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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALEXIS TRISTAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICAN HOMES 4 RENT, L.P., a
Delaware limited partnership; and DOES 1
through 50, inclusive,

Defendants

Case No. 23STCV17006

**DECLARATION OF KRISTEN M.
AGNEW IN SUPPORT OF PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: March 11, 2024

Time: 10:00 a.m.

Dept.: 61

Reservation ID: 570905490120

Complaint Filed: July 20, 2023

Trial Date: None

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I, Kristen M. Agnew, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Alexis Tristan (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's counsel has zealously represented the interests of the Aggrieved Employees.

3. On May 15, 2023, Plaintiff filed a notice with the Labor & Workforce Development Agency (“LWDA”) alleging claims against Defendant American Homes 4 Rent, L.P. (“Defendant”) for violation of Labor Code section 226(a) (the “PAGA Notice”). As set forth in the PAGA Notice, Plaintiff alleged that when Defendant paid overtime wages, the corresponding wage statement failed to list the accurate total hours worked. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Notice.

4. On May 16, 2023, Plaintiff filed a Class Action Complaint in the matter of *Alexis Tristan v. American Homes 4 Rent, L.P.*, Los Angeles Superior Court Case No. 23STCV11086 (the “Class Action”). In the Class Action, Plaintiff alleged a single cause of action for violation of Labor Code section 226(a). Shortly after the filing of the Class Action Complaint, defense counsel provided a copy of an arbitration agreement signed by Plaintiff. The arbitration agreement contained a class action waiver. Defendant contends the arbitration agreement and class action waiver language prevents Plaintiff from pursuing any class claims thereby subjecting the Class Action to dismissal.

5. On July 20, 2023, Plaintiff initiated the instant representative PAGA Action against Defendant. Plaintiff asserted a single cause of action for violation of the PAGA, predicated on Defendant's alleged violation of Labor Code section 226(a). As alleged in the complaint, Plaintiff seeks to recover PAGA penalties on behalf of all current and former non-exempt employees who worked for Defendant in the State of California and earned overtime

1 wages.

2 6. On August 11, 2023, Plaintiff filed a supplemental notice with the LWDA
3 (“Supplemental PAGA Notice”). In addition to the claims alleged in the PAGA Notice, as set for
4 the in the Supplemental PAGA Notice, Plaintiff further alleges that Defendant failed to
5 accurately display the correct overtime rate and/or corresponding hours worked on its wage
6 statement, in violation of Labor Code section 226(a). Plaintiff further alleged that Defendant paid
7 overtime wages at a rate below 1.5x the regular rate of pay, in violation of Labor Code sections
8 510, 558 and 1194. Attached hereto as **Exhibit 2** is a true and correct copy of the Supplemental
9 PAGA Notice.

10 7. On August 15, 2023, Plaintiff filed the operative First Amended Representative
11 Action Complaint (the “First Amended Complaint” or “FAC”). As set forth in the FAC, Plaintiff
12 seeks civil penalties predicated on Defendant’s alleged violation of Labor Code sections 201,
13 202, 203 226, 510, 558, 1194 and 2698.

14 8. On February 7, 2024, the Parties submitted a joint stipulation requesting the
15 dismissal of the Class Action *without* prejudice. As of the filing of this declaration, the Court has
16 not entered an order approving the requested dismissal.

17 **INFORMAL DISCOVERY AND INVESTIGATION**

18 9. In light of the narrow claims at issue, Plaintiff and Defendant (collectively, the
19 “Parties”) agreed to redirect their resources to exploring the possibility of an early resolution
20 though mediation.

21 10. In lieu of the exchange of formal discovery, Defendant provided Plaintiff with
22 information regarding the amount of civil penalties at issue, including Plaintiff’s time and payroll
23 records, the number of non-exempt employees who received the payment of overtime wages
24 during the period of May 15, 2023 through October 13, 2023, and the number of pay periods in
25 which overtime wages were paid during this same period. Defense counsel also represented that,
26 as of May 26, 2023, Defendant revised its wage statements to include a line item that stated the
27 “Total Hours Actually Worked During Pay Period.” Defendant produced a copy of the revised
28 wage statement.

11. The Parties also extensively discussed Plaintiff's claims and Defendant's defenses thereto. With respect to the calculation of overtime wages, Defendant maintains that overtime was always paid at 1.5 times the regular rate of pay. As explained by defense counsel, for the purposes of tracking an employee's hours worked, Defendant recorded an employee's hours worked out multiple decimal places. The actual hours worked were in turn used to calculate an employee's wages. However, on the wage statement, the hours worked were rounded or otherwise truncated. Consequently, the displayed hours when multiplied by the corresponding overtime rate may not equal the amount paid. Relatedly, the rounding/truncation of hours made it appear that employees received less than 1.5 times the regular rate of pay. According to defense counsel, the time clock records when compared with the amounts actually paid demonstrate that employees received all wages he or she was owed. I reviewed the time and payroll records of Plaintiff. Based on my review, it appears that Plaintiff was properly paid all overtime wages.

12. With respect to the alleged wage statement violation, defense counsel presented evidence that employees had access to electronic wage statements, which displayed the total hours worked during the applicable pay period. Plaintiff, however, contends that employees could only access these wage statements through human resources.

13. Using the data and information provided by Defendant, I performed a comprehensive penalties analysis. I also investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff and potential defenses thereto, and the penalties sought by Plaintiff on behalf of himself and other aggrieved employees. Thus, I entered mediation with a clear understanding of Defendant's maximum exposure.

MEDIATION

14. On December 12, 2023, the Parties engaged in a full-day mediation with mediator Michael Loeb. As a result of the mediation, Plaintiff and Defendant reached the present settlement, memorialized by a written Memorandum of Understanding (“MOU”).

15. The Parties subsequently executed the Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the Private Attorneys General Act, California Labor Code section 2698 et seq., a true and correct copy of which is attached herewith as

1 **Exhibit 3.** The settlement discussions were conducted at arm’s length.

2 **SUMMARY OF THE PROPOSED SETTLEMENT**

3 16. As defined by the Settlement, “Aggrieved Employees” means “all current and
4 former non-exempt employees in the State of California who received the payment of overtime
5 wages during the period from May 15, 2022, through December 12, 2023.” (Settlement
6 Agreement § B-2.) Based upon Defendant’s records, there are approximately 98 Aggrieved
7 Employees who received the payment of overtime wages in approximately 2,693 pay periods
8 during the PAGA Period (May 15, 2022, through December 12, 2023).

9 17. The Settlement Agreement requires Defendant to pay the gross amount of One
10 Hundred Ninety-Five Thousand Dollars (\$195,000.00) (the “Gross Settlement Amount”).
11 (Settlement Agreement § B-11.) The balance of the Gross Settlement Amount remaining after
12 deduction of the approved Enhancement Payment to Plaintiff, attorneys’ fees and costs and the
13 Settlement Administration Costs (the “PAGA Penalties Fund”), will be available for distribution
14 to the LWDA and Aggrieved Employees. (*Id.* at §§ B-13, D-4.)

15 18. As part of the Settlement Agreement, Defendant does not object to Plaintiff’s
16 Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement
17 Amount, i.e. Sixty-Five Thousand Dollars (\$65,000.00), plus up to Fifteen Thousand Dollars
18 (\$15,000.00) for reimbursement of litigation costs, subject to the Court finally approving this
19 Settlement. (Settlement Agreement § D-9.) However, Plaintiff’s Counsel’s anticipated actual
20 litigation costs total \$12,328.45.

21 19. Defendant has also agreed to not object to Plaintiff’s request for an Enhancement
22 Payment of Ten Thousand Dollars (\$10,000.00). (Settlement Agreement §§ B-9, D-8.)

23 20. Finally, the Settlement Agreement provides for the payment of the fees and
24 expenses reasonably incurred by the Settlement Administrator. (Settlement Agreement §§ B-19,
25 B-20.) The Parties have agreed to utilize Phoenix Settlement Administrators to administer the
26 settlement, with the administration costs estimated to be \$2,850.00. (*Id.* at §§ B-19, D-10.) The
27 Parties believe that the administration fee is reasonable and should be approved.

1 **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

2 21. Assuming that the Court approves the Enhancement Payment to Plaintiff
3 (\$10,000), attorney’s fees (\$65,000), actual litigation costs (\$12,328.45) and the Settlement
4 Administrator’s costs (\$2,850), I estimate that the PAGA Penalties Fund will total \$104,821.55.
5 Seventy-Five percent of the PAGA Penalties Fund, or approximately \$78,616.16, will be paid to
6 the LWDA for PAGA penalties. (Settlement Agreement § D-4) The remaining twenty-five
7 percent, or approximately \$26,205.39, will be distributed to Aggrieved Employees. (*Id.*)

8 22. The Individual Settlement Payment to each Aggrieved Employee will be based on
9 the total number of pay periods in which the employee received the payment of overtime wages
10 during the PAGA Period. (Settlement Agreement § D-5.) This is fair, as it directly allocates
11 greater penalties to individual Aggrieved Employees who have allegedly suffered greater harm.

12 23. Based on the number of Aggrieved Employees, employees will be entitled to
13 recover, on average, up to approximately \$267.40 each. The amount any particular Aggrieved
14 Employee will be entitled to recover will be greater or lower than this average depending on the
15 number of number of pay periods in which the employee received the payment of overtime
16 wages, with some entitled to receive more, and others less.

17 24. Aggrieved Employees will have one hundred eighty (180) days to cash their
18 settlement check. After the expiration of the check cashing deadline, the residual funds will be
19 paid out pursuant to California Code of Civil Procedure section 384 to the following *cy pres*
20 recipient, Legal Aid at Work. (Settlement Agreement § E-5.) I do not have any relationship or
21 connection with or to the Legal Aid At Work.

22 **POTENTIAL CIVIL PENALTIES**

23 25. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are
24 difficult to evaluate. Defendant has indicated that, at the time of mediation, there are 2,693 pay
25 periods during the PAGA Period (May 15, 2022, through December 12, 2023). Assuming that
26 Plaintiff was to prevail on the merits of the PAGA claim, applying the standard penalty of \$100
27 per pay period yields \$269,300 in potential liability.

28 26. In the alternative, if the Court were to “stack” penalties, (*i.e.*, award multiple

PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA penalties could total as high as \$538,600:

Lab. Code Section	Violation	Pay Periods	PAGA Penalties
Labor Code §§ 510, 558, 1194	Underpaid Overtime	2,693	\$269,300
Labor Code § 226	Wage Statement Violation	2,693	\$269,300
TOTAL			\$538,600

27. The above penalty calculations assume that Named Plaintiff will prevail on the merits. However, Plaintiff's claims are contested.

28. **Wage Statement Violation.** As set for the in the Supplemental PAGA Notice and FAC, Plaintiff alleges that Defendant failed to provide accurate itemized wage statements, in violation of Labor Code section 226(a). The wage statement displays overtime on two or more lines — "Overtime Hours" and "Overtime Premium." The hours displayed as "Overtime Hours" and "Overtime Premium" hours are incorrect. When the hours are multiplied by the corresponding rate, it does not correlate to the gross amount of overtime wages displayed on the wage statement. Additionally, the wage statement does not display the correct hourly rate used to calculate "Overtime Premium Hours." The rate for the "Overtime Hours" and "Overtime Premium" equal the employee's base hourly rate. Thus, an employee reviewing their wage statement would believe their overtime rate of pay is significantly higher than it is in actuality. Additionally, as a result of Defendant's method of displaying overtime as two separate entries, the wage statement lists redundant overtime hours, but fails to provide a summation of the accurate total hours worked. Thus, if one were to add up the hours on a wage statement, it appears that the employee worked more hours than he or she is being paid.

29. Defendant maintains that its wage statements comply with Section 226(a). For the purpose of tracking employee time and computing wages, Defendant calculated hours to the third decimal place. Accordingly, payroll considered someone who worked for 1 hour and 8 minutes

1 to have worked for 1.133 hours. However, on the corresponding wage statement, the hours
2 worked were displayed to the second decimal place (i.e. 1.13 hours). Because the hours worked
3 shown on the wage statement only went out to the second decimal place (1.13 hours), employees
4 appeared to be underpaid in some instances, but were not. As argued by Defendant, the fact that
5 the hours were only shown out to the second decimal place does not make the information
6 inaccurate or otherwise violate Section 226(a). Additionally, the wage statements and payroll
7 records demonstrate the accuracy of the net wages earned by and paid to the employees.
8 Nonetheless, starting with the itemized wage statements issued on November 24, 2023, the
9 calculation discrepancies were corrected.

10 30. As to the total hours worked, Defendant contends those were also properly
11 displayed on the wage statement. For the duration of the PAGA Period, employees had access to
12 electronic wage statements the included a summation of the total hours worked. (As indicated in
13 paragraph 12, these wage statements are available through human resources.) Yet, even taking
14 into consideration the wage statements that omitted the total hours worked, Defendant argues
15 that employees have always been able to determine their total hours worked via “simple math.”
16 According to Defendant, a reasonable employee would not double count the redundant
17 “Overtime Hours” and “Overtime Premium” hours. Nonetheless, beginning with the May 26,
18 2023 pay date, all itemized wage statements have contained a separate line item showing the
19 total number of hours actually worked during the pay period by the employee.

20 31. **Overtime Violation.** Based on the truncated hours set forth on the wage
21 statement, it appears that Defendant paid overtime wages at a rate below 1.5x the regular rate of
22 pay. However, as discussed above, Plaintiff’s wage statements and timekeeping records suggest
23 that she was properly paid overtime. Thus, Defendant may have sought summary adjudication on
24 this issue. Should Defendant have prevailed, the State of California and Aggrieved Employees
25 would have been left with zero recovery.

26 32. In negotiating the amount of the settlement, I took into account Defendant’s
27 defenses and the inherent uncertainty in the potential recovery in a PAGA action. By statute, the
28 Court can decline to award the full amount of PAGA penalties where “...if, based on the facts

1 and circumstances of the particular case, to do otherwise, would result in an award that is unjust,
2 arbitrary and oppressive, or confiscatory.” See Cal. Labor Code § 2699(e)(2). Assuming that
3 Plaintiff prevailed on liability, under the facts of this case, I appreciate the substantial risk that
4 Defendant could present a persuasive argument to reduce the amount of PAGA penalties at trial.

5 33. In this case, Defendant asserted that a substantial reduction in potential PAGA
6 penalties was warranted because: (1) even assuming that Plaintiff could establish the predicate
7 violations, the alleged violations were inadvertent; (2) Defendant revised its wage statements in
8 response to the PAGA Notice and Supplemental PAGA Notice; and (3) Aggrieved Employees
9 did not suffer economic harm as a result of the alleged violations of Labor Code. Thus,
10 Defendant contends that no PAGA penalties were needed to punish or deter Defendant for its
11 inadvertent behavior, much less to deter it from committing any future violations that were
12 completely foreclosed by its new payroll practices.

13 34. I am also aware that Courts routinely award far less than the statutory maximum
14 amount of civil penalties, even where an underlying violation of the Labor Code is found. As
15 shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, while the plaintiff
16 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
17 amount by 90%, citing the employer’s good faith attempt at complying with the law. 30 Cal.
18 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper.
19 *Id.* at 539; see *O’Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal.,
20 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA
21 penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum
22 PAGA penalties at issue—even with “stacking”— is \$53,860.

23 35. Here, based on the amounts explained above, the total exposure for PAGA claim
24 is \$538,600. However, this figure assumes that the Court would award full PAGA penalties for
25 each proven violation during a pay period. Thus, the Gross Settlement Amount is 36.20% of the
26 maximum PAGA penalties at issue.

27 36. In the alternative, if the Court applies a single penalty per pay period, the PAGA
28 penalties are reduced to \$269,300. Taking into account this reduced penalty calculation, the

1 Gross Settlement Amount is approximately 72.40% of the total estimated liability.

2 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

3 37. I believe that Plaintiff could prevail at trial. However, I also believe in the
4 fairness of the settlement, which is based on factoring in the uncertainty and risks attendant to
5 not prevailing on one or more theories of liability, the possibility of losing at trial and potential
6 for appeals. Moreover, as Defendant adamantly denies that it should be liable for the full extent
7 of the penalties, there is a possibility that Aggrieved Employees and the State would be awarded
8 less or recover nothing at trial. Thus, after taking into account sharply disputed legal issues
9 involved in this litigation, the risks associated with further prosecution, delays caused by
10 potential appeals, and the substantial benefits to be received pursuant to the Agreement, I
11 believe that the proposed settlement is fair, reasonable, and adequate.

12 **ATTORNEY EXPERIENCE**

13 38. Diversity Law Group has a great deal of experience in wage and hour class action
14 litigation and has been approved as class counsel in a number of class actions.

15 39. My qualifications are as follows: I was the 2003 recipient of the Spelman
16 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
17 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
18 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
19 University in 2006 and was admitted to the California Bar in December 2006. Following law
20 school, I was an associate at Sonnenschein from September 2006 to May 2009.

21 40. Since 2009, my primary area of practice has been employment litigation. I have
22 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
23 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
24 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
25 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
26 companies in employment litigation in both state and federal courts, as well as before
27 government agencies, including the California Department of Labor. My practice included the
28 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair

1 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
2 also handled a number of wage and hour class actions.

3 41. While at Ogletree and Seyfarth, I served as the lead associate on a number of
4 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
5 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
6 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*
7 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles
8 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los
9 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*
10 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*
11 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No
12 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*
13 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*
14 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

15 42. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
16 handling employment cases. I primarily represent employees.

17 43. I have been approved as class counsel in numerous other wage/hour class actions
18 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
19 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
20 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
21 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
22 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
23 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara
24 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
25 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
26 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*
27 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
28 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-

02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582.

44. I have second chaired two jury trials where I represented the prevailing defendant. Both cases involved employees who brought claims against their former employers pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al.*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff was the prevailing party.

ATTORNEYS' FEES AND LITIGATION COSTS

45. To date, I have incurred approximately 64.60 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit 4** is a summary of the hours I have incurred to date. I expect to spend additional time finalizing this settlement, including preparing for the approval hearing, reviewing data provided by Defendant to Settlement Administrator, conferring with Settlement Administrator regarding distribution of Individual Settlement Payments to Aggrieved Employees, and fielding phone calls regarding inquiries about the Settlement.

46. As of January 1, 2024, my hourly rate in class and representative actions is \$800. Accordingly, the total lodestar for my hours will be approximately \$51,680 (64.60 hours x \$800). I have previously been approved at an hourly rate of \$700.00 per hour by various Courts, in a number of matters, including: *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz

1 Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*,
2 Alameda County Superior Court Case No. RG18908139; *Gutierrez v. Spa Havens, LP*, San
3 Diego Superior Court Case No. 37-2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San
4 Bernardino Superior Court Case No. CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San
5 Bernardino Superior Court Case No. CIVSB2101321; *Alvarez v. Forterra Building Products*,
6 San Diego Superior Court Case No. 37-2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant*
7 *Services of California, Inc.*, Solano County Superior Court Case No. FCS056134, *Pulido v.*
8 *Georgia-Pacific Corrugated III LLC*, Fresno Superior Court Case No. 18CECG00265; *In re:*
9 *FPI Management Wage and Hour Cases*, Los Angeles Superior Court Case No. JCCP5050;
10 *Delgado v. Kloeckner Metals Corporation*, Los Angeles Superior Court Case No.
11 20STCV22503; *Jackson v. Samuel, Son & Co. (USA) Inc.*, Riverside County Superior Court
12 Case No. CVRI2101679, *Blanton v. Communications Test Design, Inc.*, San Joaquin Superior
13 Court Case No. STK-CV-UOE-2021-0005136; *Diaz v. Acuity Brands Lighting, Inc.*, San
14 Bernardino Superior Court Case No. CIVDS2015583; *Flournoy v. Partners Personnel –*
15 *Management Services, LLC*, Riverside County Superior Court Case No. CVRI2102372; *Idian v.*
16 *VHSD ES INC.*, San Diego Superior Court Case No. 37-2019-00018927-CU-OE-CTL; *Miller v.*
17 *Stanbridge University*, Orange County Superior Court Case No. 30-2021-01206298-CU-OE-
18 CXC; *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No. 20STCV29048;
19 *Wise v. Le Petite Academy, Inc.*, San Joaquin Superior Court Case No., STK-CV-UOE-2021-
20 10561; *Chambers v. SOMACIS, Inc.*, San Diego Superior Court Case No. 37-2021-00033445-
21 CU-OE-CTL; *Johnson v. FS Palo Alto Employment, Inc.*, Santa Clara Superior Court Case No.
22 21CV389927; *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case
23 No. BC617356; *Moss v. Sares Regis Operating Company, L.P.*, Orange County Superior Court
24 Case No. 30-2021-01201041-CU-OE-CXC; and *Rodriguez v. City National Bank*, Los Angeles
25 Superior Court Case No. 20STCV29761.

26 47. At the time the Parties negotiated the Settlement Agreement, I did not have a final
27 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
28 that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred

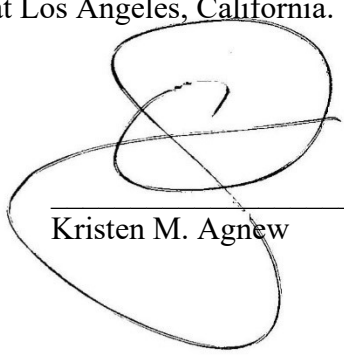
costs in the amount of \$12,328.45 for litigation related expenses. Attached hereto as **Exhibit 5** is a true and correct copy of the cost report.

NOTICE TO LWDA

48. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit 6** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 15, 2024, at Los Angeles, California.



Kristen M. Agnew

EXHIBIT 1

ALEXIS TRISTAN

c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 15, 2023

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Tristan v. American Homes 4 Rent, L.P.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against American Homes 4 Rent, L.P. (the “Company”). I allege that the Company:

1. Violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and other employees. Specifically, the Company has failed to list the accurate total hours worked on wage statements furnished to me and other employees when overtime wages are paid. When overtime wages are paid and the applicable hours are added up in each respective wage statement, it does not correlate to the correct number of total hours worked during each pay period.

The address for the Company is:

American Homes 4 Rent, L.P.
280 Pilot Road
Suite 200
Las Vegas, NV 89119

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

DEAC77EA82F24D2...
Alexis Tristan

cc: American Homes 4 Rent, L.P. (by certified mail)

EXHIBIT 2

ALEXIS TRISTAN

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

August 11, 2023

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Tristan v. American Homes 4 Rent, L.P*
LWDA Case No. LWDA-CM-955041-23

To Whom It May Concern:

This correspondence shall constitute a supplemental written notice under Labor Code section 2699.3 of claims against my former employer American Homes 4 Rent, L.P. (“the Company”). In addition to the claims identified in my letter submitted on May 15, 2023, I further allege that:

1. The Company violated Labor Code section 226(a) by furnishing wage statements that omit the correct overtime hourly rates and/or the corresponding number of hours worked at each rate. Specifically, when overtime wages are paid to me and other non-exempt employees, the corresponding wage statement displays the overtime on two or more lines—“overtime hours” and “overtime premium.” The rate that is displayed as the “overtime premium” appears to be more than the rate that the Company actually uses to calculate the “overtime premium” wages paid to me and other employees. Additionally, as a separate violation of Labor Code section 226(a), when the “overtime premium” rate and/or “overtime hours” rate is multiplied by the corresponding number of hours worked at each rate, it does not correlate to the amount of overtime wages displayed on the wage statement. Moreover, as a further violation of Labor Code section 226(a), the wage statement does not display the accurate number of overtime hours worked.
2. The Company violated Labor Code sections 510, 558, and 1194 by paying overtime wages at a rate below 1.5x the regular rate of pay. When overtime wages are paid to me and other non-exempt employees, the overtime rate is less than 1.5x an employee’s regular rate of pay. As a result of such violations, the Company violated Labor Code sections 201, 202 and 203 by not paying employees all of their wages upon separation of employment due to the underpaid overtime wages.

August 11, 2023

Page 2

The address for the Company is as follows:

American Homes 4 Rent, L.P.

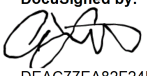
280 Pilot Road

Suite 200

Las Vegas, NV 89119

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

DEAC77EA82F24D2...
Alexis Tristan

cc: American Homes 4 Rent, L.P. (by certified mail and notice to counsel)

EXHIBIT 3

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
Nicholas Rosenthal (State Bar No. 268297)
nrosenthal@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEXIS TRISTAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICAN HOMES 4 RENT, L.P., a Delaware
limited partnership; and DOES 1 through 50,
inclusive,

Defendants

Case No. 23STCV17006

[Assigned for all purposes to the Honorable
Gregory Keosian, Department 61]

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

Complaint Filed: July 20, 2023
Trial Date: None Set

1 This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the Private
2 Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), is made by and between
3 Alexis Tristan (“Tristan” or “Plaintiff”), individually and as representative on behalf of Aggrieved
4 Employees as further defined herein and the State of California, and American Homes 4 Rent, L.P.
5 (“American Homes 4 Rent” or “Defendant”). Tristan and American Homes 4 Rent are collectively
6 referred to herein as the “Parties” and may be individually referred to as a “Party.”

7 **A. FACTUAL BACKGROUND**

8 1. This Settlement is made and entered into by and between Plaintiff and Defendant, and is
9 subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly
10 acknowledge that this Agreement is entered into solely for the purpose of compromising significantly
11 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
12 Defendant denies that it is liable to Plaintiff or the Aggrieved Employees and denies that it has violated
13 any law.

14 2. On May 15, 2023, Plaintiff filed a notice with the Labor & Workforce Development
15 Agency (“LWDA”) alleging that Defendant violated Labor Code section 226 (“PAGA Notice”). Plaintiff
16 alleged that when Defendant paid overtime wages, the corresponding wage statement failed to list the
17 accurate total hours worked.

18 3. On May 16, 2023, Plaintiff filed a Class Action Complaint in the matter of *Alexis Tristan*
19 *v. American Homes 4 Rent, L.P.*, Los Angeles Superior Court Case No. 23STCV11086 (the “Class
20 Action”). In the Class Action, Plaintiff alleges a single cause of action for violation of Labor Code section
21 226(a).

22 4. On July 20, 2023, Plaintiff filed a Representative Action Complaint for Violation of Labor
23 Code § 2698, Et. Seq. in the matter of *Alexis Tristan v. American Homes 4 Rent, L.P.*, Los Angeles
24 Superior Court Case No. 23STCV17006 (the “Action”).

25 5. On August 11, 2023, Plaintiff filed a supplemental notice with the LWDA (“Supplemental
26 PAGA Notice”). As set forth the in the Supplemental PAGA Notice, Plaintiff alleges that Defendant
27 failed to accurately display the correct overtime rate and/or corresponding hours worked on its wage
28 statement, in violation of Labor Code section 226(a). Plaintiff further alleged that Defendant paid
overtime wages at a rate below 1.5x the regular rate of pay, in violation of Labor Code sections 510, 558

1 and 1194.

2 6. On August 15, 2023, Plaintiff filed the operative First Amended Representative Action
3 Complaint (the "First Amended Complaint" or "FAC"). As set forth in the FAC, Plaintiff seeks civil
4 penalties predicated on Defendant's alleged violation of Labor Code sections 201, 202, 203 226, 510,
5 558, 1194 and 2698.

6 7. Defendant denies all allegations in the Action and all claims of any wrongdoing
7 whatsoever by Defendant or any of its parents, subsidiaries, affiliates, divisions, agents, servants, or
8 employees for any claims.

9 8. The Parties attended mediation on December 12, 2023, with mediator Michael Loeb. The
10 Parties reached a settlement of the Action during mediation.

11 9. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore
12 believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle,
13 compromise, and discharge all disputes and claims arising from or relating to the Action.

14 **B. DEFINITIONS**

15 1. "Action" means *Alexis Tristan v. American Homes 4 Rent, L.P.*, filed on July 20, 2023, in
16 the Superior Court of California, County of Los Angeles Superior Court Case No. 23STCV17006.

17 2. "Aggrieved Employees" means all current and former non-exempt employees in the State
18 of California who received the payment of overtime wages during the period from May 15, 2022, through
19 December 12, 2023.

20 3. "Agreement" or "Settlement" means this Joint Stipulation of Settlement and Release.

21 4. "Plaintiff's Counsel" means Larry W. Lee, Kristen M. Agnew and Nicholas Rosenthal of
22 Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

23 5. "Court" means the Los Angeles County Superior Court of California.

24 6. "Defendant" or "American Homes 4 Rent" means American Homes 4 Rent, L.P.

25 7. "Defense Counsel" or "Counsel for the Defendant" means Mark D. Kruthers of
26 Fennemore Dowling Aaron.

27 8. "Effective Date" means the later of the following: (a) if no timely objections are filed or
28 if all objections are withdrawn, the date upon which the Court enters the order and judgment approving
the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such

1 appeal being filed; and (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of
2 any such appeal in a way that does not alter the terms of the Settlement.

3 9. "Enhancement Payment" means the amount that the Court authorizes to be paid to
4 Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks in
5 assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the
6 Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00). The Enhancement
7 Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiff that the Court has
8 final discretion in any Enhancement Payment.

9 10. "First Amended Complaint" or "FAC" means the operative First Amended Representative
10 Action Complaint in this Action.

11 11. "Gross Settlement Amount" means the gross amount of One Hundred Ninety-Five
12 Thousand Dollars (\$195,000.00) to be paid by Defendant as provided by this Agreement to fully and
13 finally settle, resolve, and conclude this Action as to Released Parties, as providing under this Agreement,
14 without any admission of fault or liability. The Gross Settlement Amount includes the PAGA Penalties
15 Fund (including all payment owed to the Aggrieved Employees and the LWDA), the Enhancement
16 Payment to Plaintiff, Settlement Administration Costs, and Attorneys' Fees and Costs.

17 12. "Individual Settlement Payment" means the amount payable from the PAGA Penalties
18 Fund to each Aggrieved Employee.

19 13. "PAGA Penalties Fund" means the balance of the Gross Settlement Amount remaining
20 after deduction of the approved Enhancement Payment to Plaintiff, Settlement Administration Costs, and
21 Attorneys' Fees and Costs.

22 14. "PAGA Period" means the period of May 15, 2022, through December 12, 2023.

23 15. "Parties" means Plaintiff and Defendant, together.

24 16. "Plaintiff" means Alexis Tristan.

25 17. "Released Claims" means all claims for civil penalties under the California Private
26 Attorneys' General Act, including costs and attorneys' fees related thereto, predicated upon violation of
27 Labor Code sections 201, 202, 203, 226(a), 510, 558 and 1194, based on the facts as alleged in the First
28 Amended Complaint, that accrued during the PAGA Period.

18. "Released Parties" means Defendant and any and all parents, affiliated companies,

1 subsidiaries, divisions, predecessors, successors, subsidiaries of American Homes 4 Rent, and each of
2 their respective past, present, and future parents, affiliated companies, subsidiaries, divisions,
3 predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers,
4 reinsurers and assigns and each of their past, present and future officers, investors, directors, executives,
5 trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the
6 Released Parties, and any other persons or entities acting on behalf of or in concert with any of the
7 foregoing.

8 19. "Settlement Administration Costs" means the fees and expenses reasonably incurred by
9 the Settlement Administrator as a result of the procedures and processes expressly required for
10 completion of the settlement and by this Agreement, which are estimated at Two Thousand Eighty
11 Hundred Fifty Dollars (\$2,850.00). Any portion of the Settlement Administration Costs not used or
12 approved by the Court shall be added to the PAGA Penalties Fund.

13 20. "Settlement Administrator" means Phoenix Settlement Administrators.

14 **C. DISMISSAL OF THE RELATED CLASS ACTION**

15 Plaintiff and Defendant are parties to the related class action entitled, *Alexis Tristan v. American*
16 *Homes 4 Rent, L.P.*, Los Angeles Superior Court Case No. 23STCV11086 (the "Class Action"). Within
17 ten (10) calendar days of the full execution of the Settlement Agreement, Plaintiff shall cause the
18 dismissal of the Class Action. The dismissal shall be *with* prejudice as to Plaintiff, but *without* prejudice
19 as to all other purported class members. The Parties recognize that dismissal of the Class Action is a
20 material part of this Settlement. Accordingly, in the event the Court declines Plaintiff's request to dismiss
21 the Class Action, Defendant may elect to void the Settlement. However, Defendant must notify counsel
22 for Plaintiff of any intent to do so within ten (10) calendar days from being notified of the Court's refusal
23 to dismiss the Class Action.

24 **D. PAYMENT OF CONSIDERATION**

25 1. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount
26 as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2)
27 Attorneys' Fees and Costs; (3) Enhancement Payment; (4) Settlement Administration Costs; and (5)
28 payment to the LWDA. The Parties agree that this is a non-reversionary Settlement and that no portion
of the Gross Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement

1 Administrator for disbursement in accordance with the Court's order and judgment approving the PAGA
2 Settlement.

3 2. Escalator Clause. The Gross Settlement Amount was calculated with, and is premised on,
4 Defendant's representation that there are a maximum of 2,806 pay periods in which Aggrieved
5 Employees received the payment of overtime wages during the PAGA Period. If the number of pay
6 periods at issue during the PAGA Period increases by ten (10%) or more (i.e., is more than 3,087), the
7 Gross Settlement Amount will increase in proportion to the increase in the pay period count above ten
8 percent (10%). For instance, a twelve (12%) increase in the pay period count will result in a two (2%)
9 increase in the Gross Settlement Amount. Prior to the filing of the stipulation for PAGA settlement
10 approval, Defendant shall provide a spreadsheet that sets forth the number of Aggrieved Employees and
11 the number of pay periods each Aggrieved Employee received the payment of overtime wages during the
12 PAGA Period.

13 3. Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and
14 promises set forth in this Agreement (and subject to the terms and conditions contained in this
15 Agreement), Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator
16 within thirty (30) days after the Effective Date. The Settlement Administrator shall place the Gross
17 Settlement Amount into a Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing
18 account established by the Settlement Administrator at a federally-insured bank that is mutually
19 acceptable to the Parties and the Settlement Administrator. The funds in the QSF shall be invested either
20 in short-term U.S. Treasury securities with maturity dates of less than 90 days at the time of deposit, or
21 in an SEC-registered money market fund investing exclusively in U.S. Treasury securities with average
22 maturities of less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is
23 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and
24 Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement
25 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and
26 administer the Settlement Account in such a manner as to qualify and maintain the qualification of the
27 QSF as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg.
28 § 1.468B-1; (2) satisfy all federal, state, and local income and other tax reporting, return, and filing
requirements with respect to the QSF, and any interest or other income earned by the QSF, and (3) satisfy

1 out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the
2 interest or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in connection with
3 the opening and administration of the QSF and the performance of its duties and functions as described
4 in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as, and shall be,
5 included in the costs of administering the QSF and as Claims Administration Expenses. The Parties and
6 the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund
7 on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
8 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties
9 agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary
10 to carry out the provisions of this Section.

11 4. Allocation of the PAGA Penalties Fund. The PAGA Penalties Fund shall be used to satisfy
12 Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in accordance with
13 the terms of this Agreement. The PAGA Penalties Fund is the maximum amount that will be available
14 for distribution to the LWDA and Aggrieved Employees in full satisfaction of all Released Claims.
15 Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA,
16 and the remaining twenty-five percent (25%), will be paid to all Aggrieved Employees ("Net PAGA
17 Payment").

18 5. Calculation of Individual Settlement Payment. The Settlement Administrator shall
19 calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number of
20 pay periods in which Aggrieved Employees received the payment of overtime wages during the PAGA
21 Period. That value will then be multiplied by the number of pay periods in which respective Aggrieved
22 Employee received the payment of overtime wages during the PAGA Period. Aggrieved Employees are
23 entitled to 100% of the Net PAGA Payment.

24 6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments
25 shall be allocated as 100% as penalties. The amount of payments shall be reported on an IRS Form 1099
26 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or
27 federal tax withholdings.

28 7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved

Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as an Aggrieved Employee. It is understood by Plaintiff that the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Enhancement Payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall be added to the PAGA Penalties Fund and shall be distributed to Aggrieved Employees as provided in this Agreement.

9. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees that Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed Sixty Five Thousand Dollars (\$65,000.00) and will request actual costs, up to a maximum of Fifteen Thousand Dollars (\$15,000.00) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the PAGA Penalties Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

10. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Two Thousand Eighty Hundred Fifty Dollars (\$2,850.00). These costs, which shall be paid

1 from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual
2 Settlement Payments, the issuance of Form 1099 IRS forms, establishing a Qualified Settlement Fund,
3 administering and distributing the Gross Settlement Amount, and providing necessary reports and
4 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the PAGA
5 Penalties Fund and shall be distributed to Aggrieved Employees and the LWDA as provided in this
6 Agreement.

7 **E. ADMINISTRATION OF SETTLEMENT**

8 1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an order
9 granting approval of the Settlement, which shall include findings and orders: (i) approving the Settlement,
10 (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of California, (iii)
11 reciting the release terms, (iv) directing that the Settlement's terms and provisions be carried out; (v)
12 entering final judgment in accordance with this Agreement and without further fees or costs to any party
13 except as expressly set forth in this Agreement; and (vi) retaining jurisdiction to oversee administration
14 and enforcement of the terms of this Agreement and the Court's orders. Plaintiff's motion shall be
15 unopposed by Defendant, unless Plaintiff's approval motion seeks relief inconsistent with or not specified
16 by this Agreement. In such event, Defendant reserves the right to address any assertions that are not
17 contained in this Agreement.

18 2. Settlement Administration. The Parties agree to cooperate in the administration of the
19 Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
20 the administration of the Settlement. The Settlement Administrator shall provide the following services:

- 21 a. Establish and maintain a Qualified Settlement Fund account;
- 22 b. Calculate the Individual Settlement Payment to be paid to each Aggrieved Employee in
23 accordance with the terms and provisions of this Agreement;
- 24 c. Print and issue Individual Settlement Payment checks;
- 25 d. Verify the last known address for each Aggrieved Employee through a generally utilized,
26 national address update database prior to mailing the Individual Settlement Payment
27 check;
- 28 e. Disburse any awards of costs and attorneys' fees and the Enhancement Payment;
- f. Prepare and issue 1099 Forms; and

g. Perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3. Delivery of the Aggrieved Employee List and Data. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a Microsoft Office Excel spreadsheet and shall include each Aggrieved Employee's: full name; employee number; most recent mailing address; social security number; and the number of pay periods in which the employee received the payment of overtime wages during the PAGA Period. The Settlement Administrator shall maintain the spreadsheet and the information on the spreadsheet as private and confidential and shall not disclose such data to any persons or entities other than Defense Counsel. The spreadsheet is being supplied solely to be used for settlement notification and settlement administration purposes, and shall not be used for any other purpose by the Settlement Administrator. The Parties agree that the spreadsheet and/or the information on the spreadsheet will not be used to solicit Aggrieved Employees to file any claim, charge, or complaint of any kind whatsoever against Defendant or any individual/entity associated with Defendant, and will only be used to administer the Settlement under the terms provided herein. The spreadsheet and the information on the spreadsheet shall not be disclosed to Plaintiff's Counsel, except that relevant information regarding the total number of pay periods in which the employee received the payment of overtime wages during the PAGA Period can be disclosed to address any issues with respect to the applicability of the Escalator Clause set forth above. Plaintiff's Counsel shall not access, disclose, or use any information from the spreadsheet for any other purpose, whether now or in the future.

4. Timing of Distribution. Within ten (10) business days after the payment of the entire Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5. Mailing of Individual Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented

by settlement checks that remained un-cashed for more than 180 days after issuance shall be paid out pursuant to California Code of Civil Procedure section 384 to the following *cy pres* recipient: Legal Aid at Work.

F. RELEASE OF CLAIMS & DENIAL OF LIABILITY

6. Release of Claims by Aggrieved Employees Upon the payment of the Gross Settlement Amount by Defendant, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have fully and finally released and discharged the Released Parties from all Released Claims. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by Aggrieved Employees against the Released Parties for any individual wage and hour claims.

7. No Right to Opt-Out. The Parties agree there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

8. General Release and Waiver of Claims by Plaintiff. As a condition to obtaining the Enhancement Payment provided for herein, Plaintiff (on behalf of herself and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against Defendant—which shall include without limitation any and all claims which in any way relate to her employment with Defendant or termination thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Plaintiff further expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.**”

9. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,

1 discussions or communications, nor any materials prepared, exchanged, issued or used during the course
2 of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be
3 used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other
4 forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
5 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the
6 foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the
7 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court
8 entered into in connection therewith, including, without limitation, by Defendant should any party seek
9 relief against any of the Released Parties on any Released Claims.

10 10. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys'
11 fees and costs related to this Action except as specifically provided in this Agreement with respect to
12 Attorneys' Fees and Cost.

13 **G. MISCELLANEOUS**

14 1. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and
15 Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called
16 for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation,
17 or calculation by Defendant, Defendant's counsel, Plaintiff's Counsel, or by the Settlement Administrator
18 in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be solely
19 responsible for the payment of any and all taxes and penalties assessed on their respective payments
20 described herein and will defend, indemnify, and hold Defendant, Defendant's counsel, Plaintiff's
21 Counsel and the Settlement Administrator free and harmless from and against any claims resulting from
22 treatment of such payments as non-taxable penalties/damages.

23 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
24 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
25 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES
26 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
27 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
28 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED

1 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
2 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
3 PARTY (A) HAS RELIED EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL
4 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
5 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
11 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
12 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
13 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
14 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
15 BY THIS AGREEMENT.

16 3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
17 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
19 action or right herein released and discharged. None of the rights, commitments, or obligations
20 recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel
21 without the express written consent of each Party. Plaintiff expressly warrants that Plaintiff has not
22 transferred to any person or entity any right or cause of action, or claim released by this Agreement.

23 4. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
24 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
25 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
26 and the Parties will be returned to their original respective positions.

27 5. Continued Jurisdiction. After entry of the judgment, the Court will have continuing
28 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be

appropriate under court rules or as set forth in this Settlement.

6. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

7. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

8. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

10. California Law Governs. All terms of this Settlement Agreement and Exhibit A will be governed by and interpreted according to the laws of the State of California.

11. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the

1 fairness and reasonableness of this Settlement.

2 13. No Public Comment. The Parties and their counsel agree that they will not issue any press
3 releases, post any information on websites in any other public forum, initiate contact with the press,
4 respond to any press inquiry, or have any communication with the press about the above-captioned action
5 or the fact, amount, or terms of the settlement of the above-captioned action.

6 14. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
7 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
8 applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any
9 provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and
10 enforceability of the remaining provisions contained herein shall not be affected.

11 15. Captions. The captions and section numbers in this Agreement are inserted for the
12 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
13 provisions of this Agreement.

14 16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
15 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
16 further waiver by such party of the same or any other condition, covenant, right or remedy.

17 17. Enforcement Action. In the event that one or more of the Parties institutes any legal action
18 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
19 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
20 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
21 witness fees incurred in connection with any enforcement actions.

22 18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
23 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
24 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
25 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
26 Parties have contributed to the preparation of this Agreement.

27 19. Representation by Counsel. The Parties acknowledge that they have been represented by
28 counsel throughout all negotiations that preceded the execution of this Agreement, and that this
Agreement has been executed with the consent and advice of counsel, and reviewed in full.

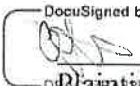
20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 1/23/2024

PLAINTIFF ALEXIS TRISTAN

DocuSigned by:


Plaintiff Alexis Tristan

DATED: _____

DEFENDANT AMERICAN HOMES 4 RENT, L.P.

Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED AS TO FORM

DATED: 1/24/2024

DIVERSITY LAW GROUP, P.C.



Kristen M. Agnew
Attorneys for Plaintiff and the Aggrieved Employees

20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: _____

PLAINTIFF ALEXIS TRISTAN

Plaintiff Alexis Tristan

DATED: 1/25/2024 | 7:32 AM PST

DEFENDANT AMERICAN HOMES 4 RENT, L.P.

DocuSigned by:

Sara Vogt-Lowell

EAG4F2F3403A431...

Sara Vogt-Lowell

Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED AS TO FORM

DATED: _____

DIVERSITY LAW GROUP, P.C.

Kristen M. Agnew

Attorneys for Plaintiff and the Aggrieved Employees

1 DATED: Jan. 26, 2024

FENNEMORE DOWLING AARON

2 

3 Mark D. Kruthers

4 Attorney for Defendant American Homes 4 Rent, L.P.

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EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: *Alexis Tristan v. American Homes 4 Rent, L.P.*
Los Angeles Superior Court Case No. 23STCV17006

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 *Alexis Tristan v. American Homes 4 Rent, L.P.*, Los Angeles Superior Court Case No. 23STCV17006 (the "Action").

Alexis Tristan ("Named Plaintiff") filed the Action against American Homes 4 Rent, L.P. ("American Homes 4 Rent") on behalf of the State of California seeking an award of penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA").

The Named Plaintiff in the Action claimed that American Homes 4 Rent owed penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 226(a), 510, 558 and 1194 related to non-exempt employees of American Homes 4 Rent who were paid overtime wages during the period of May 15, 2022 through December 12, 2023. You have been identified as one of the individuals who was paid overtime wages during the applicable time frame.

Neither the Court, the State of California, nor any other trier of fact has concluded that American Homes 4 Rent did anything wrong or that it owes penalties to any entity or individual. American Homes 4 Rent disputes the allegations in the Action and contends it complied with all applicable laws. However, in an effort to avoid the costs associated with defending against the Action, American Homes 4 Rent agreed to enter into a settlement of the Action. In agreeing to the settlement, American Homes 4 Rent does not admit that it is liable, in any way, to the State of California, the Named Plaintiff, or any other current or former employee.

The Court has approved the settlement thereby resolving the Action. As such, any claims against American Homes 4 Rent for civil penalties under the California Private Attorneys' General Act, including costs and attorneys' fees related thereto, predicated upon violation of Labor Code sections 201, 202, 203, 226(a), 510, 558 and 1194, based on the facts as alleged in the First Amended Complaint, that accrued during the PAGA Period (May 15, 2022, through December 12, 2023) have been resolved. The settlement provides for a cash payment to be made by American Homes 4 Rent ("Gross Settlement Amount"). After deducting the service award to the Named Plaintiff, attorneys' fees, actual litigation costs, and the Settlement Administrator's costs from the Gross Settlement Amount, the remaining balance represents the Distribution Amount. By statute, seventy-five percent of the Distribution Amount goes to the State of California's Labor and Workforce Development Agency. The remaining twenty-five percent of the Distribution Amount will be paid to the non-exempt employees of American

1 Homes 4 Rent who were paid overtime wages during the period of May 15, 2022 through December 12,
2 2023.. Pursuant to the settlement, enclosed is a check for your share of the Distribution Amount
3 calculated based on the number of pay periods you were paid overtime during the time frame of May 15,
4 2022 through December 12, 2023.

5 Please Note: One hundred percent (100%) of the payment you are receiving in connection with
6 the settlement will be considered penalties reported on IRS Form 1099, and may be subject to local,
7 state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should
8 rely on your own tax advisors as to the tax consequences of your share of the Distribution Amount.
9 Neither the Named Plaintiff nor American Homes 4 Rent have made any representations or warranties
10 regarding the taxation of your share of the Distribution Amount.. Nothing in this Notice or any other
11 communication shall constitute or be construed or relied upon as tax advice.

12 **PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO**
13 **ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU**
14 **MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:**
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EXHIBIT 4

Kristen M. Agnew Time and Task Chart
Alexis Tristan v. American Homes 4 Rent, L.P.
Los Angeles Superior Court Case No. 23STCV17006

Hours	Description of Work
2.70	Initial research and review of background facts in preparation for filing of class action; conduct research re theories of liability; confer with co-counsel re same.
2.20	Draft PAGA notice and class action complaint for damages; confer with co-counsel re same.
.50	Confer with client re status of case and claims being pursued.
1.40	Draft representative PAGA complaint; confer with co-counsel re same.
.20	Confer with defense counsel re service of PAGA complaint by notice of acknowledgment.
6.30	Confer with defense counsel re arbitration agreement; review and analyze arbitration agreement; conduct research re enforceability of arbitration agreement; confer with co-counsel re same.
1.80	Analyze client's wage statements for compliance with overtime regular rate requirements; confer with co-counsel re same.
2.90	Draft Supplemental PAGA Notice, first amended representative action complaint, and proposed amended class action complaint.
.40	Confer with client re status of case and Supplemental PAGA Notice.
1.20	Confer with defense counsel re calculation of regular rate of pay and total hours worked violation; confer with co-counsel re same.
2.40	Review and analyze Plaintiff's time records and payroll records; confer with co-counsel re findings.
1.00	Confer with defense counsel re mediation; prepare outline of data points required for mediation; confer with co-counsel re same.
.90	Confer with client re mediation strategy and analysis of claims.
1.50	Review and analyze data produced by Defendant for mediation; prepare penalties analysis; confer with co-counsel re same.
1.10	Prepare for and participate in pre-mediation conference call with defense counsel and mediator.
16.30	Draft mediation statement; legal research re same; confer with counsel re strategy for mediation; attend all day mediation.
.70	Confer with client re settlement process.
7.90	Draft Joint Stipulation of Settlement and Release ("Agreement" or "Settlement"); review and respond to Defendant's proposed revisions to Settlement Agreement; confer with co-counsel re same.
.50	Confer with co-counsel re January 4, 2024 case management conference; draft joint report re same.

Hours	Description of Work
.80	Confer with Phoenix re bid for administering settlement; review terms of proposed bid.
1.50	Draft joint stipulation re dismissal of class action; confer with co-counsel re revisions.
10.40	Draft and revise motion for approval of Settlement Agreement and supporting declarations; confer with co-counsel re same.
64.60	TOTAL HOURS

EXHIBIT 5

2/13/2024
8:40 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Tristan v. American PAGA
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75122	EXP	Olympia	1	75.00	75.00
5/15/2023		Court fees			
WIP		Tristan v. American PAGA			
LWDA					
75178	EXP	Erika Mejia	1	1493.07	1493.07
5/16/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Complaint					
75456	EXP	Erika Mejia	1	172.86	172.86
5/24/2023		Atty Service			
WIP		Tristan v. American PAGA			
Attorney Service - Complaint Service					
75402	EXP	Olympia	1	0.25	0.25
5/31/2023		Photocopies			
WIP		Tristan v. American PAGA			
Photocopies					
75403	EXP	Olympia	1	6.85	6.85
5/31/2023		Postage			
WIP		Tristan v. American PAGA			
Postage					
75469	EXP	Erika Mejia	1	154.85	154.85
5/31/2023		Atty Service			
WIP		Tristan v. American PAGA			
Attorney Service - Complaint Service					
75480	EXP	Erika Mejia	1	15.02	15.02
6/8/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - POS of Summons					
75500	EXP	Olympia	1	15.02	15.02
6/15/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Notice of ISC					

2/13/2024
8:40 AM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75596	EXP	Olympia	13	0.25	3.25
6/30/2023		Photocopies			
WIP		Tristan v. American PAGA			
Photocopies					
75597	EXP	Olympia	1	1.08	1.08
6/30/2023		Postage			
WIP		Tristan v. American PAGA			
Postage					
75724	EXP	Erika Mejia	1	493.07	493.07
7/20/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Complaint (1493.07-1000					
Complex Fees Refund)					
75818	EXP	Olympia	1	15.02	15.02
8/4/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Notice of Minute Order					
75958	EXP	Erika Mejia	1	15.02	15.02
8/15/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - FAC					
75956	EXP	Olympia	1	15.02	15.02
8/15/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Notice of CMC &					
Reassignment					
76025	EXP	Erika Mejia	1	15.02	15.02
8/30/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - POS of Summons & Notice &					
Acknowledgment of Receipt					
76098	EXP	Olympia	1	17.06	17.06
8/31/2023		Postage			
WIP		Tristan v. American PAGA			
Postage					
76216	EXP	Erika Mejia	1	35.62	35.62
9/20/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Joint Stip to Cont ISC					

2/13/2024
8:40 AM

DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
76810	EXP	Olympia	1	9475.00	9475.00
11/21/2023		Arbitrators			
WIP		Tristan v. American PAGA			
JAMS Mediation					
77009	EXP	Olympia	1	132.42	132.42
12/13/2023		Court fees			
WIP		Tristan v. American PAGA			
Case Anywhere					
77032	EXP	Erika Mejia	1	15.02	15.02
12/19/2023		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - CMS					
77128	EXP	Olympia	1	61.65	61.65
1/9/2024		Court fees			
WIP		Tristan v. American PAGA			
Motion for PAGA Reservation					
77165	EXP	Olympia	1	15.02	15.02
1/9/2024		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Notice of CMC					
77170	EXP	Erika Mejia	1	15.02	15.02
1/10/2024		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - CMS					
77390	EXP	Olympia	1	35.62	35.62
2/2/2024		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Stip for Dismissal					
77473	EXP	Erika Mejia	1	35.62	35.62
2/8/2024		Court fees			
WIP		Tristan v. American PAGA			
ACE E Filing - Stip for Dismissal					
Grand Total					
			Billable	0.00	12328.45
			Unbillable	0.00	0.00
			Total	0.00	12328.45

EXHIBIT 6