

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Raul Gonzalez, individually and on behalf of others similarly situated (“Plaintiff”), and Defendant Simon Management Associates, LLC (hereinafter, “Simon Management” or “Defendant”). The Agreement refers to Plaintiff and Simon Management collectively as “Parties” or as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Simon Management, captioned *Raul Gonzalez et al. v. Simon Management Associates, LLC et al.*; Case No. 37-2023-00036919-CU-OE-CTL, pending in San Diego County Superior Court.

1.2. “Address Search” means the Administrator’s search for Covered Employees’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means Phoenix Settlement Administrators.

1.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid to be submitted to the Court. The Administration Expenses shall not exceed \$6,000, except for a showing of good cause and as approved by the Court.

1.5. “Attorneys’ Fees” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. “Class” or “Class Members” means all individuals currently or formerly employed by Simon Management in California as hourly, non-exempt employees during the Class Period.

1.7. “Class Counsel” or “Plaintiff’s Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.8. “Class Period” means the period from August 22, 2019 through June 7, 2024, subject to Defendant’s rights in Paragraph 8.

1.9. “Class Notice” means the Notice of Class Action and PAGA Settlement, attached as **Attachment A**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. “Class Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail their Objection to the Settlement. Class Members to whom the Class Notice is resent after being returned undeliverable

to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.11. “Class Representative” or “Named Plaintiff” refers to Raul Gonzalez.

1.12. “Class Workweek” means any week during which a Class Member worked for Simon Management for at least one day during the Class Period.

1.13. “Class Workweek Estimate” means, based on a review of Defendant’s records to date, a total of 6,833 Class Workweeks.

1.14. “Court” means the San Diego County Superior Court.

1.15. “Covered Employees” means all PAGA Members and all Class Members.

1.16. “Defense Counsel” means captioned counsel of record from the law firm of Littler Mendelson P.C.

1.17. “Effective Date” means the first business day following the last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges the Settlement, then sixty-one (61) days after the date the Court enters an order granting final approval of the Settlement and final judgment; or (ii) if a Class Member and/or PAGA Member timely intervenes or files a motion to vacate the final judgment, or objects or otherwise challenges the Settlement, and files a timely appeal, then five (5) days after the Court receives the mandate reflecting the final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety without modification, with no further challenge to the Settlement being possible. Defendant shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule explained herein. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally and completely approved in all respects..

1.18. “Employee Data” means Covered Employees’ identifying information in Simon Management’s possession, specifically their names, last-known mailing addresses, Social Security numbers, and number of Workweeks Worked during the Class Period and PAGA Period or start and end date(s) of employment or other data from which the Settlement Administrator can calculate the Workweeks Worked during the Class Period and PAGA Period.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement and entering judgment in favor of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.21. “Gross Settlement Amount” means **\$200,000.00**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.22. “Individual Class Payments” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks.

1.23. “Individual PAGA Payments” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Workweeks.

1.24. “Individual Settlement Payments” means the Individual Class Payment and the Individual PAGA Payments.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.26. “Litigation Costs” means the amount incurred by Plaintiff’s Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed \$30,000.

1.27. “LWDA” means the California Labor Workforce and Development Agency.

1.28. “LWDA Payment” means the 75% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Attorneys’ Fees, Litigation Costs, the PAGA Payment (including the LWDA Payment), and the Administration Expenses.

1.30. “Net PAGA Payment” means the 25% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (i).

1.31. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.32. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiff.

1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34. “PAGA” means California’s Private Attorneys General Act of 2004.

1.35. “PAGA Period” means August 1, 2022 through June 7, 2024, subject to Defendant’s rights in Paragraph 8.

1.36. “PAGA Payment” means \$10,000, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 75% of the PAGA Payment constituting the LWDA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.37. “PAGA Counsel” or “Plaintiff’s Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.38. “PAGA Members” means all individuals currently or formerly employed by Simon Management in California as hourly, non-exempt employees during the PAGA Period.

1.39. “PAGA Notice” means Named Plaintiff’s letter to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.40. “PAGA Workweek” means any workweek during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.41. ““PAGA Representative” or “Named Plaintiff” refers to Raul Gonzalez.

1.42. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.43. “Released Parties” means: Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, predecessors and successors, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.

1.44. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement.

1.45. “Service Payment” means the payment to the Named Plaintiff for initiating and providing services in support of the Action in an amount up to \$10,000, subject to Court approval, which also constitutes consideration for Plaintiff’s individual settlement and general release of all claims, as set forth in this Agreement, from which fifty percent (50%) shall be deemed consideration for a general release and from which fifty percent (50%) shall be for assuming the risks associated with this litigation (including for assuming the risks in the putative class and PAGA claims).

1.46. “Settled Claims” means all causes of action and claims, charges, complaints, liens, demands, that were alleged in the Action or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay minimum wages and regular wages (including any theory of failure to pay any and all wages for all time worked, including but not limited to failure to pay contract/agreed-upon wages and failure to pay sick pay at the appropriate rate(s)); (b) failure to pay overtime and/or double time pay; (c) failure to provide or pay premium payments for meal periods; (d) failure to provide or pay premium payments for

rest periods; (e) untimely payment of wages pursuant to Labor Code §§ 204, 210, 218; (f) failure to provide complete and accurate wage statements; (g) failure to pay wages upon termination; (h) failure to reimburse business expenses; and (i) violations of the California Business & Professions Code §§ 17200 *et seq.* These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 204b, 210, 218, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, and the California Business & Professions Code sections 17200 *et seq.* The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

1.47. Settled PAGA Claims. "Settled PAGA Claims" means any and all claims for relief, which Named Plaintiff or any PAGA Members have had, now have against the Released Parties or any of them for any or all claims alleged in the Complaint for civil penalties or which could have been alleged in the Complaint for civil penalties based on the allegations, facts, statutory citation and/or legal theories contained in the operative complaint, under California's Private Attorney General Act or PAGA (California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*), including the claims listed in the Action, including: (a) failure to pay minimum wages, regular wages (including any theory of failure to pay any and all wages for all time worked, including but not limited to failure to pay contract/agreed-upon wages and failure to pay sick pay at the appropriate rate(s)); (b) unpaid overtime/doubletime pay; (c) failure to provide or pay premium payments for meal periods; (d) failure to provide or pay premium payments for rest periods; (e) untimely payment of wages pursuant to Labor Code §§ 204, 204b, 210, 218; (f) failure to pay wages upon termination; (g) failure to provide complete and accurate wage statements; (h) failure to reimburse business expenses; and (i) failure to maintain accurate business records. These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 204b, 210, 218, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders "Settled PAGA Claims" includes all types of relief available for the above-referenced claims under the PAGA.

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

1.49. "Workweeks Worked." "Workweek Worked" means the number Class Workweeks and/or PAGA Workweeks worked by a Class Member or PAGA Member, as applicable, during the respective Class Period or PAGA Period (for the Settled PAGA Claims), as

determined or estimated by Defendant's records and as only subject to revision pursuant to this Agreement.

2. RECITALS.

2.1. Named Plaintiff filed a class action lawsuit on August 22, 2023 against Defendant and amended the complaint on October 10, 2023, alleging ten causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) untimely payment of wages; (6) wage statement violations; (7) waiting time penalties; (8) failure to reimburse business expenses; (9) unfair competition; and (10) civil penalties pursuant to the PAGA. defendant denied all allegations.

2.2. Named Plaintiff submitted the PAGA Notice on August 1, 2023, in case number LWDA-CM-972082-23, alleging the same claims as the Complaint.

2.3. Defendant filed an answer to the Complaint and denied all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices and that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant contends that it has complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiff and the Class and PAGA Members.

2.4. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class Members and aggrieved employees, attended mediation with Tripper Ortman on May 7, 2024. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

2.5. Class Counsel is of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof necessary to establish liability, defenses asserted to the merits, including but not limited to the affirmative defenses asserted as to Participating Class Members, the risks of proceeding on any class claims and PAGA claims, including class certification, the difficulties in establishing damages and penalties, and the numerous potential appellate issues. While Defendant specifically denies any liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the cost and business disruption associated with defending the Action. Defendant has claimed and continue to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered into by and between the Named Plaintiff (on behalf of himself and on behalf of the Class Members and PAGA Members and interests of the state of California, including the LWDA) and Defendant, each with the assistance of its respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise and discharge the

Settled Claims and Settled PAGA Claims against the Released Parties, subject to the terms and conditions set forth herein.

2.6. Because the Class Case is pled as a class action, this Settlement must receive preliminary and final approval by the Court. Because the PAGA Case is pled as a PAGA action, this Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

3.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

3.2.1. To Named Plaintiff: The Service Payment, in addition to any Individual Settlement Payment he may be entitled to receive as a Covered Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

3.2.2. To Plaintiff's Counsel: Attorneys' Fees and Litigation Costs to Plaintiff's Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed these amounts. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Attorneys' fees as specified in the herein shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendant for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action. This provision shall not curtail or limit any right of Plaintiff or

Plaintiff's counsel to seek and move for fees in connection with a motion to enforce the judgment due to nonpayment or other breach.

3.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Settled PAGA Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice; 75% of the PAGA Payment will be paid to the LWDA (*i.e.*, the LWDA Payment) and the remaining 25% of the PAGA Payment (*i.e.*, the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis 34% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 66% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.6. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks Worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' Workweeks Worked. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Delivery of Employee Data to Administrator. Not later than 30 days after the Court grants Preliminary Approval, Simon Management will simultaneously deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Simon Management has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

4.2. Funding of Gross Settlement Amount. Simon Management shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the order and judgment granting Final Approval, and after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

4.3. Payments from the Gross Settlement Amount. Within 10 days after Simon Management funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment.

4.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 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 Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

4.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in

the name of the Covered Employee, to the State of California's Unclaimed Property Division. The Parties agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed Property Fund and if a cy pres fund is required, subject to Court instruction, that the SA shall forward the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued thereon, to the California CASA Association (see <https://www.californiacasa.org>), unless not accepted by the Court in which case the Parties will meet and confer about an acceptable cy pres. In such event, those Participating Class Members and/or PAGA Members will be deemed to have waived irrevocably any right in or claim to a Settlement Payment and/or PAGA Payment subject to their rights, if any, to recover the Settlement Payments and/or PAGA Payments from the Unclaimed Property Fund if ordered or otherwise will be extinguished. Participating Class Members and/or PAGA Members who fail to negotiate their check(s) in a timely fashion shall, like all Participating Class Members who do not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

4.3.4. The payment of Individual Settlement Payments shall not obligate Simon Management to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Participating Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

4.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Simon Management's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Simon Management's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

5. RELEASES OF CLAIMS.

Effective on the date when Simon Management fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

5.1. Named Plaintiff's General Release. Named Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of

actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Simon Management, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Named Plaintiff executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Named Plaintiff's General 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. Named Plaintiff acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Named Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them. Named Plaintiff understands that this release includes unknown claims and that Named Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

5.2. Release by Participating Class Members: All Participating Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties. The Settlement includes a release of all Settled Claims during the Class Period by Participating Class

Members employed at any time during the Class Period. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

5.2.1. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Agreement and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

5.2.2. Named Plaintiff and Class Counsel 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 rights herein released and discharged, except as set forth herein.

5.2.3. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

5.2.4. Release by PAGA Members: All PAGA Members, the LWDA, the State of California, and any other representative, proxy, or agent thereof, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged are barred from prosecuting "PAGA Claims" that arose during the PAGA Period against any and all of the Released Parties. Subject to Court approval, the Agreement includes a settlement of all Settled PAGA Claims during the PAGA Period by PAGA Members employed at any time during the PAGA Period to the fullest extent permitted under the PAGA, including settlement contemplated in Labor Code section 2699(1)(2).

6. MOTION FOR SETTLEMENT APPROVAL.

6.1. Preliminary Approval. Not later than 16 court days before the Final Approval Hearing, Named Plaintiff shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Simon Management shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement. The motion for preliminary approval and corresponding paperwork will be subject to review and comment from Defendant and the proposed judgment finally approving the Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall have five (5) days from receipt to provide any input. Defendant shall not oppose Class Counsel's motions for preliminary approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement.

6.2. PAGA Approval. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(f)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiff shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiff shall file declarations from Plaintiff's Counsel and the Named Plaintiff to support the Settlement.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns to the extent the changes are acceptable by both Parties. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator 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. Settlement Administrator Duties.

7.2.1. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

7.2.2. The Settlement Administrator will keep the Employee Data confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information or continued safeguarding of the information upon completion of the Settlement Administration process.

7.3. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

7.4. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.5. Notice to Class Members.

7.5.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiff's Counsel that the list has been received and state the number of Covered Employees and Workweeks Worked in the Employee Data.

7.5.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Attachment A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks Worked used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database. The Parties will seek to be able to correct immaterial errors on these forms or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

7.5.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.5.4. The deadlines for Class Members' written objections, challenges to Workweeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5.5. If the Administrator, Simon Management or Plaintiff's Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5.6. The Settlement Administrator shall be permitted to provide notices and communicate to the Class and PAGA Members in a format and statement to be provided to the Court, which Named Plaintiff will submit in conjunction with the motion for preliminary

approval and/or motion for Final Approval. The Settlement Administrator shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

7.6. Requests for Exclusion (Opt-Outs).

7.6.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

7.6.5. Class Members shall be permitted to rescind in writing their request to opt-out by submitting a written rescission statement to the Settlement Administrator no later than the final approval of the settlement and provided that Individual Settlement Payments can be recalculated to reflect the rescission and is approved by the Court.

7.7. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are

correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks to Defense Counsel and Plaintiff's Counsel and the Administrator's determination of the challenges.

7.8. Objections to Settlement.

7.8.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement. To the extent if any that a Class Member submits both a request for exclusion and an objection, the objection shall be ignored and the request for exclusion shall be credited.

7.8.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). If any Participating Class Member wish to object in writing, any such written Objection shall include: (1) the full name of the Participating Class Member; (2) address of the Participating Class Member; (3) the basis for the objection; and (4) if the Participating Class Member intends to appear at the Final Approval Hearing. The Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. Participating Class Members may also appear at the Final Approval Hearing to object. At no time shall 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 granting final approval and/or Final Judgment. Class Counsel shall not represent any Participating Class Members with respect to any such objections.

7.8.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.9. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.9.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

7.9.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiff's Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

(“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.9.3. Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Plaintiff’s Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.9.4. Class Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks. Absent a court order requiring challenges be submitted to the Court, the Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge. Challenges to the number of Workweeks Worked shall be sent directly to the Settlement Administrator at the address indicated on the Class Notice. A Class Member challenging the number of Workweeks Worked identified may also submit documentary evidence in order to prove the claimed number of Workweeks Worked during the Class Period. Defendant shall have the right to respond to the challenge by any Participating Class Member. No challenge to the number of Workweeks Worked will be accepted unless sent by U.S. mail before the Response Deadline, with proof of date of submission to be the postmark date unless ordered by the Court.

7.9.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiff’s Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Covered Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff’s Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.9.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff’s Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiff’s Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

8. ESCALATION CLAUSE. For purposes of this settlement, Defendant has provided a Class Workweek Estimate. Should the actual number of workweeks for Participating

Class Members during the Class Period exceed the Class Workweek Estimate by more than ten percent (10%), then the NSA shall be increased on a pro rata basis at for workweeks above the 10% cushion. For example, if the Participating Class Member workweeks during the Escalator Clause Period exceeds the Class Workweek Estimate by 16%, Defendant shall owe an additional amount equal to 6% of the Gross Settlement Amount to proportionately increase the workweek rate of each Participating Class Member due to the increase in Workweeks Worked. Alternatively, Defendant shall have the sole discretion to change the end date of the Class Period and PAGA Period to the date on which the number of Class Workweeks does not exceed the Class Workweek Estimate by more than 10%. Alternatively, Defendant shall have the sole discretion to change the end date of the Class Period and PAGA Period to the date on which the number of workweeks equals or does not exceed 7,516 workweeks (6,833 + 10%). The workweek rate for Workweeks Worked in excess of 7,516 shall be \$26.60 per additional Workweek Worked that is included in the settlement.

9. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 107 Class Members covered by this Agreement.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 4% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendant must notify Plaintiff's Counsel and the Court of its election to withdraw not later than 14 days prior to the deadline to file the motion for Final Approval.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiff will file in Court and serve on Defendant a motion for approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l). Plaintiff's Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel's review. Simon Management shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement. Named Plaintiff will also draft and submit a proposed Order of Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to prior review, revision and approval by Defendant.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work

together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

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

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs in a class action, as applicable and provided in this Agreement, 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.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification 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 the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. In entering into this Agreement, Defendant does not admit, and specifically denies, that 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 or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by Defendant or any other Released Parties. Except as necessary in a proceeding to approve, interpret or 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 the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. 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 the Settlement and this Agreement).

13.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Covered Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Covered Employees.

13.3. 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.

13.4. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, 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.

13.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. 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.

13.6. 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.

13.7. No Tax Advice. Neither the Parties, Plaintiff's Counsel, 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.

13.8. 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 Plaintiff's Counsel and Defense Counsel, as their legal representatives.

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

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

13.11. 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.

13.12. 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.

13.13. 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.

13.14. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendant or the other Released Parties.

13.15. No Prior Assignments. The Parties hereto 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 rights herein released and discharged except as set forth herein.

13.16. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

13.17. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro

3333 Camino del Rio South, Suite 300

San Diego, CA 92108 USA

nick@ferrarovega.com / classactions@ferrarovega.com

www.ferrarovega.com

To Defendant:

Littler Mendelson P.C.

Attn: James Hart

Ian Robertson

18565 Jamboree Rd, Suite 800

Irvine, CA 92612

Emails: jhart@littler.com; irobertson@littler.com

13.18. Execution in Counterparts. This Agreement may be executed using physical or electronic signatures, which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Raul Gonzalez

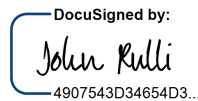
Date: Jul 29, 2024



Raul Gonzalez

Defendant Simon Management Associates, LLC

Date: 08/08/2024 | 11:01 EDT

DocuSigned by:

4907543D34654D3...

John Rulli
Name: _____

Title: CAO

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Raul Gonzalez et al. v. Simon Management Associates, LLC et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2023-00036919-CU-OE-CTL

This notice is to the following individuals in connection with a pending class action settlement:
Individuals currently or formerly employed by Simon Management Associates, LLC in the State of California as hourly, non-exempt employees from August 22, 2019 through [DATE]. (“Class”)

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved the settlement of this class and representative action lawsuit filed by Raul Gonzalez (“Class Representative”) against Simon Management Associates, LLC (“Simon Management”) for alleged wage and hour violations in the above-referenced case (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action: (1) minimum and regular/contract wage violations (including alleged sick pay violations), (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Simon Management denies all claims and maintains it has fully complied with the law. The Parties have agreed to resolve the matter subject to Court approval (“Settlement”).

Simon Management’s records reflect you worked **[[Individual Workweeks]]** workweeks during the period of time between August 22, 2019 through **[DATE]** (“Class Period”). Based on this information, your individual payment for the settlement of the class action is estimated to be **\$[[Individual Class Payment]]** (less any applicable state and federal withholdings) (Individual payments made under the Settlement are referred to as “Individual Class Payment(s)”). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Additionally, Simon Management’s records reflect you worked **[[Individual PAGA Workweeks]]** workweeks during the period of time between August 1, 2022 through **[DATE]** (“PAGA Period”). Based on this information, your individual payment for the settlement of the class action is estimated to be **\$[[PAGA Payment]]** (Individual payments made under the Settlement are referred to as “Individual PAGA Payment(s)”). You cannot opt out of receipt of the Individual PAGA Payment; if the Court grants approval of the Settlement, you will receive these funds.

YOUR OPTIONS

DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a request not to participate in the settlement and settlement proceeds and retain your rights (“Request for Exclusion”) (explained below). If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the Settlement. You will still receive a PAGA payment upon Court approval of the Settlement, as you cannot opt out of that portion of the Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the Settlement. In such case, you will be bound by the release provisions in the Settlement. You may not object if you opt out of the Settlement.

The Court’s final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 75 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101 (“Final Hearing”). You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.*** The time and date of the Final Approval may change. You may monitor the preceding by reviewing the Court docket.

1. WHAT IS THE ACTION ABOUT?

The Class Representative is former employee of Simon Management. The Class Representative alleged Simon Management violated California labor and employment laws as follows: (1) minimum and regular/contract wage violations (including alleged sick pay violations), (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) untimely payment of wages, (6) wage statement violations, (7) waiting time penalties, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the PAGA (Labor Code §§ 2698 *et seq.*). The Class Representative and Class (“Plaintiff”) are represented by [Ferraro Vega Employment Lawyers](#) (“Class Counsel.”)

Simon Management denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$200,000 and authorize the following deductions: Service Payment (\$10,000), Attorneys’ Fees in the amount of 33.33% of the Gross Settlement

(\$66,666), Litigation Costs (not to exceed \$30,000), the LWDA's 75% portion of the \$10,000 PAGA Payment (*i.e.*, \$7,500), and the Administration Expenses to be paid to the third-party settlement administrator.

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute making Individual Class Payments to all Class Members other than those who submit Requests for Exclusion ("Participating Class Members") on a pro rata basis of the individual's workweeks worked during the Class and all workweeks worked by all Participating Class Members during the Class. 34% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 66% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Simon Management will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the **[Response Deadline]** ("Response Deadline").

After the Judgment is final and Simon Management has fully funded the Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. More specifically, you will be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims during the Class Period against any and all Released Parties.

"Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged in the Action or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay minimum wages and regular wages (including any theory of failure to pay any and all wages for all time worked, including but not limited to failure to pay contract/agreed-upon wages and failure to pay sick pay at the appropriate rate(s)); (b) failure to pay overtime and/or double time pay; (c) failure to provide or pay premium payments for meal periods; (d) failure to provide or pay premium payments for rest periods; (e) untimely payment of wages pursuant to Labor Code §§ 204, 210, 218; (f) failure to provide complete and accurate wage statements; (g) failure to pay wages upon termination; (h) failure to reimburse business expenses; and (i) violations of the California Business & Professions Code §§ 17200 et seq. These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 204b, 210, 218, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, and the California Business & Professions Code sections 17200 et seq. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200).

“Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. “Settled Claims” expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers’ compensation.

“Released Parties” means: Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, predecessors and successors, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.

3. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

The number of workweeks you worked during the Class Period (“Class Workweeks”) are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Class Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

4. HOW CAN I CORRECT THE NUMBER OF CLASS WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Class Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
(800) 523-5773
<https://www.phoenixclassaction.com/contact-us/class-member-inquiries/>

The Administrator will accept Simon Management’s calculation of Class Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check or checks to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Complete and submit a Request for Exclusion form and mail or email it to the Administrator before the Response Deadline that identifies your name your name, current address, telephone number, your approximate dates of employment. and identifying other information and states that you desire to opt out or exclude yourself from the Settlement. Please sign the Request for Exclusion. You cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Do not file both a Request for Exclusion and Objection; if you file both, your Request for Exclusion will be credited and Objection will not be operative.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 75 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Simon Management and Plaintiff has promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website www.sdcourt.ca.gov, access the Register of

Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)

Lauren N. Vega (State Bar No. 306525)

Ferraro Vega Employment Lawyers, Inc.

3333 Camino del Rio South, Suite 300

San Diego, California 92108

(619) 693-7727 telephone

classactions@ferrarovega.com

ferrarovega.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

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