Final Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33.33%) which is currently estimated to be thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$33,333.33) and PAGA Counsel Litigation Expenses Payment of not more than twelve thousand dollars (\$12,000.00). 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 approval of this PAGA settlement, and as part of the motion, Plaintiff will request the Court to approve the PAGA Counsel Fees Payment and PAGA Counsel 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 of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. PAGA Plaintiff Incentive Payment: A PAGA Plaintiff Incentive Payment of not more than five thousand dollars (\$5,000.00). Defendant will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for Approval of this PAGA Settlement, and as part of the motion, Plaintiff will request the Court's approval of this Incentive Payment. If the Court approves a PAGA Plaintiff Incentive Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Plaintiff Incentive Payment using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Plaintiff Incentive Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed three thousand dollars (\$3,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than three thousand dollars (\$3,000.00), the Administrator will retain the remainder in the Net Settlement Amount and available for distribution to the Aggrieved Employees.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Forty-six thousand six hundred sixty-six dollars and sixty-seven cents (\$46,666.67), to be paid from the Net Settlement Amount, with seventy-five percent (75%) or \$35,000 thereof allocated to the LWDA PAGA Payment, and twenty-five percent (25%) or \$11,666.67 thereof allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, (\$11,666.67), 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.
 - 3.2.4.2. 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 estimates there are seventy-eight (78) Aggrieved Employees who worked a total of approximately two thousand nine hundred (2,900) PAGA Pay Periods between April 5, 2022 and February 28, 2024.
- 4.2. Aggrieved Employee Data. Within ten (10) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (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 Plaintiff Incentive Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments. The Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of all distributions from the Gross Settlement Amount and shall respond to questions from Defendant's Counsel and Plaintiff's Counsel.
 - 4.4.1. The Parties agree that there is no statutory obligation to provide notice of settlement to Aggrieved Employees; however, after the Court enters its order granting the Motion, every Aggrieved Employee will be provided with a notice substantially in the form evidenced by Exhibit A to this Agreement with their Individual PAGA Payment.
 - 4.4.2. 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 (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.

4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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.

4.4.4. 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.

4.4.5. 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 on behalf of the State of California and its agencies, and each and every Aggrieved Employee, including Plaintiff, shall release the Released Claims, defined below, against the Released Parties.

5.1 Released Claims. All claims alleged by Plaintiff and Aggrieved Employees, on behalf of themselves and their respective former and present representatives, heirs, administrators, successors, and assigns, in the Action and contained in the PAGA Notice for any and all debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, or interest based on any and all PAGA claims seeking civil penalties under California Labor Code sections 2698, *et seq.*, Wage Orders, regulations, and/or other provisions of law alleged or based on the facts pled in the Action and PAGA Notice, or which could have been alleged in the Action and PAGA Notice, with respect to the Aggrieved Employees including, but not limited to, all claims for: (1) failure to pay all wages, including minimum wages and overtime wages, Labor Code sections 510, 1182.12, 1194 and 1194.2, IWC Wage Order 9-2001; (2) failure to provide meal periods, Labor Code sections 226.7 and 512, IWC Wage Order 9-2001; (3) failure to provide rest periods, Labor Code section 226.7, IWC Wage Order 9-2001; (4) failure to provide accurate itemized wage statements, Labor Code section 226; (5) failure to reimburse for necessary business expenditures, Labor Code section 2802; and (6) failure to pay wages due at separation of employment, Labor Code sections 201-203 during the PAGA Period. Aggrieved employees, other than Plaintiff,

will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

- 5.2 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. 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. No release in this agreement shall be effective until the Gross Settlement Amount is fully funded.

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigned, the Released Parties from all claims for PAGA Fees incurred in connected with the Operative Complaint and the PAGA Notice.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.4 Release by Defendant and Release Parties.

Defendant and Released Parties shall release the Plaintiff from any claims associated with her employment by Defendant or related to the filing of the Action.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will prepare and file an application or motion for approval of this Settlement.

- 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 signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a draft declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any

actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than forty-five (45) 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 Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4 Effect of Denial of Settlement Approval. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Settlement Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiff's Counsel.

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

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Plaintiff Incentive Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, such as the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by 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.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither 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. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 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.
- 10.12 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.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 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.
- 10.15 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:

MAHONEY LAW GROUP, APC
John A. Young, Esq.
jyoung@mahoney-law.net
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: 562-590-5550
Facsimile No.: 562-590-8400

SROURIAN LAW FIRM, P.C.
Daniel Srourian, Esq.
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: (213) 474-3800
Email: daniel@slfla.com

To Defendant:

LITTLER MENDELSON, P.C.
Krystal Weaver
KWeaver@littler.com
501 W. Broadway, Suite 900 San Diego, CA 92101.3577
Telephone: 619.232.0441 Fax No.: 619.232.4302

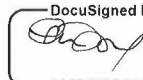
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18 No Effect on Employee Benefits. The Individual PAGA Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual PAGA Payments paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 10.19 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

10.20 Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

4/5/2024

Dated: March __, 2024

DocuSigned by:



1A5B869DB2544C1...

Annie Vong
Plaintiff

Dated: March __, 2024

Name:

Title:

On behalf of Pickford Escrow Company,
Inc

Approved as to form, only:

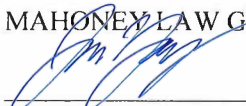
Dated: _____, 2024

LITTLER MENDELSON, P.C.

Krystal N. Weaver
Attorneys for Defendant
PICKFORD ESCROW COMPANY, INC.

Dated: April 5, 2024

MAHONEY LAW GROUP, APC



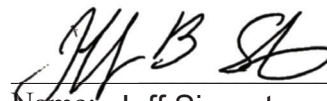
John Young
Attorneys for Plaintiff ANNIE VONG

10.20 Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

Dated: March __, 2024

Annie Vong
Plaintiff

Dated: ~~March~~ ~~xxx~~ ~~2024~~ ~~xxx~~
April 3, 2024


Name: Jeff Simenton

Title: Assistant Secretary

On behalf of Pickford Escrow Company,
Inc

Approved as to form, only:

Dated: April 5, 2024

LITTLER MENDELSON, P.C.


Krystal N. Weaver
Attorneys for Defendant
PICKFORD ESCROW COMPANY, INC.

Dated: _____, 2024

MAHONEY LAW GROUP, APC

John Young
Attorneys for Plaintiff ANNIE VONG

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO
Vong v. Pickford Escrow Company, Inc., Case No. 37-2023-00025855-CU-OE-CTL

NOTICE OF SETTLEMENT

*This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

PLEASE READ THIS NOTICE CAREFULLY

ACCORDING TO COMPANY RECORDS, YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. YOU DO NOT NEED TO DO ANYTHING; YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT, WHICH IS ENCLOSED.

WHAT IS THIS NOTICE ABOUT?

A settlement (the "Settlement") has been reached between Plaintiff Annie Vong ("Plaintiff"), acting on behalf of the State of California, and Defendant Pickford Escrow Company, Inc. ("Defendant"), in an action pending in San Diego Superior Court, Case No. 37-2023-00025855-CU-OE-CTL, brought on behalf of the following individuals (the "Aggrieved Employees" or "Settlement Group"):

All persons currently or formerly employed by Defendant in California as a non-exempt employee during the period from April 5, 2022 through [insert by administrator].

The Court has approved the Settlement. You have received this notice because Defendant's records indicate that you are a member of the Settlement Group. This notice is designed to inform you of the Settlement and to provide you with your Settlement Share.

WHAT IS THIS LAWSUIT ABOUT?

On June 21, 2023, Plaintiff commenced this representative action by filing a Complaint alleging that Defendant: (1) failed to pay all wages, including minimum wages and overtime wages, Labor Code sections 510, 1182.12, 1194 and 1194.2, IWC Wage Order 9-2001; (2) failed to provide meal periods, Labor Code sections 226.7 and 512, IWC Wage Order 9-2001; (3) failed to provide rest periods, Labor Code section 226.7, IWC Wage Order 9-2001; (4) failed to provide accurate itemized wage statements, Labor Code section 226; (5) failed to reimburse for necessary business expenditures, Labor Code section 2802; and (6) failed to pay wages due at separation of employment, Labor Code sections 201-203 (the "Action"). The Action seeks civil penalties pursuant to the California Private Attorneys' General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, during the period of April 5, 2022, through [insert by administrator]. On April 5, 2022, Plaintiff sent a letter to the Labor and Workforce Development Agency ("LWDA") setting forth the above claims ("PAGA Notice").

Defendant denies and continues to deny all of Plaintiff's material allegations. Specifically, Defendant contends that it properly paid all wages, including overtime, provided non-exempt hourly with compliant meal and rest periods, or compensation in lieu thereof, reimbursed necessary business expenses, provided accurate wage statements, and timely paid final wages.

The Court has not made a determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Action, all parties avoid the risks and cost of a trial.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the group of individuals she seeks to represent on that claim.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement Group if you fall within the following definition:

All persons currently or formerly employed by Defendant in California as a non-exempt employee during the period from April 5, 2022, through [insert by administrator].

You are receiving this notice because Defendant's records indicate that you are part of the Settlement Group.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

Settlement Shares. Pursuant to PAGA, seventy-five percent (75%) of the Net Settlement Amount will go to the LWDA. The remaining twenty-five percent (25%) of the Net Settlement Amount will be distributed to Settlement Group Members in proportion to the number of pay periods that they were employed by Defendant during the PAGA Period. The Net Settlement Amount is estimated to be Forty-six thousand six hundred sixty-six dollars and sixty-seven cents (\$46,666.67, of which seventy-five percent (75%) or \$35,000 thereof allocated to the LWDA PAGA Payment, and twenty-five percent (25%) or \$11,666.67 thereof allocated to the Individual PAGA Payments. As a Settlement Group Member, your share of the Net Settlement Amount is [insert amount]. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you receive is considered to be a civil penalty and has not been subjected to tax withholding.

Payment of Settlement Shares. Your Settlement Share is enclosed. Checks for Settlement Shares must be cashed within one hundred eighty (180) days after they are issued. Checks remaining un-cashed for more than 180 days after issuance will be transmitted to State of California unclaimed property fund under your name.

HOW DOES THIS SETTLEMENT AFFECT MY RIGHTS? WHAT ARE THE RELEASED CLAIMS?

Participating in Settlement. You are a part of the Settlement Group, and therefore, you are bound by the terms of the Settlement and the final judgment entered by the Court and you are deemed to have released the Released Claims against Defendant and the Released Parties as defined below. As a member of the Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses.

Released Parties: Means: (i) Defendant; (ii) each of Defendant's past, present and future parents, subsidiaries, franchisors, franchisees, and affiliates including, without limitation any corporation, limited liability company, or partnership; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

Released Claims: All claims alleged by Plaintiff and Aggrieved Employees, on behalf of themselves and their respective former and present representatives, heirs, administrators, successors, and assigns, in the Action and contained in the PAGA Notice for any and all debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, or interest based on any and all PAGA claims seeking civil penalties under California Labor Code sections 2698, et seq., Wage Orders, regulations, and/or other provisions of law alleged or based on the facts pled in the Action and PAGA Notice, or which could have been alleged in the Action and PAGA Notice, with respect to the Aggrieved Employees including, but not limited to, all claims for: (1) failure to pay all wages, including minimum wages and overtime wages, Labor Code sections 510, 1182.12, 1194 and 1194.2, IWC Wage Order 9-2001; (2) failure to provide meal periods,

Labor Code sections 226.7 and 512, IWC Wage Order 9-2001; (3) failure to provide rest periods, Labor Code section 226.7, IWC Wage Order 9-2001; (4) failure to provide accurate itemized wage statements, Labor Code section 226; (5) failure to reimburse for necessary business expenditures, Labor Code section 2802; and (6) failure to pay wages due at separation of employment, Labor Code sections 201-203 during the PAGA Period. Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

HOW CAN I OBTAIN MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be requested online through the Register of Actions (<https://roa.sdcourt.ca.gov/roa/>) or in person by viewing the documents in-person in the Hall of Justice, Fifth Floor, Superior Court of California for San Diego County, 330 West Broadway, San Diego, CA 92101 during the Clerk's normal business hours, additional instructions are online (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/viewacourtfile>); or you may contact the Settlement Administrator, Phoenix Settlement Administrators at P.O. Box 7208, Orange, CA, 92863; Phone: (800) 523-5773 or Plaintiff's Counsel as follows: John Young of Mahoney Law Group, APC, 249 East Ocean Boulevard, Suite 814, Long Beach, CA 90802, (562) 590-5550.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**