Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493 | Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168 | Fax: (888) 505-0868

Attorneys for Plaintiff SEAN VANDERVEEN
on behalf of the State of California

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of the State of California, as a private attorney general, Plaintiff, v. WOODMONT REAL ESTATE SERVICES, L.P., a California Corporation; and DOES 1-50, inclusive, Defendants.	Case No. 23-CIV-05747 ASSIGNED FOR ALL PURPOSES TO JUDGE NINA SHAPIRSHTEYN DEPARTMENT 11 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE** Complaint Filed: December 5, 2023 FAC Filed: March 26, 2024 Trial Date: Not Set

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Stipulation of Settlement") is made and entered into by and between plaintiff Sean Vanderveen ("Plaintiff" and "Class Representative"), on behalf of the State of California, as a private attorney general, and defendant Woodmont Real Estate Services, L.P. ("Defendant").

This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks to represent, and on: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, director, officers, agents, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively, "Released Parties"). The Settlement contemplated by this Stipulation of Settlement may hereinafter be referred to as the "Settlement."

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiff and Defendant are collectively referred to herein as "the Parties."

2. On December 5, 2023, Plaintiff sent a letter to the Labor and Workplace Development Agency ("LWDA") alleging violations of the Private Attorneys General Act ("PAGA") against Defendant for the "Released PAGA Claims," as defined below.

3. On December 5, 2023, Plaintiff filed a complaint against Defendant in the San Mateo County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to pay all sick time, failure to provide accurate itemized wage statements, waiting time penalties, failure to reimburse for necessary business expenditures, and unfair competition.

4. On March 26, 2024, Plaintiff filed his First Amended Complaint, alleging a single claim for civil penalties under the PAGA against Defendant.

5. The Parties explored the possibility of settlement by exchanging pre-mediation documents and data, including a randomly selected sample of time clock and payroll records.

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

Following this production and assessment, the Parties engaged in arm's-length settlement negotiations and participated in private mediation with a well-respected mediator, Daniel Turner, Esq. At the mediation, the Parties reached a settlement agreement through arm's-length negotiations and executed a confidential Memorandum of Understanding, which has since been formalized into this Stipulation of Settlement.

6. Plaintiff filed a Second Amended Complaint, alleging all Released Class Claims (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or "Action").

7. The "Class Period" is from December 5, 2022 to February 24, 2025.

8. The "PAGA Period" is from December 5, 2022 to February 24, 2025.

9. This Action has been actively litigated, with ongoing investigations, an exchange of documentation and data, and extensive settlement negotiations, including private mediation. Plaintiff has not filed a motion for class certification, nor has the Court set a deadline for the filing of such a motion.

10. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall consist of all persons employed by Defendant in California as a non-exempt hourly employee from December 5, 2022 to February 24, 2025. The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

11. For purposes of the Settlement, all Class Members who worked any hours for Defendant in California from December 5, 2022 to February 24, 2025 are aggrieved employees with respect to PAGA ("PAGA Members"), and will be paid their PAGA Share and release the "Released PAGA Claims" regardless of whether they submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

///

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

12. Solely for purpose of settling this case, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members.

b. There are common questions of law and fact, including but not limited to the following:

i. Whether Defendant complied with applicable laws affecting Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiff and the Settlement Class are entitled to alleged unpaid wages, penalties, interest, and attorneys' fees and costs.

c. Plaintiff believe Plaintiff's claims are typical of the claims of the members of the Settlement Class.

d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of the Settlement Class, and that Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. should be "Class Counsel" and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiff believes questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

13. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint, and further denies that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

Plaintiff's claims, Defendant contends, among other things, that it has complied with all applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

14. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from the allegations and causes of action stated in the Complaint. To achieve a full and complete release of Defendant, Plaintiff and each Class Member acknowledge that this Stipulation of Settlement is intended to include in its effect all claims of any nature reasonably arising out of the allegations made in the Complaint.

15. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and complete settlement and release of all claims arising from the allegations in the Complaint against: (i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, director, officers, agents, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

16. Counsel for the Settlement Class have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of Class Members' claims against Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Parties.

17. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and for entry of judgment in accordance with this Settlement.

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

18. This Settlement provides that Defendant will pay Settlement Awards and PAGA Shares (defined below) according to a specified formula to each Settlement Class Member who does not request to be excluded from this Settlement. The total payment under the Settlement is $530,000.00, which includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the service award to the class representative, penalties of any nature, including PAGA penalties and settlement administration expenses. It is understood and agreed that Defendant shall have no obligation to pay any person, entity or organization more than the amount of its maximum total liability under the Settlement, except that Defendant will separate pay as an additional obligation the employer's share of the payroll taxes for the wage portion of the Settlement Awards.

TERMS OF SETTLEMENT

19. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among Plaintiff and Defendant that this Action and any claims, damages or causes of action arising out of the Complaint, which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been provided to the Settlement Class, providing them with an opportunity to opt out of or to object to the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement, and without objection from the LWDA; and (v) in the event there are objections to the Settlement which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant, contrary to Paragraph 18 above, is required by the Court to pay more than the total amount of its Maximum Settlement Amount (defined below) under the Settlement as set forth in Paragraph 18 under any circumstances. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Maximum Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a maximum of $530,000.00, which includes: all payments to Class Members and PAGA Members; Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the service award to the class representative; $30,000.00 allocated to penalties under the PAGA with seventy-five percent (75%) of that amount, or in other words $22,500.00, paid to the LWDA, and twenty-five percent (25%) of that amount, or in other words $7,500.00, paid to the Settlement Class as described below; and the settlement administration expenses ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds until payment following final approval of the Settlement by the Court. All payments to Class Members and PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the service award and settlement administration expenses will be paid out of the Maximum Settlement Amount. Under no condition will Defendant's aggregate liability exceed the

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

Maximum Settlement Amount, except that Defendant will pay the employer's share of the payroll taxes for the wage portion of the Settlement Awards in addition to the Maximum Settlement Amount. The "Net Settlement Amount," the amount available for potential distribution to Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the service award to the class representative; (iii) the PAGA penalty payment to the LWDA as described further below; and (iv) settlement administration expenses. Settlement Awards to the Class Members, and PAGA Shares to the PAGA Members, will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount will be paid out *pro rata* to Class Members who do not opt out, and to all PAGA Members.

i. Settlement Awards to Class Members: Defendant, based on Defendant's time clock records, will calculate the number of weeks worked by all Class Members during the Class Period. The Settlement Administrator will calculate the amount to be paid to Class Members on a per workweek basis as Settlement Awards by dividing the Net Settlement Amount by the aggregate number of weeks worked by all Class Members. Partial workweeks will not be counted; however, if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's workweek data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. Defendant will provide time clock data to the Settlement Administrator for resolution of any workweek dispute by a particular Class Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. No claim form shall be required for Settlement Class Members to receive their Settlement Awards.

ii. Private Attorneys General Act Allocation: Subject to Court approval, the Parties have agreed to allocate $30,000.00 of the Maximum Settlement Amount to Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in other words $22,500.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State of California, and the remaining twenty-five percent (25%), or in other words $7,500.00, will remain

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

included in the Net Settlement Amount. Defendant will calculate the number of weeks worked by PAGA Members during the PAGA Period based on time clock data. Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a PAGA Member, such PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's workweek data will be presumed to be correct unless a particular PAGA Member proves otherwise to the Settlement Administrator by credible written evidence. Defendant will provide time clock data to the Settlement Administrator for resolution of any workweek disputes by a particular PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. The amount to be paid per workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of pay periods worked by PAGA Members. No claim form shall be required for PAGA Members to receive their PAGA Awards.

iii. Allocation of Settlement Awards: The Parties have agreed, based on the allegations in the Action, that individual Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: fifteen percent (15%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty-five percent (85%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Forms 1099-MISC will issue.

iv. Settlement Awards and PAGA Shares Do Not Trigger Additional Benefits: All Settlement Awards to Class Members, and all PAGA Shares to PAGA Members, shall be deemed to be income to such Class Members and PAGA Members solely in the year in which such awards actually are received by Class Members and PAGA Members. It is expressly understood and agreed that the receipt of such Settlement Awards and PAGA Shares will not entitle any Class Member or PAGA Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

by the Settlement, nor will it entitle any Class Member or PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to the Class Members and the PAGA Members in connection with this Settlement, and that the Class Members and PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards and PAGA Shares (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

v. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class Counsel's attorneys' fees and litigation costs as set forth in Paragraph 21 below.

vi. Class Representative: The Parties agree to the designation of Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's execution of a general release of all claims under California Code of Civil Procedure section 1542, Defendant agrees to a payment to Plaintiff, from the Maximum Settlement Amount, an award at no additional cost to the Released Parties, ("Service Award"). The Service Award paid to the Class Representative cannot exceed $5,000.00, is subject to Court approval, and is in addition to any claimed individual Settlement Award to which the Class Representative is entitled under this Stipulation of Settlement. The Service Award is to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Service Award to Plaintiff for Plaintiff's service as Class Representative, and Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court approve a Service Award to the Class Representative in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Service Award set forth above shall be added to the Net Settlement Amount.

vii. Settlement Administrator: The Settlement Administrator will be mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed quote for settlement administration expenses which Plaintiff's Counsel agrees to request and to

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

circulate to Defendant's Counsel. All settlement administration expenses shall be paid out of the Maximum Settlement Amount.

viii. Mailing of Settlement Awards and PAGA Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members who have not opted out of the Settlement and have not previously released their claims as to Defendant, and the PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after Defendant funds the Settlement. Defendant will fund the Settlement thirty (30) calendar days after the Settlement becomes effective as defined in Paragraph 19.b.

ix. Potential Escalator Clause or Alternative Class Period End Date: For Settlement purposes and based on Class Member data presently available at the time of Settlement, Defendant represent that the Class Members consist of 474 employees who have worked 30,000 workweeks from December 5, 2022 to November 20, 2024. The Parties further agree that if the final number of workweeks from December 5, 2022 to November 20, 2024, which formed the basis of the Settlement, increase by more than ten percent (10%) above 30,000 workweeks (e.g., to greater than 33,000 workweeks), Defendant at its sole discretions shall either: (1) increase the Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten percent (10%) (*i.e.*, by the percentage of workweeks above 33,000 workweeks); or (2) end the Class Period at the point in time where workweeks equal 33,000 workweeks.

d. Service Award to Plaintiff for Service as Class Representative: The Settlement Administrator will pay the Service Award approved by the Court to Plaintiff within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 19.b.

e. Right to Rescission: If more than five percent (5%) of the Settlement Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice"), Defendant shall have the right (but need not) in its sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendant

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

exercises this option, Defendant shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel's fees and costs.

SETTLEMENT ADMINISTRATION

20. The Settlement Administrator shall be mutually agreed upon by the Parties to perform the customary duties of Settlement Administrator, subject to Court approval. The Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA Members. The Settlement Administrator shall be granted reasonable access to Defendant's records to perform its duties, such as resolving workweek disputes, if necessary. At the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and send out Settlement Award checks to Class Members and PAGA Shares to PAGA Members. Tax treatment of the Settlement Awards and PAGA Shares will be as set forth herein and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties.

ATTORNEYS' FEES AND LITIGATION COSTS

21. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in other words up to $176,666.67, and attorneys' costs not to exceed $20,000.00 from the Maximum Settlement Amount. Defendant will not object to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the Maximum Settlement Amount shall be added to the Net Settlement Amount.

22. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 19.b.

NOTICE TO THE SETTLEMENT CLASS

23. The Class Action Settlement Notice shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

a. Within thirty (30) calendar days after preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of weeks worked during the Class Period and the PAGA Period based on Defendant's time clock data. The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information. To the extent Class Counsel possesses or comes to possess the contact information and/or Social Security Numbers from the Settlement Administrator, Class Counsel shall return all such information (including copies and data or information derived therefrom) within seven (7) calendar days from the date the Court finally approves the Settlement, shall destroy all copies in any form of such information, and shall not retain, maintain or use such information for any purpose. The information provided for above shall be based on Defendant's payroll and other business records and in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

information will need to be provided to the Settlement Administrator by reasonable security measures and reasonably secure technology. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the Settlement Administrator will mail the Class and PAGA Notice to Class Members and PAGA Members.

b. Class and PAGA Notices returned to the Settlement Administrator as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace return mail and re-mail within three (3) business days of receipt using the Class Member's Social Security Number; this search will be performed only once per Class Member by the Settlement Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class and PAGA Notice to the affected member of the Settlement Class. The affected member of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence, proof of mailing, and the outcome of the notice process with regard to the mailing of the Class and PAGA Notice.

///

///

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

ADMINISTRATION PROCESS

24. The Class Members will have sixty (60) calendar days from the date of mailing in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out of the PAGA portion of the Settlement as PAGA Members.

25. Defendant, on behalf of the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount 30 calendar days after the Effective Date. Checks for Settlement Awards and PAGA Shares shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder notice to all Class Members and PAGA Members who have not cashed the Settlement Award or PAGA Share check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA Share checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member or the PAGA Member within that time, at which point the Class Members' and PAGA Members' claims will be deemed void and of no further force or effect, and the Class Members' and PAGA Members' claims will remain released by the Settlement. The checks provided to Class Members and PAGA Members shall prominently state the expiration date or a statement that the checks will expire in one hundred twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Settlement Award and PAGA Share checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award or PAGA Share checks after the expiration date will be paid within fourteen (14) calendar days after the one hundred twenty (120)-day check cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3) with 50 percent to Koinonia Family Services, a non-profit 501(c)(3) organization for child advocacy programs in the State of California, and 50 percent to Legal Aid at Work for labor rights advocacy programs in the State of California, as the *cy pres* recipients, subject to Court approval. Any residue received by Koinonia Family Services and Legal Aid at Work shall be ordered by the Court to be used solely for child advocacy and labor rights advocacy programs within the State of California pursuant to California Code of Civil Procedure section 384(b). Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendant

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

with a report listing the amount of all payments to be made to each Class Member and PAGA Member. The Settlement Administrator will be responsible for making appropriate deductions, calculating and reporting the employer payroll taxes on the Settlement Awards and PAGA Shares, paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-approved Service Award, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, paying the settlement administration expenses, meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class Members and PAGA Shares to PAGA Members. Proof of compliance with the Court's final approval order will be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days after all payment obligations, the check cashing deadline for Class Members, and payment to the *cy pres* beneficiary have passed.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

26. Opting Out of the Class Action Settlement. For those Class Members who do not wish to participate in the class action portion of the Settlement, such Class Members may exclude themselves by submitting a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a PAGA Member and release all Released PAGA Claims during the PAGA Period. The written request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement," he/she has decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name and dates he/she worked as a Class Member for Defendant in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

27. Objecting to the Class Action Settlement. Any individual who does not exclude himself/herself from the class action portion of the Settlement can object to the terms of the

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the San Mateo County Superior Court of the State of California and send copies to the Settlement Administrator, Class Counsel and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendant no later than sixty (60) calendar days after the Settlement Administrator mails the Class and PAGA Notice. However, a Class Member may appear at the Final Approval hearing, either in person or through his/her own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

28. Released Class Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion fully release and discharge the Released Parties from all claims under state, federal, and local law that were or could have been reasonably asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, California Industrial Commission Wage Orders, Division of Labor Standards Enforcement Manual, 4.3.4, Cal. Code Regs., Title 8, section 11040, *et seq.*, California Employment Development Department guidance, 29 C.F.R. sections 778.110 and 778.111, California Business and Professions Code section 17200, *et seq.*, California Civil Code sections 3287 and 3289 and California Code of Civil Procedure section 1021.5, and including all

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

claims for or related to alleged unpaid wages, on call time, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, housing credit/value of housing/rent offset, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action that arose during the Class Period (collectively "Released Class Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation and claims outside the Released Class Claims.

29. Released PAGA Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, the claims to be released by Plaintiff and the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804 and 2698, *et seq.*, and the wage orders of the California Industrial Welfare Commission, based on the facts alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members during the PAGA Period ("PAGA Release Period"), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

to the Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude themselves/himself/herself from the Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

30. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request that all current Court deadlines be continued pending Court approval of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written) with the putative class members, other than through Court-approved notices; this provision does not prevent Class Counsel from communicating with any Class Members or PAGA Member who may contact Class Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Mateo County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval. At the same time Plaintiff submits this Stipulation of Settlement to the San Mateo County Superior Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement and pursuant to Court's availability, Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable between the Parties and also provides for the following:

a. Scheduling a Final Fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and the Class Representative' Service Award should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiff as Class Representative and Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel;

c. Approving as to form and content the proposed Class and PAGA Notice;

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class and PAGA Notice;

e. Directing the mailing of the Class and PAGA Notice by first-class mail to the Class Members and PAGA Members;

f. Preliminarily approving the Settlement subject only to the objections of Class Members and PAGA Members, and final review by the Court; and

g. Enjoining Plaintiff and all Class Members from filing or prosecuting any other cases, claims, suits, or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with the Settlement Administrator has elapsed.

(h) The Preliminary Approval Order shall be in substantially the same form and substance set forth as **Exhibit 2** to this Settlement.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

31. Class Counsel agreed to return all confidential documents, lists and data in all forms and formats (originals and copies) within seven (7) calendar days from final Court approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and substantially in the same form and substance set forth as **Exhibit 3** to this Settlement, and provides for the following:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Service Award to the Class Representative; and

///

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

d. Entering judgment in accordance with California Rules of Court, rule 3.769(h).

PARTIES' AUTHORITY

32. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

33. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

34. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

NO PRIOR ASSIGNMENTS

35. The Parties and their counsel represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

36. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

ENFORCEMENT ACTIONS

37. The Parties agree that the San Mateo County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

NOTICES

38. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class

Mehrdad Bokhour
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Joshua S. Falakassa
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Defendant

Cary G. Palmer
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

NO PUBLIC COMMENT

39. The Class Representative and Class Counsel will not make any public disclosure of the Settlement, except through Court filings to preliminary and finally approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and will

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

ensure that the Class Representative adheres to, the restriction against any public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps reasonably necessary to ensure that the Class Representative are aware of, and will ensure that he will adhere to, the restriction against any media comment on the Settlement and its terms.

CONSTRUCTION

40. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of arms-length negotiations and private mediation between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

41. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

42. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

43. This Stipulation of Settlement and the Confidential Memorandum of Understanding contain the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations,

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

44. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

45. It is agreed that because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

NO PROSECTION OF RELEASED CLASS CLAIMS UNLESS OPTED OUT

46. To facilitate administration of the Settlement pending final approval, the Parties agree Plaintiff and all Class Members are enjoined from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims against the Released Parties unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the Released Class Claims has elapsed; this provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the Released Claims to the fullest extent permitted by law.

COUNTERPARTS

47. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken

///

///

Docusign Envelope ID: 2DB395A2-D0FA-41FB-BFD6-83CD8BB20856

together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below.

Plaintiff and Class Representative

Dated: 8/19/2025

By: Signed by: Sean Vanderveen 7F80B1A8972541B...
Sean Vanderveen

Defendant

WOODMONT REAL ESTATE SERVICES, L.P.

Dated: _____

By: _____
Authorized Officer or Agent

APPROVED AS TO FORM:

BOKHOUR LAW GROUP, P.C.

Dated: 8/21/2025

By: Signed by: MEHRDAD BOKHOUR D8D3643E2Z1940E...
Mehrdad Bokhour
Attorneys for Plaintiff Sean Vanderveen, Class Members and PAGA Members

FALAKASSA LAW, P.C.

Dated: 8/19/2025

By: DocuSigned by: Joshua Falakassa 15A628B2C5A149C...
Joshua Falakassa Law, P.C.
Attorneys for Plaintiff Sean Vanderveen, Class Members and PAGA Members

JACKSON LEWIS P.C.

Dated: _____

By: _____
Cary G. Palmer
Attorneys for Defendant
Woodmont Real Estate Services, L.P.

Docusign Envelope ID: CC9B096E-7B41-4D42-8323-A2B385F552EC

together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below.

Plaintiff and Class Representative

Dated: _____

By: _____
Sean Vanderveen

Defendant

WOODMONT REAL ESTATE SERVICES, L.P.

Dated: 8/22/2025

By: Ron Granville
Authorized Officer or Agent

APPROVED AS TO FORM:

BOKHOUR LAW GROUP, P.C.

Dated: _____

By: _____
Mehrdad Bokhour
Attorneys for Plaintiff Sean Vanderveen, Class Members and PAGA Members

FALAKASSA LAW, P.C.

Dated: _____

By: _____
Joshua Falakassa Law, P.C.
Attorneys for Plaintiff Sean Vanderveen, Class Members and PAGA Members

JACKSON LEWIS P.C.

Dated: 8/22/2025

By: Cary Palmer
Cary G. Palmer
Attorneys for Defendant
Woodmont Real Estate Services, L.P.