PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Paul Nathan Wynn and Roman Mitchell ("Plaintiffs") and Defendants AVANATH COMMUNITIES, INC.; AVANATH REALTY, INC.; and AVANATH CAPITAL MANAGEMENT, LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants captioned *Wynn v Avanath Communities, Inc., et al.*, Sacramento County Superior Court, Case No. 23CV007905; and *Mitchell v. Avanath Realty, Inc., et al.*, Sacramento Superior Court, Case No. 24CV010666. For the purposes of implementing this settlement agreement, these two matters shall be consolidated.

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

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid of Four Thousand Seven Hundred Dollars ($4,700.00) submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means any individual who was directly employed by Defendants in California as a non-exempt employee and who actually performed work for Defendants on at least one day in California during the PAGA Period.

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

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

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

1.8 "Court" means the Superior Court of California, County of Sacramento.

1.9 "Defense Counsel" means Paul M. Smith and Ace Tate of Ogletree, Deakins, Nash, Smoak & Stewart PC.

1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.

1.11 “Gross Settlement Amount” means Two Hundred Eighty Thousand Dollars and No Cents ($280,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.3(a)(1)(A).

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i) as that statute read prior to effective date of AB 2288 and SB 92.

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

1.17 “Operative Complaint” means the consolidated compliant filed by Plaintiffs in Case No. 23CV007905

1.18 “PAGA Counsel” means David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc., Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua Falakassa of Falakassa Law, PC, the attorneys representing the Plaintiffs in the Action.

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

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee actually performed work for Defendants for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from September 2, 2022, to October 29, 2025.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.23 "PAGA Notices" means Plaintiffs' letters to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case Nos. LWDA-CM-1018649-24 and LWDA-CM-979223-23).

1.24 "PAGA Penalties" means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.25 "Plaintiffs" means Paul Nathan Wynn and Mitchell Roman, the named Plaintiffs in the Action.

1.26 "Plaintiffs' Enhancement Payment" means the payment to the Plaintiffs for initiating the Action and providing services in support of the Action.

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

1.28 "Released Parties" means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and other related entities, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, joint obligors, any joint employer and any individual or entity which could be jointly liable with Defendants.

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

2. <u>RECITALS.</u>

2.1 On September 5, 2023, Plaintiff Wynn commenced this Action by filing a Class and Representative Action Complaint alleging causes of action against Defendants for Civil Penalties under Labor Code section 2698, *et seq*.

2.2 On May 30, 2024, Plaintiff Mitchell commenced a similar lawsuit alleging a single cause of action against Defendant Avanath Realty, Inc. for Civil Penalties under Labor Code section 2698, *et seq.*

2.3 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.5 On January 9, 2024, Plaintiff Wynn dismissed his class claims in the Superior Court and submitted his individual wage-and-hour claims to arbitration. Plaintiff Wynn's arbitration demand was submitted to JAMS on February 2, 2024, and was assigned Reference No. 5130000679.

2.6 On July 19, 2024, the Court compelled Plaintiff Mitchell's individual PAGA claims to arbitration. Plaintiff Mitchell initiated arbitration with JAMS on July 31, 2024, and the matter was assigned Reference No. 52400002481

2.7 On July 31, 2025, the Parties participated in a full-day mediation presided over by Jeffrey Fuchsman, Esq., which led to this Agreement to settle the Action.

2.8 Prior to mediation, Plaintiffs obtained, through both formal discovery in arbitration and informal discovery, the relevant policies, procedures, and data from Defendant.

2.9 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Two Hundred Eighty Thousand Dollars Zero Cents ($280,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%, which is currently estimated to be $93,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiffs: An enhancement payment not to exceed $5,000.00 to each Plaintiff (totaling $10,000.00), subject to Court approval. This payment will be in addition to any Individual PAGA Payment to which the named Plaintiffs are entitled to receive. Defendants will not oppose Plaintiffs' request for an Enhancement Payment that does not exceed this amount. If the Court awards an amount less than the maximum enhancement payment to each Plaintiff the difference shall go towards the Net Settlement Amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $4,700.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than or the Court approves payment less than $4,700.00, the Administrator will retain the remainder in the Net Settlement Amount. If upon a showing of good cause the Court approves an increased Administrator Expenses Payment, such sum shall be taken out of the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $151,966.67 to be paid from the Gross Settlement Amount, with 75% ($113,975.00) allocated to the LWDA PAGA Payment and 25% ($37,991.67) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($37,991.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 226 Aggrieved Employees who worked a total of 7,150 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and all PAGA Notices including but not limited to the alleged failure to pay all minimum wages and overtime or provide premium compensation at 1.5x or 2.0x the regular rate; the alleged failure to provide compliant meal breaks and rest breaks and/or premium compensation in lieu thereof at the regular rate; the alleged failure to provide accurate wage statements; the alleged failure to reimburse for business expenses; the alleged failure to provide paid sick leave and/or to pay the same at the regular rate of pay; the alleged failure to maintain accurate employment and payroll records; the alleged untimely payment of wages during employment and the alleged failure to pay all final wages when due.

5.2 Release by Plaintiffs And PAGA Counsel:

Plaintiffs and PAGA Counsel release, on behalf of themselves and all present and former attorneys, employees, agents, successors and assigns, the Released Parties, from all claims for PAGA Fees and Litigation Expenses incurred in connection with the litigation of the Operative Complaint and the PAGA Period facts.

Nothing in this Agreement shall be construed as a release of any individual wage-and-hour claims asserted by Plaintiffs in their respective arbitration proceedings with JAMS, titled *Wynn v. Avanath Communities, Inc., et al* (JAMS Reference Number 5130000679), and *Mitchell v. Avanath Realty, Inc*., (JAMS Reference No. 52400002481).

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator. The Parties agree that the motion for Approval of the PAGA settlement will be filed in the matter of *Wynn v Avanath Communities, Inc., et al.*, Sacramento County Superior Court, Case No. 23CV007905

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will appeal to the mediator, Jeff Fuchsman, Esq., and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If after good faith efforts are made, the Parties are still unable to resolve the Court's concerns to effect the Settlement as contemplated herein, this Agreement shall become null and void and the Actions shall be returned their status as of the date of mediation with Jeff Fuchsman, Esq. (July 31, 2025) as if no Settlement had been reached.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. The PAGA Settlement is based on an estimate that there are 7,150 pay periods worked by aggrieved employees during the PAGA Period as of July 31, 2025. If the number of pay periods worked by aggrieved employees during the PAGA Period exceeds 7,865 (i.e., 10% more than the number of pay periods estimated as of July 31, 2025), then at Defendants' election, the PAGA Settlement will (i) increase by 1% for every 1% over the 10% threshold or (ii) the PAGA Period will end on the date the number of pay periods equals 7,865. Under the first option, the PAGA Settlement shall only increase in whole percentage increments and only if the number of workweeks is at least 0.5% above the next threshold (e.g., 10.5-10.9% increases to 11%; 10.1-10.4% remains 10%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement. The Court shall retain jurisdiction 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties 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. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Plaintiffs:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendants:

Paul M. Smith
paul.smith@ogletree.com
Ace T. Tate
ace.tate@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart PC.
400 Capitol Mall, Suite 2800
Sacramento, CA 95814

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

Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

10.17 Publicity. Plaintiffs and PAGA Counsel agree not to issue a press release regarding the Settlement, respond to press/media inquiries other than state the case has resolved and identify publicly available settlement documents or publicize this Settlement in any way except in Court filings. Plaintiffs will not disparage Released Parties or their counsel. Plaintiffs also agree not to publicly speculate about the motivations behind the decision of Defendants to settle this Action. Defendants may, however, disclose the terms of this Settlement as it deems necessary prior to the Court granting Final Approval of Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: 11/27/2025

DocuSigned by:
Paul Wynn
025E7713D4E14E5...
Paul Nathan Wynn, Individually and on behalf of the State of California

Dated: ____________________

____
Roman Mitchell, Individually and on behalf of the State of California

Dated: 08-Dec-2025

DocuSigned by:
Pat Gaudin
115911CD98BB438...
Pat Gaudin, Executive Vice President – Human Resources, on behalf of:
AVANATH COMMUNITIES, INC.;
AVANATH REALTY, INC.; and
AVANATH CAPITAL MANAGEMENT, LLC

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IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: ________________________

____
Paul Nathan Wynn, Individually and on behalf of the State of California

Dated: 11/24/2025

DocuSigned by:
5256043F78714D0...
Roman Mitchell, Individually and on behalf of the State of California

Dated: ________________________

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Pat Gaudin, Executive Vice President – Human Resources, on behalf of:
AVANATH COMMUNITIES, INC.;
AVANATH REALTY, INC.; and
AVANATH CAPITAL MANAGEMENT, LLC