PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Floyd Lindley ("Plaintiff Lindley") and Andrew Salse ("Plaintiff Salse") (collectively, "Plaintiffs") and Defendant Gleiberman Properties, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' representative Private Attorney General Act ("PAGA") lawsuit alleging wage and hour violations against Defendant captioned *Lindley v. Gleiberman Properties, Inc.*, San Diego County Superior Court Case No. 37-2024-00017232-CU-OE-CTL, filed on April 11, 2024; *Salse v. Gleiberman Properties, Inc. dba MG Properties*, Alameda County Superior Court Case No. 24CV082436, filed on July 5, 2024; and *Salse v. Gleiberman Properties, Inc. dba MG Properties,* San Bernardino County Superior Court Case No. CIVSB2417639, filed on April 30, 2024.

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

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

1.4. "Aggrieved Employee(s)" or "PAGA Members" means all non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's 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 Court's order granting approval of the Settlement.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defense Counsel" means Marie Burke Kenny and Karina J. Lo of Procopio, Cory Hargreaves & Savitch LLP.

1.10. "Effective Date" means the date on which the Judgment becomes final. If the Court does not approve the proposed settlement, it shall be null and void, and the Parties shall return to their respective positions in the action as though no Settlement were reached.

1.11. "Gross Settlement Amount" means Seven Hundred Thirty-Four Thousand Five Hundred Eighty Dollars ($734,580), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8, below. The Gross Settlement Amount will be paid by Defendant in satisfaction of all claims arising in the Action, including, but not limited to, amounts used to pay Plaintiffs' Service Awards, the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means an 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 Approval Order.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs' Service Awards, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount constitutes the total PAGA Penalties to be paid under the Settlement, of which 75% shall be paid to the LWDA as the LWDA PAGA Payment and 25% shall be distributed to Aggrieved Employees as Individual PAGA Payments pursuant to Labor Code section 2699(i).

1.17. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of Falakassa Law, PC, and Eugene Zinovyev of Wilshire Law Firm, the attorneys representing the Plaintiffs in the Action.

1.18. "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.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from December 5, 2022 through December 31, 2025.

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

1.22. "PAGA Notices" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). This includes the Amended Notice jointly submitted to the LWDA by Plaintiff Lindley and Plaintiff Salse.

1.23. "PAGA Penalties" means the Net Settlement Amount, which constitutes the total amount of civil penalties to be paid in settlement of the PAGA claims, of which 75% shall be paid to the LWDA as the LWDA PAGA Payment and 25% shall be distributed to the Aggrieved Employees as Individual PAGA Payments pursuant to Labor Code section 2699(i).

1.24. "Plaintiffs" means Floyd Lindley and Andrew Salse, the named Plaintiffs in the Action.

1.25. "Plaintiffs' Service Awards" means the service award paid to Plaintiffs for serving as the named Plaintiffs in this matter, subject to the approval of the Court.

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

1.27. "Released Parties" means Defendant and its joint employers, joint venturers, owners, staffing companies, parent companies, subsidiaries, affiliated and related entities for which Defendant acts as the property manager, as well as its/their officers, directors, investors, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, and any other representatives of any kind.

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

1.29. "Defendant" means Gleiberman Properties, Inc., the named Defendant in the Action.

2. RECITALS.

2.1. Pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiff Lindley gave timely written notice to Defendant and the Labor and Workforce Development Agency ("LWDA") by submitting the required PAGA Notice on December 5, 2023.

2.2. Pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiff Salse gave timely written notice to Defendant and the Labor and Workforce Development Agency ("LWDA") by submitting the required PAGA Notice on April 30, 2024.

2.3. On April 11, 2024, Plaintiff Lindley commenced an action by filing a Complaint against Defendant Gleiberman Properties, Inc. on behalf of himself and the allegedly Aggrieved Employees, asserting a claim for civil penalties under the PAGA arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages or pay overtime at the regular rate of pay, failure to provide compliant meal periods or pay meal period premiums, failure to provide compliant rest periods or pay rest period premiums, failure to pay sick leave at correct rate, failure to provide accurate wage statements, failure to timely pay wages during employment, and failure to timely pay wages upon separation or pay required waiting time penalties.

2.4. On April 30, 2024, Plaintiff Salse commenced an action by filing a Complaint against Defendant Gleiberman Properties, Inc. on behalf of himself, and all other similarly situated, asserting claims arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages or pay overtime at the regular rate of pay, failure to provide compliant meal periods or pay meal period premiums, failure to provide compliant rest periods or pay rest period premiums, failure to provide accurate itemized wage statements, failure to maintain accurate time records, failure to timely produce requested employment records, failure to timely pay wages during employment, failure to timely pay wages upon separation or pay required waiting time penalties, failure to reimburse necessary business expenses, and violation of California Business and Professions Code section 17200, et seq.

2.5. On July 5, 2024, Plaintiff Salse commenced another action by filing a Complaint against Defendant Gleiberman Properties, Inc. on behalf of himself and other allegedly Aggrieved Employees, asserting a claim for civil penalties under the PAGA arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages or pay overtime at the regular rate of pay, failure to provide compliant meal periods or pay meal period premiums, failure to provide compliant rest periods or pay rest period premiums, failure to provide accurate itemized wage statements, failure to maintain accurate time records, failure to timely produce requested employment records, failure to timely pay wages during employment, failure to timely pay wages upon separation or pay required waiting time penalties, and failure to reimburse necessary business expenses.

2.6. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified therein, and denies any and all liability for the causes of action alleged.

2.7. On June 10, 2025, the Parties participated in an all-day mediation presided over by Jeffrey Fuchsman, Esq., a well-respected and experienced wage and hour mediator. These good-faith, arm's-length negotiations resulted in the settlement of the Action and are memorialized in this Settlement Agreement following extensive negotiations regarding the terms and conditions of the Settlement.

2.8. PAGA Counsel conducted extensive investigation, discovery, review, and analysis of data and documents, and evaluation concerning the claims set forth in the Action.

2.9. PAGA Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Action and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Action through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Plaintiffs and the Aggrieved Employees and State of California pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Aggrieved Employees and State of California. Plaintiffs, on their own behalf and as a private attorney general on behalf of the State of California with respect to PAGA Members, have agreed to settle the Action with Defendant on the terms set forth herein.

2.10. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in Defendant’s best interest to accept the terms of this Agreement. Defendant generally and specifically denies any and all liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes that any wages, damages and penalties claimed by Plaintiffs, alleged in the Operative Complaint(s), and alleged in Plaintiffs' PAGA Notices are owed, and further contends that the Action is not appropriate for representative treatment, other than for the limited purpose of effectuating this Settlement. Defendant asserts a number of defenses to the alleged claims and contends, among other things, that it has made substantial good faith efforts to comply with the California Labor Code and the Industrial Welfare Commission Wage Orders at all times during the PAGA Period. Defendant asserts that it adopted compliant wage-and-hour practices. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as a concession, admission, or indication by or against Defendant, or any of the Released Parties, of any fault, wrongdoing, or liability whatsoever. This Agreement is not a concession or admission by Defendant that Plaintiffs have standing or can serve as adequate representatives, except for the limited purpose of effectuating this Settlement. There has been no determination by any court as to the merits of the claims Plaintiffs assert against Defendant or whether this Action is appropriate for representative treatment for any purpose other than settlement. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8, below, Defendant promises to pay Seven Hundred Thirty-Four Thousand Five Hundred Eighty Dollars ($734,580) and no more than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be $244,860, and a PAGA Counsel Litigation Expenses Payment of not more than $40,000.00. Defendant will not oppose requests for Court approval of these payments, provided they do not exceed the amounts set forth above. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel 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 Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA

Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS Form 1099s. 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To Plaintiffs: From the Gross Settlement amount, Plaintiffs will receive Service Awards in the amount of $10,000 each for serving as the Plaintiffs in this matter, subject to the approval of the Court. If the Court approves Service Awards less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $6,000, except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than $6,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount (~$317,790) allocated to the LWDA PAGA Payment and 25% (~$105,930) 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 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA 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, Defendant estimates the Aggrieved Employees worked a total of 24,133 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) business days of the Effective Date of this Agreement, Defendant will 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. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers 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 Defendant 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. Defendant shall fund the total Gross Settlement Amount within thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiffs' Service Awards, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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

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

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising during the PAGA Period, including, but not limited to: (a) all individual claims that were, or reasonably could have been, alleged, based on the facts contained in the operative Complaint filed by Plaintiff Lindley, in the operative Complaints filed by Plaintiff Salse, in the Operative Complaint as amended in the Action, Plaintiffs' PAGA Notices and Amended PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by the LWDA, State of California, and Aggrieved Employees: Upon the occurrence of the Effective Date and the full funding of the Gross Settlement Amount, Plaintiffs, the PAGA Employee Group, the State of California, and the Labor and Workforce Development Agency shall release any and all claims under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") against Defendant and the Released Parties. This release includes all PAGA claims asserted or that could have been asserted in the operative Complaint filed by Plaintiff Lindley, in the operative Complaint filed by Plaintiff Salse, in the Operative Complaint as amended in the Action, and/or in Plaintiffs' PAGA Notices based on the facts and allegations contained therein. The claims released include, but are not limited to, alleged violations for failure to pay for all hours worked, including off-the-clock work; failure to pay minimum wages; failure to pay overtime wages; failure to pay overtime wages at the regular rate of pay; failure to provide meal periods and premium pay; failure to pay meal period premium pay at the regular rate of pay; failure to authorize and permit rest periods and premium pay; failure to pay rest period premium pay at the regular rate of pay; failure to pay sick leave at the regular rate of pay; failure to provide one day of rest in seven; failure to provide reporting time pay; failure to reimburse necessary business expenses; failure to timely pay wages during employment; failure to provide timely wages upon separation of employment (waiting time penalties); failure to maintain accurate records; failure to timely produce requested employment records; failure to furnish complete, accurate, itemized wage statements; and violations of California's paid sick leave requirements. This release includes all claims for civil penalties arising under the California Labor Code, including but not limited to Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 213(d), 216, 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 231, 245 through 248.5, 248.6, 248.7, 256, 404, 432, 450, 510, 512, 512(a), 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.4, 1174.5, 1181.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 through 2699.5, 2800, 2802, 2804, 2810.5, and the applicable Wage Orders of the Industrial Welfare Commission. This release encompasses all PAGA claims, known and unknown, arising from the facts and allegations pleaded in the Actions during the PAGA Release Period.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that Plaintiffs' counsel will subsequently draft and file an application or motion for approval of this Settlement, including the notice to be provided to the Aggrieved Employees. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("Administrator") to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties, PAGA Counsel, and Defense 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 to provide 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's 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 Settlement is based on an estimate that aggrieved employees worked 24,133 pay periods during the PAGA Period as of December 31, 2025. If the number of pay periods worked by aggrieved employees during the PAGA Period exceeds 26,547 (i.e., 10% more than the number of pay periods estimated as of December 31, 2025), then, at Defendant's option, the PAGA Settlement will either increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end on the date the number of pay periods equals 26,547. For example, if the aggrieved employees worked 26,788 pay periods during the PAGA Period, then the PAGA settlement amount will increase by 1% from $734,580 to $741,926 or, at Defendant's option, the PAGA Period will end on the date the number of pay periods reaches 26,547.

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 pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. 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 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's 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 Defendant, 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 this Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at its option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and, upon reaching an agreement, submit a revised agreement to the Court.

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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel is 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 the 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 Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes 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 references 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:

Mehrdad Bokhour *mehrdad@bokhouralw.com* Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 310-975-1493	Joshua Falakassa *josh@falakassalaw.com* Falakassa Law, PC 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 818-456-6168

To Defendant:

Marie Burke Kenny *marie.kenny@procopio.com* Karina J. Lo *karina.lo@procopio.com* Procopio, Cory, Hargreaves & Savitch LLP 525 B Street, #2200 San Diego, CA 92101 619-238-1900

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

10.17 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.

10.18 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry, or make any public communication about the fact, amount, or terms of the Settlement, including Defendant's name, or any reference to Defendant's industry, except however that this does not prohibit disclosures required by law and/or between Plaintiffs and PAGA Counsel and their expert, or between Defendant and Defense Counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know to approve or execute the terms of this Agreement. In response to any inquiries, Plaintiffs and PAGA Counsel will state that "the case was resolved with Court approval." PAGA Counsel shall not report the Settlement or its content in any medium or in any publication and shall not contact any reporters or media regarding the Settlement, the Action, or their content. PAGA Counsel warrants that they are absolutely restricted from posting or reporting anything regarding the Defendant's names or Defendant's industry, the claims of Plaintiffs or the Aggrieved Employees, or this Settlement, or any reference to the Action on their website. However, Plaintiffs' Counsel is authorized and required by law to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiffs and PAGA Counsel, and/or their representatives, are not permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing this Settlement with their spouses, attorneys, tax advisors, or taxing authorities; or (ii) PAGA Counsel from communicating with the Administrator, Plaintiffs in this case, the LWDA, or with the court in which this action is pending; (iii) PAGA Counsel to report on the Settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (iv) PAGA Counsel from discussing the Settlement with the Aggrieved Employees if contacted with questions about the Settlement or the distribution of settlement proceeds.

Dated: 6/11/2026, 2026

DocuSigned by:
Floyd Lindley
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Plaintiff Floyd Lindley

Dated: june 11, 2026

DocuSigned by:
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Plaintiff Andrew Salse

Defendant Gleiberman Properties, Inc.

Dated: __________, 2026

By
Its

medium or in any publication and shall not contact any reporters or media regarding the Settlement, the Action, or their content. PAGA Counsel warrants that they are absolutely restricted from posting or reporting anything regarding the Defendant's names or Defendant's industry, the claims of Plaintiffs or the Aggrieved Employees, or this Settlement, or any reference to the Action on their website. However, Plaintiffs' Counsel is authorized and required by law to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiffs and PAGA Counsel, and/or their representatives, are not permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing this Settlement with their spouses, attorneys, tax advisors, or taxing authorities; or (ii) PAGA Counsel from communicating with the Administrator, Plaintiffs in this case, the LWDA, or with the court in which this action is pending; (iii) PAGA Counsel to report on the Settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (iv) PAGA Counsel from discussing the Settlement with the Aggrieved Employees if contacted with questions about the Settlement or the distribution of settlement proceeds.

Dated: __________, 2026

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Plaintiff Floyd Lindley

Dated: __________, 2026

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Plaintiff Andrew Salse

Defendant Gleiberman Properties, Inc.

Dated: June 11, 2026, 2026

DocuSigned by:
Patricia Gray
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By Patricia Gray
Its Vice President

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AGREED AS TO FORM BY COUNSEL

FALAKASSA LAW, P.C.

Dated: 6/11/2026, 2026

DocuSigned by:
Joshua Falakassa
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Joshua S. Falakassa, Esq.
Counsel for Plaintiffs and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: 6/11/2026, 2026

Signed by:
MEHRDAD BOKHOUR
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Mehrdad Bokhour, Esq.
Counsel for Plaintiffs and the PAGA Members

WILSHIRE LAW FIRM

Dated: June 11, 2026

Eugene Zinovyev, Esq.
Counsel for Plaintiffs and the PAGA Members

PROCOPIO, HARGREAVES & SAVITCH LLP

Dated: __________, 2026

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Marie Burke Kenny
Counsel for Defendant

AGREED AS TO FORM BY COUNSEL

FALAKASSA LAW, P.C.

Dated: ___________, 2026

____
Joshua S. Falakassa, Esq.
Counsel for Plaintiffs and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: ___________, 2026

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Mehrdad Bokhour, Esq.
Counsel for Plaintiffs and the PAGA Members

WILSHIRE LAW FIRM

Dated: ___________, 2026

____
Eugene Zinovyev, Esq.
Counsel for Plaintiffs and the PAGA Members

PROCOPIO, HARGREAVES & SAVITCH LLP

Dated: June 11, 2026, 2026

DocuSigned by:
Marie Burke Kenny
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Marie Burke Kenny
Counsel for Defendant