SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act of 2004 ("PAGA") Claim ("Agreement") is made by and between Plaintiffs GAVIN TAYLOR, KEVIN BRICENO, and ANNA GUZMAN-PELLOW (together, "Plaintiffs") on behalf of themselves individually and acting as private attorneys general on behalf of other allegedly Aggrieved Employees (as defined below), and Defendants CBRE GROUP, INC. and CBRE, INC. (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the action Plaintiffs filed against Defendants captioned *Gavin Taylor v. CBRE, Inc., et. al.*, Case No. 23STCV27888, initiated on November 14, 2023, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all non-exempt, hourly workers in California who at any time during the PAGA Period were employed by Defendants.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Complaint" means the operative Second Amended Complaint in the Action.

1.9. "Defendants" means named Defendants CBRE GROUP, INC. and CBRE, INC.

1.10. "Defense Counsel" means and refers to GREENBERG TRAURIG, LLP, counsel for Defendants in the Action.

1.11. "Effective Date" means and refers to the date the Settlement shall become effective which will be the later of the following: (a) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting approval of this Settlement and entering the judgment in the Action, provided that no timely appeal is taken of the order of approval and/or the entering of judgment in the Action; or (b) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1.12. "Gross Settlement Amount" means $1,500,000.00 which is the total and maximum amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Representative Enhancement Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the Net Settlement Amount, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court following approval of the Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency.

1.16. "LWDA PAGA Payment" means the seventy-five percent (75%) of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the Representative Enhancement Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 75% to the LWDA, as the LWDA PAGA Payment, and 25% to the Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means Haig B. Kazandjian Lawyers, APC, the attorneys representing the Plaintiffs in the Action.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.

1.21. "PAGA Period" means the period from October 13, 2022 through October 10, 2024.

1.22. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.)*.

1.23. "PAGA Notice" means Plaintiff Gavin Taylor's June 12, 2023 letter, Plaintiff Kevin Briceno's November 29, 2023 letter, and Plaintiff Anna Guzman-Pellow's December 11, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.24. "Plaintiffs" means GAVIN TAYLOR, KEVIN BRICENO and ANNA GUZMAN-PELLOW.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and each of their respective former and present parent companies, subsidiaries, divisions, related or affiliated companies, directors, officers, shareholders, owners, members, employees, agents, principals, representatives, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the Released PAGA Claims, and Defendants' counsel of record in the Action.

1.28. "Representative Enhancement Award" means the Court-approved payment to Plaintiffs, in addition to Plaintiffs' Individual PAGA Payments, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) total for the Plaintiffs (Gavin Taylor, Kevin Briceno, and Anna Guzman-Pellow), in the amount of $10,000.00 each, in exchange for the general release and waiver of claims specified in this Agreement, which shall be paid out of the Gross Settlement Amount.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. <u>RECITALS</u>

2.1. On June 12, 2023, Plaintiff Gavin Taylor sent a PAGA Notice to Defendants and the LWDA indicating his intention to pursue a PAGA action to recover civil penalties for various purported wage and hour violations of the California Labor Code. On November 29, 2023, and December 11, 2023, respectively, Plaintiff Kevin Briceno and Plaintiff Anna Guzman-Pellow also sent PAGA Notices to Defendants and the LWDA.

2.2. On November 14, 2023, Plaintiff Gavin Taylor commenced the Action by filing a complaint alleging a single cause of action for penalties under the PAGA against Defendants, based upon various purported violations of the California Labor Code including failure to provide employment records, failure to pay overtime and double time, failure to pay minimum wage, failure to provide rest and meal periods, failure to keep accurate payroll records and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay all wages earned, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary, business-related expenses, failure to provide notice of paid sick time and accrual, and engagement in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, California Code of Regulations, Title 8, sections 11010, *et seq.,* as well as violations of the applicable IWC Wage Order.

2.3. On February 28, 2025, Plaintiffs filed the Second Amended Complaint, which added Plaintiffs Kevin Briceno and Anna Guzman-Pellow to the Action, and which otherwise made no substantive changes to the factual allegations set forth.

2.4. Defendants deny all the allegations in the Action, including all PAGA representative claims, and further deny they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

2.5. On August 27, 2024, the Parties participated in an all-day mediation presided over by Steve Rottman which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, information and documentation concerning the claims set forth in the Action, such as documentation regarding Plaintiffs' employment; information regarding the number of Aggrieved Employees; the total pay periods worked by the Aggrieved Employees; Defendants' wage and hour policies; and time and payroll data related to the Aggrieved Employees.

2.7. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.8. If the Court does not grant approval of the Settlement, the Action shall be returned to its status as of August 27, 2024.

3. <u>MONETARY TERMS</u>

3.1. Subject to the Court's approval of this Settlement pursuant to Labor Code section 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding Settlement of the Action.

3.2. <u>Gross Settlement Amount:</u> Except as otherwise provided herein, Defendants promise to pay $1,500,000.00, and no more, as the Gross Settlement Amount, which includes the maximum amounts of payments Plaintiffs will request the Court to award in Paragraph 3.3 below. Under no circumstances will Defendants pay more than the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.3. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.3.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than forty percent (40%), which is currently estimated to be six-hundred thousand dollars and zero cents ($600,000.00), plus a PAGA Counsel Litigation Expenses Payment of not more than $30,000.00, according to proof of costs (though not proof of attorneys' fees). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a joint stipulation for approval of settlement, including for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that a decision by the Court to award PAGA Counsel amounts less than the requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment shall not be a basis for Plaintiffs to void this Agreement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.3.2. To the Administrator: An Administrator Expenses Payment not to exceed $10,513.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $10,513.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.3.3. To the Plaintiffs: Subject to Court approval, a Representative Enhancement Award not to exceed $30,000.00 total for the Plaintiffs (Gavin Taylor, Kevin Briceno, and Anna Guzman-Pellow), in the amount of $10,000.00 each, which amount is in addition to Plaintiffs' Individual PAGA Payment. Defendants will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiffs and/or PAGA Counsel will file an application or motion for Representative Enhancement Award. If the Court approves a Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that a decision by the Court to award Plaintiff an amount less than the requested Representative Enhancement Award shall not be a basis for Plaintiff to void this Agreement. The Administrator will pay the Representative Enhancement Award using an IRS 1099 Form. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative Enhancement Award.

3.3.4. To the LWDA and Aggrieved Employees: The Net Settlement Amount will be allocated seventy-five percent (75%) (approximately $622,115.25) to the LWDA PAGA Payment and twenty-five percent (25%) (approximately $207,371.75) to the Individual PAGA Payments.

3.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the Net Settlement Amount (approximately $207,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.4.2. Each Individual PAGA Payment shall be treated as non-wage income and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there are four thousand one hundred forty (4,140) Aggrieved Employees who worked a total 139,439 PAGA Pay Periods in the time period of October 13, 2022 through October 10, 2024.

4.2. Aggrieved Employee Data. Within fourteen (14) calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Within five (5) business days of the Effective Date, the Administrator shall send Defendants' Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Representative Enhancement Award, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release all Released Parties of any and all claims as follows:

5.1. <u>Plaintiffs' Release</u>. Plaintiffs and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendants and the Released Parties from: (a) all claims that were, or reasonably could have been, alleged in the Action, based on the facts contained, in the Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the PAGA Notice; and (c) any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiffs have or may have, including known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement, including, but not limited to, any and all claims that Plaintiffs have actually alleged or could have alleged to date, any and all claims arising out of Plaintiffs' work for Defendants and/or employment status, any claims related to FMLA or CFRA leave, any claims that Plaintiffs were wrongfully terminated or have been discriminated against or retaliated against in any way, or that Plaintiffs' privacy rights have been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for wage and hour violations, any and all claims for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *Age Discrimination in Employment Act* ("ADEA") and its amendment, the *Older Workers Benefit Protection Act* ("OWBPA"), the *California Fair Employment and Housing Act* ("FEHA"), the *Americans with Disabilities Act*, *Title VII of the Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor – Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Private Attorneys General Act, Labor Code § 2698, et seq, and *the California Wage Orders* ("Plaintiffs' Release").

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of California Civil Code section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs and PAGA Counsel expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs know of, as well as all claims that they do not know or suspect to, exist in Plaintiffs' favor against Defendants or the Released Parties, or any of them, for the time period from the beginning of time to the date of the Judgment, and that this Agreement contemplates the extinguishment of any such claims.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties for the duration of the PAGA Period from all claims for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint or the PAGA Notices, including all claims for civil penalties under PAGA for failure to provide employment records, failure to pay overtime and double time, failure to pay minimum wage, failure to provide rest and meal periods, failure to keep accurate payroll records and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay all wages earned, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary, business-related expenses, failure to provide notice of paid sick time and accrual, and engagement in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, California Code of Regulations, Title 8, sections 11010, *et seq.,* as well as violations of the applicable IWC Wage Orders, as stated in the Complaint and the PAGA Notices, as well as for attorneys' fees and costs.

5.2.1. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement and the associated release of claims and rights under PAGA as specified in this Agreement.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns Defendants and the Released Parties from all claims for fees and costs incurred in connection with the Complaint and facts stated in the Complaint and the PAGA Notices.

6. **STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a joint stipulation for approval of this Settlement. If for any reason the Court requires a noticed motion instead of the joint stipulation, the Parties will jointly prepare and file a joint motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)]); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action that will be extinguished or adversely affected by the Settlement. The notice of settlement to be sent to the Aggrieved Employees and the proposed Order Granting Approval of PAGA Settlement are to be mutually agreed upon by the Parties prior to being presented to the Court. Plaintiffs will also provide Defendants with the joint stipulation for approval of the Settlement at least five (5) business days before the joint stipulation is filed with the Court. Likewise, if the Court requires a noticed motion rather than stipulation, Plaintiff will provide Defendants the motion for approval of the Settlement at least five (5) business days before the motion is filed with the Court.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the joint stipulation for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement. If the Court requires a noticed motion, PAGA Counsel is responsible for expeditiously finalizing and filing a motion for approval of this Settlement no later than fifteen (15) days after receiving notice of said requirement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed joint stipulation or noticed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the stipulation or motion for approval of this Settlement or conditions its approval of this Settlement on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities, if any.

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

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

The PAGA Release Period, defined herein above begins October 13, 2022 and extends through October 10, 2024. Based on its records, Defendants estimate that there are 4,140 Aggrieved Employees who worked a total of 139,439 Pay Periods during the PAGA Release Period. In the event the actual number of Aggrieved Employee Pay Periods during the relevant PAGA Release Period, as measured on the final date of the PAGA Release Period (October 10, 2024), is more than ten-percent higher than this estimated amount (*i.e.*, more than 153,383), then Defendants shall have, at Defendants' sole discretion, the option to either (i) cut off the PAGA Release Period at a date earlier than October 10, 2024 when the pay periods reach 110% of the foregoing estimate or (ii) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Pay Periods exceeding 10% (e.g., if the excess is 15% (from 139,439 to 160,355), the Gross Settlement Amount shall increase by 5%).

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

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

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Settlement and Agreement). This Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Agreement.

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Enforcement Actions: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in this case under California Code of Civil Procedure section 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.12. Publicity. Other than the filing of the Settlement in Court for purposes of obtaining approval of this Settlement, Plaintiffs Gavin Taylor, Kevin Briceno, and Anna Guzman-Pellow, in their individual capacities, and PAGA Counsel, will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on

PAGA Counsel's website and postings on any social media sites/outlets, with the exception of disclosing the Settlement to the Court and the LWDA. PAGA Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosures regarding the Settlement. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendants' business relationships, either before or after the Court approves this Settlement. Following approval of the Settlement, Plaintiffs and PAGA Counsel will not initiate any communications with the media or third parties regarding this Settlement. If contacted by the media or third parties, they will only discuss information publicly available. PAGA Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

10.12.1. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16. Waiver: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Amy Nshanyan, Esq.
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Blvd., Suite 1015
Glendale, CA 91203
Telephone: (818) 696-2306
Facsimile: (818) 696-2307
Email: haig@hbklawyers.com; cathy@hbklawyers.com; amy@hbklawyers.com

To Defendants:
Ryan C. Bykerk, Esq.
Jonathan A. Schaub, Esq.
GREENBERG TRAURIG, LLP
1840 Century Park East, 19th Floor
Los Angeles, CA 90067
Email: ryan.bykerk.@gtlaw.com; onathan.schaub@gtlaw.com

10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, the date to bring a case to trial pursuant to California Code of Civil Procedure section shall be stayed for the entire period of this settlement process.

Dated: 05/02, 2025

By: ______________________
GAVIN TAYLOR

Dated: 05/02/25, 2025

By: ______________________
KEVIN BRICENO

Dated: May 2, 2025

By: Anna Guzman-Pellow
ANNA GUZMAN-PELLOW

HAIG B. KAZANDJIAN LAWYERS APC

Dated: May 6, 2025

By: ______________________
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Amy Nshanyan, Esq.
Attorneys for Plaintiffs

CBRE, INC.

Dated: 5/9/2025, 2025

By: Signed by: Christina Briesacher
3786812C95A04B8...
By: Christina Briesacher
Its: General Counsel

CBRE GROUP, INC.

Dated: 5/9/2025, 2025

By: Signed by: Christina Briesacher
3786812C95A04B8...
By: Christina Briesacher
Its: General Counsel

GREENBERG TRAURIG, LLP

Dated: May 15, 2025

By: ______________________
Attorneys for Defendants