

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Bao Cha ("Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Group Members, on the one hand, and Defendant Allen Spees Family Homes ("ASFH" or "Defendant"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) against Defendant shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff (including any and all individual claims she may have against ASFH) and the PAGA Settlement Group Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. "Action" means the civil action captioned *Bao Cha v. Allen Spees Family Homes* pending in the Fresno County Superior Court Action No. 23CECG02451.
- B. "Agreement" means this Settlement Agreement.
- C. "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- D. "Complaint" means the PAGA Representative Action Complaint filed by Plaintiff on or about June 20, 2023 in the Action.
- E. "Court" means the Fresno County Superior Court.
- F. "Defendant" means Allen Spees Family Homes.
- G. "Defense Counsel" or "Counsel for Defendants" means:

Ryan L. Eddings, Bar No. 256519
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Caroline Lutz, Bar No. 274836
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LITTLER MENDELSON, P.C.
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- H. "Putative Aggrieved Employee" means Plaintiff, and all current and former non-exempt employees employed by Defendant in California at any time from April 4, 2022 through the Approval Date.
- I. "Putative Aggrieved Employee Penalty Payment" means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions

of this Agreement.

J. "Effective Date" means the date by which all of the following have occurred:

- (1) The Court has approved the Settlement;
- (2) The Court has entered the Final Order; and,
- (3) The longer of (i) 30 days after entry of judgment on the PAGA claims or (ii) any date set by the Court for anyone to object, appeal or intervene, without objection, appeal or intervention, or in the event any objection, appeal, or intervention is filed, the date that same is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise.

K. "Final Order" means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein), dismissing the PAGA claims with prejudice and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

L. "LWDA" means the State of California Labor and Workforce Development Agency.

M. "Named Plaintiff" or "Plaintiff" means Bao Cha.

N. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.

A. "PAGA Claims" means claims for PAGA penalties, pursuant to Labor Code section 2699 et seq. that: (1) arose or may be alleged to have arisen at any time from April 4, 2022 up to and including the Approval Date, and (2) are based on or arise from alleged violations of the following Labor Code provisions: 203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174.5, 1198, 1199, 2699, which arise from the facts alleged in the Complaint; and the related California Code of Regulations and related sections of the applicable Industrial Welfare Commission Wage Orders, which arise from the facts alleged in the Complaint.

B. "PAGA Settlement Group Members" means Plaintiff and all current and former non-exempt employees employed by Defendant in California at any time from April 4, 2022 through the Approval Date, who are included in the Putative Aggrieved Employee List. There are approximately 70 individuals that compose the PAGA Settlement Group Members.

C. "Plaintiff's Counsel" means:

Santosh Narayan, Bar No. 243273
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8050 N. Palm Avenue, Suite 300
Fresno California 93711
Telephone: (626) 432-5435
Facsimile: (626) 657-2921
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Kevin Schwin, Bar No. 262595
Of Counsel, Peck-Law, *Employment & Civil Rights*
1010 Fair Ave., Ste. H

Santa Cruz, CA 95060
Telephone: (408) 478-4161
Email: Kevin@Peck-Law.com

- D. "Putative Aggrieved Employee List" means a complete list of all Putative Aggrieved Employees that Defendant will diligently and in good faith compile from their records and provide to the Claims Administrator within twenty one (21) calendar days after the Approval Date. The Putative Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet and will include (if available) each Putative Aggrieved Employee's full name; most recent mailing address and telephone number; Social Security number; the hire and termination dates, Pay Periods, and any other relevant information needed to calculate settlement payments.
- E. "Released Parties" means the general partnership Allen Spees Family Homes, Sue Allen and Terry Spees, and any and all subsidiaries, and each of their past, present, and future agents, parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, owners, partners, clients, contractors, vendors, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- F. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action as to Defendant.
- G. "Settlement Sum" means the total gross settlement amount of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve and conclude this Action as to Defendant, as provided under this Agreement, without any admission of fault or liability. Under no circumstances shall the Settlement Sum exceed \$130,000.00.

II. FACTUAL BACKGROUND

- A. On June 20, 2023, Plaintiff filed the Complaint in the Fresno County Superior Court. The Action was brought on a putative representative basis under PAGA on behalf of the State of California and other allegedly Putative Aggrieved Employees, and alleged violations of the California Labor Code.
- B. The Parties engaged in a substantial exchange of documents and information during discovery. The Parties reached this Settlement only after discovery and investigation were performed.
- C. On June 7, 2024, the Parties engaged in a one-day mediation session with respected mediator, Lee Jacobson. After an arms-length negotiation facilitated by the mediator, the Parties reached this Settlement, including a settlement of Plaintiff's individual claims against Defendant.
- D. This Agreement sets forth the terms and conditions of the resolution of Claims asserted by Plaintiff individually, on behalf of the State of California and the PAGA Settlement Group Members, as well as any claims .
- E. The Settlement embodied in this Agreement is contingent on (i) issuance by the Court of a Final Order approving the Settlement, dismissing the PAGA Claims with prejudice in their

entirety, (ii) entry of the Final Order enforcing the terms of the Settlement, and retaining jurisdiction to ensure compliance with the Court's Final Order only, (iii) discharge of Defendant and the Released Parties from liability for the Claims released by this Agreement, (iv) release of the PAGA Claims released by this Agreement against the Released Parties by Plaintiff, the State of California and all PAGA Settlement Group Members, (v) submission of the Court's Final Order by Plaintiff's Counsel to the LWDA within ten (10) business days of entry of the order pursuant to California Labor Code § 2699(1)(3), and (vi) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

F. Defendant disputes and denies Plaintiff's allegations and various causes of action asserted in the Complaint, including the PAGA Claims which are resolved by this Agreement and by entering this Agreement, Defendant makes no admission of law or fact. The Parties agree that this Agreement shall not be construed as an admission or concession of any statement of law or fact apart from the fact of settlement and release of the underlying claims.

III. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation. The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval. Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. See Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific material terms requested, this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect whatsoever.

Plaintiff will file by no later than April 30, 2025 a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing the PAGA claims with prejudice in their entirety, and entering the Final Order in accordance with the terms and conditions of this Agreement), under substantially similar material terms, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. Under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both parties.

The Parties will fully cooperate to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Settlement Sum Payment Procedures

1. Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendant agrees to pay the Settlement Sum, which is the total and all-inclusive amount Defendant will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claims payments arising out of or related to Putative Aggrieved Employees' allegations for the time period from April 4, 2022 up to and including the date the Court enters the Final Order asserted against Defendant or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:

- a. Claims Administration Fees: All Claims Administration expenses shall be paid from the Settlement Sum and shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Claims administration expenses paid to an outside Claims Administration service must come out of the Settlement Sum. The Parties agree to retain Phoenix Class Action Administration Solutions ("Claims Administrator") to serve as the Claims Administrator in this matter. If the Claims Administration Fees are less than the estimated amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), the remainder will be distributed amongst the PAGA Settlement Group Members pursuant to the allocation formula set forth in Section III(C)(1)(d), below.
- b. Attorneys' Fees and Litigation Costs: Plaintiff's Attorneys' fees and litigation costs incurred by Plaintiff's counsel shall be paid from the Settlement Sum. The attorneys' fees shall not exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Plaintiff's litigation costs shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Any interested party, including Defendant, the LWDA, or any Putative Aggrieved Employee, may oppose Plaintiff's request for attorneys' fees and costs. If the Court sets the attorneys' fees and/or costs at an amount lower than the sums set forth in this paragraph, the remainder will be distributed amongst the PAGA Settlement Group Members pursuant to the allocation formula set forth in Section III(C)(1)(d), below.
- c. Payment to Plaintiff Bao Cha to Settle All Claims, Known and Unknown: A settlement payment to Plaintiff Bao Cha in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be paid from the Settlement Sum. This payment shall be in exchange for a general release of all claims, known or unknown, and dismissal of the entire Action with prejudice to be separately executed by the Parties.
- d. Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Claims Administration Fees, Attorneys' Fees and Litigation Costs, and the Settlement Payment to Plaintiff Bao Cha from the Settlement Sum (this will yield the "Net Settlement Amount"). Of the Net Settlement Amount, for each PAGA Settlement Group Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Penalty Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Group Members ("Putative Aggrieved Employee Penalty Payment"). The "Putative Aggrieved Employee Penalty Payment" for each PAGA Settlement Group Member shall be determined based on a formula taking into account the number of each PAGA Settlement Group Member's "Pay Periods." A "Pay Period" shall be defined as any

instance when a Putative Aggrieved Employee received a wage statement from Defendant between April 4, 2022 and the Approval Date, based on Defendants' data. The amount paid to each PAGA Settlement Group Member will be determined as follows: The Net Settlement Amount will be divided by the total number of Pay Periods for all PAGA Settlement Group Members during the relevant time period (April 4, 2022 up to and including the Approval Date) ("Pay Period Amount"). Each PAGA Settlement Group Member will then be paid an amount equal to the Pay Period Amount multiplied by that PAGA Settlement Group Member's total number of Pay Periods, multiplied by twenty-five percent (25%).

2. Funding and Distribution Process

Within twenty (20) business days after the Effective Date, Defendant will transmit to the Claims Administrator the entire Settlement Sum of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00). This transmittal wholly satisfies Defendant's obligations with respect to the funding and disbursement process. Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator will disburse Putative Aggrieved Employee Penalty Payments to each PAGA Settlement Group Member to the last known physical address on file with Defendant in their regularly maintained records. Prior to this disbursement, the Claims Administrator shall run a single skip trace for every separated PAGA Settlement Group Member. PAGA Settlement Group Members who receive their Putative Aggrieved Employee Penalty Payments via U.S. Mail will receive a letter along with their Putative Aggrieved Employee Penalty Payment explaining the reason for the payment, the content of which will be agreed upon by the Parties prior to execution of this Settlement and attached as an Exhibit hereto. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Putative Aggrieved Employee Penalty Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Group Member. If any PAGA Settlement Group Member's check is not cashed within 120 days after mailing, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable. The letter or postcard will also offer to replace the check if it was lost and not cashed.

Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator shall send a check to the LWDA as and for the LWDA Penalty Payment, in the amount calculated pursuant to the terms of this Settlement, along with a copy of the Final Order, and any other documents required pursuant to California Labor Code section 2699(1).

Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator will disburse from the Settlement Sum an amount sufficient to pay the Attorneys' Fees and Costs described in III(1)(b), in the form of two checks made payable to "Narayan Law, APC" and "Peck-Law, Employment & Civil Rights" delivered to each Plaintiff's Counsel at the addresses listed above. The attorneys' fees shall be divided 50/50 between Narayan Law, APC and Peck-Law, Employment & Civil Rights. The costs incurred by each firm shall be reimbursed to the firm who incurred them. Plaintiff's Counsel will provide whatever information is necessary to the Claims Administrator to determine the amount of attorneys' fees and costs owed to each firm.

Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator will disburse from the Settlement Sum Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Bao Cha.

3. No Additional Contribution by Defendant

Defendant's monetary obligation under this Agreement is limited to the Settlement Sum. Defendant shall not be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims and, issuance of the Final Order) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims. Notwithstanding the above, in the event this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement. If this Agreement is invalidated through any proceeding within the Action, Plaintiff will return any disbursements from the Settlement Sum under his or his counsel's control to Defendant.

4. Tax Reporting and Indemnity

The Putative Aggrieved Employee Penalty Payments to Plaintiff and each PAGA Settlement Group Member are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. In addition, the \$15,000.00 payment to Plaintiff shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on their respective amounts received pursuant to this Settlement. Plaintiff shall not seek any indemnification from the Released Parties in this regard.

The payments for attorneys' fees and costs to Plaintiff's Counsel shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff's Counsel will be responsible for paying all applicable state, local and federal income taxes on their respective amounts received pursuant to this Settlement. Plaintiff's Counsel shall not seek any indemnification from the Released Parties in this regard.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant disputes that Plaintiff or any PAGA Settlement Group Member is entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class, collective or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendant (and any of the Released Parties) in any way, shape or form, and Defendant and the Released Parties deny any such liability or wrongdoing.

B. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the material specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void *ab initio*. An example of a material change in the terms includes a change in the economic terms of the settlement.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the mediation in this Action, without

prejudice to either Party; and (iii) Defendant will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASE AND WAIVER OF CLAIMS

A. PAGA Settlement Group Member Release

Upon entry of the Final Order, Plaintiff, all PAGA Settlement Group Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from April 4, 2022 up to and including the Approval Date. To extent an alleged PAGA violation arises directly from the operative facts pled in the Complaint and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

However, this release is limited in scope. It applies only to claims for civil penalties based upon Labor Code violations that were alleged or could have been alleged based on the facts plead in the Complaint.

B. Plaintiff's Release and Civil Code Section 1542 Waiver

In further exchange for the consideration and compromises set forth in this Agreement, except as otherwise set forth herein, Plaintiff, Bao Cha, on behalf of herself and her heirs, estate, executors, administrators, successors and assigns, irrevocably and unconditionally releases, acquits and forever discharges the general partnership Allen Spees Family Homes, Sue Allen and Terry Spees, and any and all subsidiaries, and each of their past, present, and future agents, parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, owners, partners, clients, contractors, vendors, attorneys, representatives (collective, "Released Parties,") and benefit plans sponsored or administered by the Released Parties from all charges, complaints, promises, agreements, controversies, suits, rights, demands, costs, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liabilities and expenses, including any claims for attorneys' fees and costs, of any kind or character whatsoever, known and unknown, suspected, unsuspected, anticipated and unanticipated, which Plaintiff now has, owns or holds, or claims to have, own or hold, against each or any of the Released Parties on or before the Effective Date of this Agreement (hereinafter "Released Claims"). This release of all known or unknown, suspected or unsuspected, anticipated and unanticipated claims arising out of Plaintiff's employment relationship with, and separation from, Defendant, including, but not limited to: (1) any claims asserted directly or indirectly, impliedly or inferentially in the Action, or that may or could have been asserted in any cause of action or claim therein; (2) any claims (whether based on federal, state or local law, statutory or decisional) for breach of contract of employment or collective bargaining agreement (express or implied), or any grievance initiated by an employee under a collective bargaining agreement; (3) any claim sounding in tort or common law, specifically including, but not limited to, any torts related to defamation, invasion of privacy, false light,

intentional and negligent interference with contract and/or prospective economic advantage, fraud and any misrepresentation, and intentional and negligent infliction of emotional distress; and (4) any claims under any state or federal statute or regulation, including, without limitation, the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act, the Unruh and George Civil Rights Acts, the California Family Rights Act ("CFRA"), the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the Genetic Information and Non-Discrimination Act ("GINA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA") (excluding claims for accrued vested benefits under any employee benefit pension plan of any Released Parties in accordance with the terms and conditions of such plan and applicable law), the Occupational Safety and Health Act ("OSHA"), the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the Equal Pay Act, the Fair Labor Standards Act ("FLSA"), the California Civil Code, the California Government Code, the California Labor Code, and any policy of Defendant, or any collective bargaining agreement. Plaintiff agrees that he has, upon receipt of the Settlement Proceeds, been paid all compensation, remuneration, and wages due in any form.

Notwithstanding the foregoing, this Agreement and the releases contained within are not to be applicable to any past or present workers' compensation claims by Plaintiff against Defendant, and any other claims that cannot lawfully be waived or released by private agreement, all of which are specifically exempted from the releases contained within this Agreement.

Plaintiff understands and agrees that she may have sustained damages, losses, costs or expenses for which they might have a claim, that are presently unknown or unsuspected, and that such damages, losses, costs and expenses may give rise to additional damages, losses, costs or expenses in the future. It is specifically acknowledged by Plaintiff that the foregoing release has been agreed upon and given in light of such facts, and the Agreement is intended to release the Released Parties from potential liability for all such damages, losses, costs and expenses. As part of the inducement for the consideration given for this Agreement, Plaintiff agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to the Released Parties, and **Plaintiff specifically waives the provisions of Section 1542 of the California Civil Code, which reads as follows, and any other state or federal statute or common law principle of similar effect:**

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.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided above with respect to the Fee Amount, and Plaintiff's Counsel waives any and all rights to further attorneys' fees and costs from Defendant in connection with this Action.

VI. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court. Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. PAGA Settlement Group Member Data

All data, if any, regarding the number of PAGA Settlement Group Members and total Pay Periods, and other similar settlement metrics will be submitted to the Claims Administrator in a timely manner pursuant to this Agreement, and shall be kept confidential by the Claims Administrator and used solely for the purpose of administration of the Settlement Amount, unless otherwise ordered by the Court.

C. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

D. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.

E. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

F. Representation and Warranties

Plaintiff's Counsel and Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

G. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

H. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those

expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties, which is incorporated herein by reference, but to the extent any of the terms of the Memorandum of Understanding is inconsistent with this Agreement, it is superseded by this Agreement, and this Agreement controls.

I. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

J. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

K. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes and, if necessary, shall then attempt resolution by expedited telephonic mediation with the mediator in this matter, Lee Jacobson prior to submitting such disputes to the Court. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. The Parties counsel can agree to non-material changes to this Settlement Agreement and the Parties agree to act in good faith to address any concerns raised by the Court in connection with the approval hearing.

L. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

M. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

N. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendant and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of

N. Fair Settlement

Plaintiff, Defendant, Plaintiffs Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendant and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

O. 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 and shall not be considered in interpreting this Agreement.

P. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Group Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

Q. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

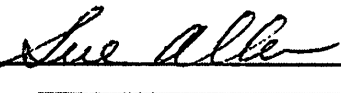
Dated: 04/08/2025, 2024

Dated: 4/3/25, 2024

ALLEN SPEES FAMILY HOMES



BAO CHA
Plaintiff and PAGA Representative



By: _____
Title: Owner