

John K. Landay, Esq. (257573)
jlanday@landayroberts.com
Waddy Stephenson, Esq. (284009)
wstephenson@landayroberts.com
LANDAY ROBERTS LLP
600 West Broadway, Suite 700
San Diego, CA 92101
Telephone: (619) 230-5712

Attorneys for Plaintiffs David Harris, Khaleehan Curtis,
Marisol Olivera, and Fabiola Delgado

JOHN S. CHA (Bar No. 129115)
JCha@buchalter.com
BUCHALTER LLP
18400 Von Karman Avenue, Suite 800
Irvine, California 92612
Telephone: (949) 760-1121

Attorneys for Defendant Colony Palms, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

David Harris, an individual; Khaleehan Curtis,
an individual; Marisol Olivera, an individual;
and Fabiola Delgado, an individual, individually
and on behalf of all similarly situated and
aggrieved employees of Defendants in the State
of California,

Plaintiff,

v.

Colony Palms, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVPS2400946

**JOINT STIPULATION OF PAGA AND CLASS
ACTION SETTLEMENT AGREEMENT AND
RELEASE**

Dept: 1
Judge: Hon. Harold Hopp

Complaint Filed: February 14, 2024
Trial Date: None set

This PAGA and Class Settlement Agreement (“Agreement”) is made by and between Plaintiff Fabiola Delgado (“Plaintiff”) and Defendant Colony Palms, LLC (“Defendant” or “Colony Palms”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1 RECITALS.

- a. On February 14, 2024, Plaintiff David Harris filed a complaint in the Superior Court of California, County of Riverside, against Colony Palms alleging individual Labor Code violations seeking actual, statutory, liquidated, and special damages in the action captioned *Harris et al. v. Colony Palms*, Case Number CVPS2400946.
- b. On October 28, 2024, Plaintiff David Harris amended that complaint, adding named Plaintiffs Marisol Olivera, Fabiola Delgado, and Khaleehan Curtis, each of whom alleged individual claims against Colony Palms, and also added the PAGA Claims and the Class Action Claims for (1) failure to pay minimum wage in violation of Labor Code §§ 1194, 1197, 1198; (2) failure to pay overtime wage in violation of Labor Code §§ 510, 1194, 1198; (3) failure to provide meal and rest periods in violation of Labor Code §§ 226.7, 512, 1198; (4) failure to reimburse employee for necessary expenditures in violation of Labor Code § 2802; (5) failure to furnish timely and accurate wage statements in violation of Labor Code § 226; (6) failure to timely pay wages in violation of Labor Code § 204; and (7) failure to pay all wages due upon discharge in violation of Labor Code §§ 201, 202. This first amended complaint is the operative complaint in this action (the “Operative Complaint” or “Action”).
- c. Colony Palms denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any liability for the causes of action alleged.
- d. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Colony Palms and the LWDA by sending the PAGA Notice on February 14, 2024.
- e. On February 3, 2026, the Parties participated in mediation presided over by Kevin Barnes. While the Parties did not reach a Settlement at mediation, a Settlement was ultimately reached

through the mediator through subsequent negotiations, the terms of which are detailed herein.

- f. The Parties, Plaintiffs' Counsel, and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2 DEFINITIONS.

- a. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- b. "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.
- c. "Aggrieved Employee" shall mean any current or former employee of Defendant in the State of California who worked in any non-exempt position during any pay period during the Settlement Period.
- d. "Approval Order" means the proposed Court Order Granting Approval of this Settlement.
- e. "Class Action" means the class action claims in Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Harris et al. vs Colony Palms*, Case Number CVPS2400946, filed on February 14, 2024, and pending in the Superior Court of the State of California, County of Riverside.
- f. "Class Action Request for Exclusion" means a request by a Class Member to be excluded from the Class Action Settlement.
- g. "Class Action Response Deadline" means a forty-five (45) day period from the date of the mailing of the Class Notice. In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days.
- h. "Class Action Settlement" means the payments and releases made in the Agreement that resolve the Class Action.
- i. "Class Member" shall mean any current or former employees of Defendant in the State of

California who worked in any non-exempt position during any pay period during the Settlement Period.

j. “Class Notice” means the notice sent to all Class Members providing a summary of the Class Action Settlement and instructions on how to be excluded from the Class Action Settlement.

k. “Court” means the Superior Court of California, County of Riverside.

l. “Defendant” means the named Defendant Colony Palms, LLC.

m. “Defendant’s Counsel” means John S. Cha.

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

o. “Employee” means all employees of Colony Palms who worked in any non-exempt position during any pay period during the Settlement Period.

p. “Employee Address Search” means the Administrator’s investigation and search for current 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 Employees.

q. “Employee Data” means Employee identifying information in Defendant’s possession, including the Employee’s name, last-known mailing address, Social Security number, and number of Pay Periods.

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

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

t. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

u. “PAGA Action” means the PAGA claims in Plaintiff’s lawsuit alleging wage and hour violations against DEFENDANT captioned *Harris et al. vs Colony Palms*, Case Number CVPS2400946, filed on February 14, 2024, and pending in the Superior Court of the State of California, County of Riverside.

v. “PAGA Action Settlement” means the payments and releases made in the Agreement that resolve the PAGA Action.

- w. “PAGA Notice” means Plaintiff’s February 14, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- x. Participating Class Member shall mean any Class Member who submits a timely and valid Request for Exclusion from the Class Action Settlement.
- y. “Pay Period” means any Pay Period during which an Employee worked for Defendant for at least one day during the Settlement Period. For purposes of this Settlement, Pay Periods will be calculated by counting the number of calendar days between each Employee’s first and last days of work during the Settlement Period and dividing that sum by seven, without regard to any vacations, periods of illness, or leaves of absence taken during the Settlement Period.
- z. “Plaintiff” means Fabiola Delgado, one of the named plaintiffs in this Action.
- aa. “Plaintiffs’ Counsel” means John K. Landay of Landay Roberts, LLP.
- bb. “Released Claims” means the claims being released by the Plaintiff and Plaintiffs’ Counsel as described herein below.
- cc. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, and successors.
- dd. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- ee. “Settlement Period” means the period from February 14, 2023, through February 3, 2026.

3 Request for Exclusion from the Class Action Settlement.

- a. Class Members can opt out of the Class Action Settlement by submitting a Request for Exclusion by the Response Deadline.
- b. Participating Class Members can object to the Class Action Settlement by submitting their objections by the Response Deadline or in person in any hearing in which the Parties seek final Court approval of this Agreement.
- c. Class Members who submit a Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon.
- d. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they

1 submit a Request for Exclusion from the Class Action Settlement.

2
3 **4 MONETARY TERMS.**

- 4 a. Class Action Settlement Amount. Except as otherwise provided herein, Defendant promises
5 to pay \$100,000 to settle the Class Action claims. This is based on an estimated number of
6 Employees and Pay Periods during the Settlement Period as estimated by Defendant. Should
7 the final number of Pay Periods be higher, it shall be adjusted upward by \$14.00 for each
8 additional Pay Period.
- 9 b. PAGA Action Settlement Amount. Except as otherwise provided herein, Defendant promises
10 to pay \$50,000 to settle the PAGA Action claims. This is based on an estimated number of
11 Employees and Pay Periods during the Settlement Period as estimated by Defendant. Should
12 the final number of Pay Periods be higher, it shall be adjusted upward by \$7.00 for each
13 additional Pay Period.
- 14 c. Gross Settlement Amount. The Gross Settlement Amount is the sum of the Class Action
15 Settlement Amount and the PAGA Action Settlement Amount and is currently estimated at
16 \$150,000.
- 17 d. The Administrator will make and deduct the following payments from the Class Action
18 Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 19 i. To Plaintiffs' Counsel: A Counsel Fees Payment of not more than one-third of the
20 Gross Settlement Amount, which is currently estimated to be \$50,000.00, and a
21 Litigation Expenses Payment not to exceed \$5,000.00. Defendant will not oppose
22 requests for Court approval of these payments, provided that they do not exceed these
23 amounts. Plaintiffs' Counsel will file an application or motion for Counsel Fees and
24 Litigation Expenses Payment. If the Court approves the Counsel Fees Payment
25 Litigation Expenses Payment less than these amounts, the Administrator will allocate
26 the remainder to the Net Settlement Amount. Released Parties shall have no liability
27 to Plaintiffs' Counsel arising from any claim to any portion of Counsel Fee Payment
28 or PAGA Litigation Expenses Payment. The Administrator will pay the Counsel Fees

1 Payment and the Counsel Expenses Payment using one or more IRS Form 1099s.
2 Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the
3 Counsel Fees Payment and the Litigation Expenses Payment and holds Defendant
4 harmless, and indemnifies Defendant, from any dispute or controversy regarding any
5 division or sharing of any of these Payments.

- 6 ii. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500,
7 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less, or the Court approves payment less than this
9 amount, the Administrator will add the remainder to the Net Settlement Amount.
- 10 iii. To Plaintiff Fabiola Delgado: An Incentive Award Payment of \$10,000, or the
11 amount approved by the Court, shall be paid to Fabiola Delgado. To the extent the
12 Court approves payment less than this amount, the Administrator will add the
13 remainder to the Net Settlement Amount.
- 14 iv. To the LWDA: After deducting Counsel Fees Payment, Counsel Litigation Expenses
15 Payment, Administration Expenses Payment, and the Incentive Award, one-third
16 (1/3) of that amount shall be deemed in settlement of the PAGA Action ("Net PAGA
17 Action Settlement Amount"), and two-thirds (2/3) shall be deemed in settlement of
18 the Class Action ("Net Class Action Settlement Amount"), which are currently
19 estimated at \$25,833 and \$51,667, respectively. Seventy-five (75) percent of the
20 settlement of the Net PAGA Action Settlement Amount will be made to LWDA. This
21 amount is currently estimated to be \$19,375.
- 22 v. Payments from the Net Class Action Settlement Amount. The Administrator will
23 calculate each Individual Class Action Payment by (a) dividing the Net Class Action
24 Settlement Amount by the total number of Pay Periods worked by all Participating
25 Class Members during the Settlement Period and (b) multiplying the result by each
26 Employee's Pay Periods. Employees assume full responsibility and liability for any
27 taxes owed on their Individual Payment. Eighty (80) percent of the Individual Class
28

Action Payment shall be deemed penalties, not wages, and the remainder shall be deemed wages.

vi. Payments from the Net PAGA Settlement Amount. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net PAGA Settlement Amount by the total number of Pay Periods worked by all non-exempt employees during the Settlement Period and (b) multiplying the result by each Employee's Pay Periods.

Employees assume full responsibility and liability for any taxes owed on their Individual Payment. The Individual PAGA Payment shall be deemed penalties, not wages.

vii. The Administrator will report the Individual Payments on IRS 1099 Forms, if applicable.

5 SETTLEMENT FUNDING AND PAYMENTS.

a. Employees and Pay Periods. Based on a review of its records to date, Defendant estimates there are 254 Employees who worked a total of approximately 7,131 Pay Periods.

b. Employee Data. Within 15 days after the Approval Order, Defendant will simultaneously deliver the Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Employees' privacy rights, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Employee Data omitted employee-identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the 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 Employee Data.

c. Class Notice. Within fifteen (15) days of being provided the Employee Data, the Administrator shall send the Class Notice to all Class Members.

- d. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than three months after the Court grants approval.
- e. Payments from the Gross Settlement Amount. Within 14 days after each funding of the Gross Settlement Amount, but in no event sooner than the expiration of the Response Deadline, the Administrator will mail checks for all Individual PAGA Payments, Individual Class Action Payments (collectively, the “Individual Payments”), the LWDA PAGA Payment, the Administration Expenses Payment, the Counsel Expenses Payment, and Plaintiff’s Incentive Award. Disbursement of the Counsel Litigation Expenses Payment shall not precede disbursement of Individual Payments.
- f. The Administrator will issue checks for the Individual Payments and send them to the 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 mailing date) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database. Additionally, before sending the Employee’s Individual Settlement Checks, the Administrator must conduct a skip trace through Accurant or substantially similar software. Along with the Individual Payments, the settlement administrator will mail a brief letter explaining the settlement.
- g. The Administrator must conduct an Employee Address Search for all Employees whose checks are returned undelivered and who do not have a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must remail the check to the USPS forwarding address provided or to an address ascertained through the Employee Address Search. The Administrator need not take further steps to deliver checks to Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Employee whose original check was lost or misplaced, upon the Employee's request prior to the void date.
- h. For any Employee whose Individual Payment check is uncashed and cancelled after the void

date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Employee.

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

6 RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Employees will release claims against all Released Parties as follows:

- a. Release by Participating Class Members: All Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for Labor Code violations and PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. This release applies only to claims made during the Settlement Period.
- b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. This release applies only to claims made during the Settlement Period.

7 MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- a. Plaintiffs' Counsel Responsibilities. Plaintiff will prepare and deliver to Defendant's 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 this Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for

1 administering the Settlement and attesting to its willingness to serve; competency; operative
2 procedures for protecting the security of Employee Data; amounts of insurance coverage for
3 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
4 potential conflicts of interest with Employees or the LWDA; and the nature and extent of any
5 financial relationship with Plaintiff, Plaintiffs' Counsel or Defendant's Counsel; (iii) a signed
6 declaration from Plaintiffs' Counsel firm attesting to its timely transmission to the LWDA of
7 all necessary documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
8 Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
9 section 2699, subd. (1)(2)); (iv) all facts relevant to any actual or potential conflict of interest
10 with Employees and/or the Administrator. In their Declarations, Plaintiff and Plaintiffs'
11 Counsel shall aver that they are not aware of any other pending matter or action asserting
12 claims that will be extinguished or adversely affected by this Settlement.

13 b. Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel and Defendant's Counsel are jointly
14 responsible for expeditiously finalizing and filing the application or motion for approval of this
15 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
16 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of
17 the motion. Plaintiff's Counsel is responsible for delivering the Court's Preliminary Approval
18 to the Administrator.

19 c. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion
20 for approval of this Settlement and/or the supporting declarations and documents, Plaintiffs'
21 Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by
22 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court
23 does not grant the motion for approval of this Settlement or conditions its approval on any
24 material change to this Agreement, Plaintiffs' Counsel and Defendant's Counsel will
25 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
26 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

1 **8 SETTLEMENT ADMINISTRATION.**

- 2 a. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
4 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
5 exchange for payment of Administration Expenses. The Parties and their counsel represent that
6 they have no interest or relationship, financial or otherwise, with the Administrator other than
7 a professional relationship arising from prior experience administering settlements.
- 8 b. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing
10 reports to state and federal tax authorities.
- 11 c. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the
12 requirements of a Qualified Settlement Fund (“QSF”) under United States Treasury Regulation
13 section 468B-1.
- 14 d. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.
16

17 **9 CONTINUING JURISDICTION OF THE COURT.**

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

- 22 a. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions
23 of this Agreement, specifically including the Plaintiff’s Counsel Fees Payment and Plaintiff’s
24 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to
25 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
26 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
27 The waiver of appeal does not include any waiver of the right to oppose such motions, writs,
28 or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under

this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10 ADDITIONAL PROVISIONS.

- a. 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 Plaintiff 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 Plaintiff reserves 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).
- b. 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.
- c. Attorney Authorization. Plaintiffs' Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- d. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

- Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- e. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
 - f. No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant, not Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
 - g. 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.
 - h. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
 - i. 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.
 - j. 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.
 - k. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
 - l. Use and Return of Employee Data. Information provided to Plaintiff's Counsel pursuant to

Cal. Evid. Code §1152, and all copies and summaries of the Employee Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to Plaintiffs Counsel for the return, rather than the destruction, of Employee Data.

- m. 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.
- n. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- o. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- p. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: Aug 31, 2026


Fabiola Delgado (Aug 31, 2026 12:50:14 PDT)

Fabiola Delgado

1 Dated: 8/28/2026

Signed by:

Valerie Mattock

F8084FEA540C48E...

Valerie Mattock

Chief Operating Officer

On behalf of Defendant Colony Palms, LLC

2
3
4 Dated: August 28, 2026

JOHN S. CHA

Attorney for Defendant Colony Palms, LLC

5
6
7 Dated: Aug 31, 2026

JOHN K. LANDAY

John Landay (Aug 31, 2026 12:49:12 PDT)

JOHN K. LANDAY

MALCOM B. ROBERTS

WADDY STEPHENSON

Attorneys for Plaintiff Fabiola Delgado

Joint Stipulation signed by Defendant

Final Audit Report

2026-08-31

Created:	2026-08-31
By:	John Landay (johnlanday@yahoo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACbp1kTAjsEY_EO4BIIWjKubfQjeKr6F

"Joint Stipulation signed by Defendant" History

-  Document created by John Landay (johnlanday@yahoo.com)
2026-08-31 - 7:48:05 PM GMT- IP address: 76.33.13.1
-  Document emailed to Fabiola Delgado (fabivaleriad@gmail.com) for signature
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-  Document emailed to John Landay (jlanday@landayroberts.com) for signature
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-  Email viewed by John Landay (jlanday@landayroberts.com)
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-  Document e-signed by John Landay (jlanday@landayroberts.com)
Signature Date: 2026-08-31 - 7:49:12 PM GMT - Time Source: server- IP address: 76.33.13.1 - Signature Appearance Selected: DRAW
-  Document e-signed by Fabiola Delgado (fabivaleriad@gmail.com)
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-  Agreement completed.
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