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NAGINA PROPERTY MANAGEMENT, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JASON BROERS, individually and on behalf of all others similarly situated, Plaintiff, v. NAGINA PROPERTY MANAGEMENT LLC, a California Limited Liability Company; and DOES 1-20 INCLUSIVE, Defendants.	Case No. C23-01650 *Assigned for all purposes to the Hon. Charles S. Treat, Dept 12* **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT** Complaint Filed: July 6, 2023 Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Jason Broers ("Plaintiff"), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California, and Defendant Nagina Property Management LLC ("Defendant") in the lawsuit entitled *Broers v. Nagina Property Management LLC* filed in the Contra Costa Superior Court, Case No. C23-01650. Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action entitled "*Jason Broers v. Nagina Property Management LLC*, Contra Costa County Case No. C23-01650, initiated on or around July 6, 2023, as well as the claims asserted in Plaintiff's correspondence of July 7, 2023 to the Labor and Workforce Development Agency seeking penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the "LWDA Letter") and all claims asserted in Plaintiff's First Amended Class Action and PAGA Complaint filed on September 20, 2023.

3. "Class Counsel" means David R. Ongaro of Ongaro PC. The term "Class Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

4. "Class Counsel's Fees and Costs" means the attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed thirty-three percent (33%) of the Gross Settlement Amount, *i.e.*, Ninety-Nine Thousand Dollars and No Cents ($99,000.00) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of this Action, not to exceed

Twenty-Five Thousand Dollars and No Cents ($25,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will, in good faith, compile from its records and provide to the Settlement Administrator within twenty (20) calendar days of the date the Court enters the Order granting Preliminary Approval of this Settlement. The Class list will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Members': (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) of each Class Member); (6) total Workweeks during the Class Period; (7) total pay periods during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the option to void this Agreement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendant's Clarion Hotel Concord at any time during the Class Period.

7. "Class Period" means the period from February 1, 2021 through May 1, 2024.

8. "Class Representative" means Plaintiff Jason Broers in his capacity as the representative of the Class Members.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the effort and risk he had taken in assisting with the prosecution of the Action and in exchange for a General Release of his claims as provided herein.

10. "Court" means the Superior Court of the State of California for the County of Contra Costa.

11. "Defendant" means Nagina Property Management LLC.

12. "Effective Date" means the later of the following: (a) if no timely objections are filed

or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement

13. "Employer Taxes" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under federal and state law.

14. "Final Approval" means the date of the final affirmation of the Court's signed Order and Judgment granting final approval of this Settlement.

15. "General Release" means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff's release of claims as Participating Class Member.

16. "Gross Settlement Amount" means the sum of Three Hundred Thousand Dollars and No Cents ($300,000.00) which shall be paid by Defendant into a Qualified Settlement Fund ("QSF"). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2) Class Counsel's fees, (3) Class Counsel's costs, (4) Settlement Administration costs, (5) Class Representative Enhancement Payment to Plaintiff, and (6) the PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of the employer's share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement. In the event that the consideration due under this Agreement is not paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms of this Agreement. If the Agreement is voided, then the time for Plaintiff to bring class and/or aggrieved employee claims will be tolled from the date that this Agreement is fully executed.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by

a Settlement Check made payable to Participating Class Members and/or PAGA Members.

18. "Net Settlement Amount" means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration costs, (4) Class Representative Enhancement Payment to Plaintiff, and (5) the PAGA Payment to the LWDA and PAGA Members.

19. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members' last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

21. "PAGA Payment" means the payment to the State of California Labor and Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount allocated towards penalties under the PAGA and payments to the PAGA Members of their twenty-five percent (25%) share of the total amount allocated towards penalties under the PAGA, all of which are to be paid from the Gross Settlement Amount. The Parties have agreed that Seven Thousand, Five Hundred Dollars and No Cents ($7,500.00) of the Gross Settlement Amount will be allocated towards penalties under the PAGA of which Five Thousand, Six Hundred and Twenty-Five Dollars and No Cents ($5,625.00) will be paid to the LWDA and One Thousand, Eight Hundred and Seventy-Five Dollars and No Cents ($1,875.00) will be distributed to the PAGA Members on a *pro rata basis* based on Workweeks (full or partial) worked by the PAGA Members within the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

22. "PAGA Period" means the period from July 7, 2022 through May 1, 2024.

23. "PAGA Members" means all current and former non-exempt employees of

Defendant at any time during the PAGA Period.

24. "Parties" means Plaintiff and Defendant collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

25. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion. No claim form is required for a Class Member to become a Participating Class Member.

26. "Plaintiff" means Jason Broers.

27. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

28. "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response Deadline and include: (a) the objector's full name, signature, address, telephone number, the approximate dates of employment for Defendant in California, the last four digits of the Class Member's social security number or employee identification number; (b) the case name and number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; and (e) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member's expense.

29. "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged in the operative complaint in the Action, including claims regarding Defendant's alleged: (i) failure to pay for all hours including overtime; (ii) failure to provide accurate, written wage statements; (iii) failure to pay all wages owed at termination; (iv) failure to reimburse all necessary business expenses; (v) unfair competition; (vi) failure to provide meal periods; (vii) failure to provide rest breaks; and (viii) failure to permit employees to inspect and receive records, and specifically Labor Code sections 201, 202, 203, 226, 226.7, 432, 510, 512, 558, 745, 751, 2802, Business and Professions Code 17200, 17204, 17203, 17208, and, including but not limited to, Wage Orders 4 & 5. This release shall apply to claims arising during the Class Period.

30. "Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in either Plaintiff's operative complaint, or the July 7, 2023 PAGA Letter to the LWDA, including Labor Code sections 201, 202, 203, 226, 226.7, 432, 510, 512, 558, 745, 751, 2802, Business and Professions Code 17200, 17204, 17203, 17208, and, including but not limited to, Wage Orders 3, 4, 5, & 12 penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 432, 510, 512, 558, 1194(a), 1197, 1198.5, 2802.

31. "Released Parties" means Defendant Nagina Property Management LLC as named by Plaintiff in the operative complaint, and "Released Parties" is defined as Defendant and Defendant's past, present and future companies, parent companies, subsidiaries, affiliates, divisions, executives, officers, shareholders, investors, direct and indirect officers, equity partners, partners, owners, managers, members, sub-contractors, directors, trustees, current or former employees, vendors, agents, attorneys, contractors, consultants, board of directors, and agents, as well as any of its representatives, attorneys, legal representatives, insurers, re insurers, and/or any of the predecessors, successors and assigns, and joint venturers, and all persons acting under, by, through or in concert with any of them, and each of them.

32. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requested to be excluded from the Action. To be effective, the Request for Exclusion must be submitted by the Response Deadline and contain: (a) the Class Member's name, signature, address, telephone number, dates of employment for Defendant in California, and the last four digits of the Class Member's Social Security number and/or the Employee identification number (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of "*Jason Broers v. Nagina Property Management LLC*, Contra Costa County Case No. C23-01650, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall

not be effective as to the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the PAGA component of this Settlement.

33. "Response Deadline" shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

34. "Settlement" means the disposition of the Action pursuant to this Agreement.

35. "Settlement Administrator" means Simpluris Inc. Legal Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Seven Thousand Dollars and No Cents ($7,000.00).

37. "Workweek" shall mean any calendar week during which a Class Member/PAGA Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire dates, and termination dates.

TERMS OF AGREEMENT

38. **Settlement Consideration**. Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth below in paragraph 39, Defendant shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

39. **Potential Increase to the Gross Settlement Amount**. Defendant represented there were 4,339 Workweeks (worked by 116 Class Members) within the Class Period through May 1, 2024. Should the actual number of Workweeks increase by more than ten percent (i.e., exceeding 4,773 total Workweeks, or 110%) through the Class Period, Defendant shall increase the Gross Settlement Amount proportionally. However, Defendant will not have any obligation to increase the Gross Settlement Amount if it exercises its right to cut off the Class Period on the date that the total Workweeks reaches 4,339. As the possibility may exist that the total Workweeks may increase by 10%, the Parties agree that as long the 10% increase is reached prior to May 1, 2024, Defendant has the option of the release going through May 1, 2024, and in which case it will not be required to pay any additional amounts. Defendant shall provide the total number of Workweeks to the Plaintiffs' Counsel no later than October 31, 2024, and, if the 4,773 threshold has not been reached then, shall provide the total Workweeks no later than 30 days prior to the scheduled hearing date(s) of the motion for preliminary approval to advise the court of the same.

40. **Funding of the Gross Settlement Amount**. Within fifteen (15) calendar days of the Final Approval order of the Settlement, as defined in this Agreement, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator as follows: Defendant agrees to pay the Settlement Amount in the following two (2) checks (each a "Settlement Payment"):

a. The first check of one hundred and fifty thousand dollars ($150,000.00) will be paid at the time of the Court's final approval of the Parties' Settlement.

b. The second check of one hundred and fifty thousand dollars ($150,000.00) will be paid no later than April 30, 2025.

Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fifteen (15) calendar days of the Final Approval order. Defendant may not vary from the Court approved scheduling for the funding of the Gross Settlement Amount unless the Parties agree otherwise; the Parties have agreed to alter the funding dates a described above in Paragraph 40 (a) – (b).

41. **Distribution of the Gross Settlement Amount**. No later than seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

42. **Attorneys' Fees and Costs**. Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more Ninety-nine Thousand Dollars and No Cents ($99,000.00) plus the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and No Cents ($25,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this

Agreement.

43. **Class Representative Enhancement Payment**. Defendant agrees not to oppose or object to any application or motion by Plaintiff for Class Representative Enhancement Payment of Twenty Thousand Dollars and No Cents ($20,000.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. **Settlement Administration Costs**. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Seven Thousand Dollars and No Cents ($7,000.00).

45. **PAGA Payment**. Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Five Thousand, Six Hundred and Twenty-Five Dollars and No Cents ($5,625.00), to the California LWDA. One Thousand, Eight Hundred and Seventy Five Dollars and No Cents ($1,875.00) will be distributed to PAGA Members on a *pro rata basis* based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

46. **Net Settlement Amount for Payment of Class Claims**. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

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Gross Settlement Amount	$	300,00.00
Enhancement Payment	$	20,000.00
Class Counsel's Fees	$	99,000.00
Class Counsel's Costs	$	25,000.00
PAGA Payment	$	7,500.00
Settlement Administration Costs	$	7,000.00
Estimated Net Settlement Amount	**$**	**141,500.00**

47. **Individual Settlement Payment Calculations**. Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a. **Calculation of Class Portion of Individual Settlement Payments**. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

b. **Calculation of PAGA Portion of Individual Settlement Payments**. The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's pay periods ÷ Workweeks during PAGA Period) x $1,875.00 (the employee portion of the PAGA Payment).

PAGA Members shall receive this portion of their Individual Settlement Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

c. **Allocation of Individual Settlement Payments**. All Individual Settlement Payments will be allocated as follows: thirty-four percent (34%) of each Individual Settlement Payment will be allocated as wages and thirty-three percent (33%) shall be allocated as interest and penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Additionally, for tax purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

48. **No Credit Toward Benefit Plans**. The Individual Settlement Payment made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Release Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid,"

"hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

49. **Settlement Administration Process**. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a. Establish and maintain a Qualified Settlement Fund.

b. Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

c. Print and mail the Notice.

d. Conduct additional address searches for mailed Notices that are returned as undeliverable.

e. Process Requests for Exclusion, field inquiries from Class Members.

f. Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

g. Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

h. Provide weekly status reports to counsels for the Parties.

i. Posting a notice of final judgment online at Settlement Administrator's website.

j. Translate the Notice from English to Spanish.

50. **Delivery of the Class List**. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

51. **Notice by First-Class U.S. Mail**. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the

Class List.

52. **Confirmation of Contact Information in the Class List**. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement.

53. **Notice**. All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instruction on how to opt-out of and object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

54. **Disputed Information on Notice**. Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number

of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if Class Members produce evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Members and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Members may be entitled, in the event that Defendant cannot make this determination themselves. If the Parties do not agree, the dispute will be submitted to the Court.

55. **Defective Submissions**. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

56. **Request for Exclusion Procedures**. Any Class Member wishing to opt-out from the Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include: (a) the Class Member's name, signature, address, telephone number, dates of employment at Defendants in California, and the last four digits of the Class Member's Social Security number and/or the Employee Identification Number; (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of "*Jason Broers v. Nagina Property Management LLC*," Contra

Costa County Case No. C23-01650, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

57. **Defendant's Right to Rescind**. If Class Members representing more than the aggregate total of ten percent (5.0%) of the Class Members opt-out of the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must give written notice to Class Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

58. **Settlement Terms Bind All Class Members Who Do Not Opt-Out**. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final

approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court,

59. **Objection Procedures**. To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their Social Security Number and/or Employee Identification Number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

60. **Certification Reports Regarding Individual Settlement Payment Calculations**. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide counsels for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. **Uncashed Settlement Checks**. Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred and

eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA Payment check within one hundred and eighty (180) days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code §384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred and eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

62. **Administration of Taxes by the Settlement Administrator**. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. **Tax Liability**. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer

withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. **Circular 230 Disclaimer**. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

65. **No Prior Assignments**. The Parties and their counsels represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

66. **Release by Participating Class Members**. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. **Release by Plaintiff, State of California, the LWDA and PAGA Members**. Upon

the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiffs, the State of California, the LWDA, through Plaintiffs as its agents and/or proxies, any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

68. **Release of Additional Claims & Rights by Plaintiff**. Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff for himself and his spouse, heirs and assigns, fully and finally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and all Released Class Claims and Released PAGA Claims and termination thereof, California Civil Code, to include §§ 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; California common law of contract; 29 CFR § 778.223; and 29 CFR § 778.315; federal common law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq*. (ERISA) § 778.315; and federal common law. This release excludes the release of claims not permitted by law. Plaintiff's General Release includes all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of Plaintiff's General Release, those claims will remain released and forever barred. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542,

which provides:

> 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 foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

69. **Nullification of Settlement Agreement**. In the event that: (a) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein without requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class Period, revisions to the Increase in Workweeks provision contained herein; and revisions to Defendant's Option to Nullify the Settlement Agreement provision contained herein; (b) the Court does not finally approve the Settlement without requiring material changes to the Basic Settlement Terms as provided herein; (c) the Court strikes or does not approve any material term of this Settlement Agreement; (d) Defendants exercise their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does not become final

as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions.

70. **Preliminary Approval Hearing**. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendant agrees that it will not oppose Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

71. **Final Settlement Approval Hearing and Entry of Judgment**. Upon expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement as described above or preventing the full and complete

approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

72. **Judgment and Continued Jurisdiction**. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction, pursuant to Code of Civil Procedure 664.6, solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

73. **Exhibits Incorporated by Reference**. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

74. **Entire Agreement**. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements in relation to settlement terms may be deemed binding on the Parties.

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

76. **Authorization to Enter into Settlement Agreement**. Counsels for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsels will cooperate with each other and use their best efforts to affect 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 Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement.

77. **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, as previously defined.

78. **California Law Governs**. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

79. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement 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 counsels for the Parties will exchange among themselves original signed counterparts.

80. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations with a qualified and reputable mediator, Bruce Friedman, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. 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 fairness and reasonableness of this Settlement.

81. **Invalidity of Any Provisions**. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

82. **Waiver of Certain Appeals**. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. **Class Action Certification for Settlement Purposes Only**. The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

84. **Non-Admission of Liability**. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically deny, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

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

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

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

88. **Neutral Employment Reference**. Defendant agrees that it will provide a neutral reference regarding any future employment references related to Plaintiff Jason Broers. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay (to the extent permitted by law). Defendant shall not refer to the Action or this Settlement.

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

90. **Representation By Counsel**. The Parties acknowledge that they have been represented by 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. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the

Agreement.

91. **All Terms Subject to Final Court Approval**. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

92. **Cooperation and Execution of Necessary Documents**. The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsels agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, or Pick-Up Stix agreements from any Class Members prior to the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Members that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and the Parties will work in good faith to reach an agreement approved by the Court.

93. **Confidentiality**. The Parties and their counsels agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

94. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement 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 settlement confidentiality provisions that otherwise might apply under federal or state law.

95. **Submission to the LWDA**. The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits as prescribed by law.

Dated: October 24, 2024

PLAINTIFF

Signed by:

By: ______________________
7DCB628A50504D5...
Jason Broers

Dated: October 24, 2024

DEFENDANT

By: ______________________
Nagina Property Management LLC

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is 1604 Union Street, San Francisco, CA 94123.

On October 24, 2024, I served a true copy of the following document described as**:**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

on the interested parties in this action as follows:

Daniela Theriault
Dina Glucksman
GORDON REES SCULLY MANSUKHANI
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Tel: (213) 576-5000
Fax: (213) 680-4470
Email: dtheriault@grsm.com
dglucksman@grsm.com

LEGAL@worksite.gordonrees.com

Attorneys for Defendant Nagina Property Management LLC

[X] SERVICE BY ELECTRONIC TRANSMISSION/E-MAIL: Based on an agreement of the parties to accept service by e-mail or electronic transmission, I sent the document(s) on the date shown below to the e-mail addresses of the persons listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

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

Executed on October 24, 2024, in San Francisco, California.

Christine Gill

Christine M. Gill