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Attorneys for Defendant,
CAMDEN DEVELOPMENT, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

STATE OF CALIFORNIA ex rel. ANTHONY
WARD, as Private Attorney General,

Plaintiff,

v.

CAMDEN DEVELOPMENT, INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No. 30-2024-01445449-CU-OE-CXC

HON. MELISSA R. MCCORMICK

**AMENDMENT NO. 1 TO
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: December 10, 2024
Trial Date: None Set

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT AND RELEASE

This Amendment No. 1 to Representative Action Settlement Agreement and Release (“Amendment”) is entered into by and between Plaintiff Anthony Ward (“Plaintiff”), on the one hand, and Defendant Camden Development, Inc. (“Defendant”), on the other hand in the lawsuit entitled *State of California ex rel. Anthony Ward, as Private Attorney General v. Camden Development, Inc.*, Orange County Superior Court, Case No. 30-2024-01445449-CU-OE-CXC, filed on December 10, 2024, involving claims brought under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* (the “Action”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

The Amendment addresses the questions and comments in the Court’s Minute Order dated November 14, 2025.

I. RECITALS

1 The Parties previously entered into the Representative Action Settlement Agreement and Release dated June 18, 2025 (the “Settlement Agreement”), resolving certain disputes and claims between them.

2 On November 14, 2025, in connection with the Parties’ joint request for approval of the Settlement Agreement, the Court raised 11 questions and comments that required revisions.

3 The Parties now desire to amend certain provisions of the Settlement Agreement as set forth herein.

4 Except as expressly modified by this Amendment, the Parties intend that all terms, conditions, releases, and obligations contained in the Settlement Agreement shall remain in full force and effect.

II. AMENDMENTS TO THE SETTLEMENT AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Settlement Agreement as follows:

5 The “Release Claims” provision in paragraph 1.23 of the Settlement Agreement shall be revised to remove the phrase “rights, demands, liabilities, and causes of action” and replaced with “for civil penalties.” In the first sentence of the same provision shall also be revised to remove all text after “California Industrial Welfare Commission.” The second sentence in the same provision shall also be removed. The revised “Release Claims” provision shall read as follows:

1.23 **“Released Claims”** shall mean any and all claims for civil penalties that were asserted or that could have been asserted based on the facts alleged in the PAGA Notice to the LWDA and operative Complaint of the Action during the PAGA Period, including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226, 226(a), 226(e), 226.3, 226.7, 246, 248.5, 510, 512, 515, 558, 558.1, 1174, 1174(d), 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, and any applicable Wage Order of the California Industrial Welfare Commission.

6 The “Releasees” provision in paragraph 1.24 of the Settlement Agreement shall be revised to remove “related entities, and affiliates,” “trust managers,” “human resources representatives,” “agents, principals, heirs, representative, accountants, auditors, consultants, insurers and reinsurers, and attorneys of the entities listed in this paragraph.” The revised provision shall read as follows:

1.24 **“Releasees”** shall mean Defendant, its former, present and future owners, parents, subsidiaries, and all of its current, former and future officers, members, shareholders, managers, and employees.

7 The “Release By Plaintiff, The State Of California, And The Aggrieved Employees” provision in paragraph 5.1 of the Settlement Agreement shall be revised to remove all references to “The State of California.” This provision shall also be revised to remove the phrase “on behalf of himself.” Further, this provision shall be revised to reflect that the release of claims shall only be effective until Defendant has fully funded the settlement. The revised provision shall read as follows:

5.1 **Release By Plaintiff, And The Aggrieved Employees.** Effective only upon Defendant fully funding the Gross Settlement Amount, Plaintiff and the Aggrieved Employees fully and finally release and forever discharge the Releasees from any and all Released Claims during the PAGA Period. As a result of this release, Plaintiff, and the Aggrieved Employees will not be able to bring a claim or seek civil penalties based on the Released Claims that took place during the PAGA Period.

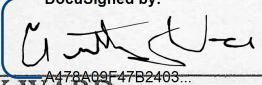
8 The “Injunction From Pursuing Released Claims” provision in paragraph 5.2 of the Settlement Agreement shall be revised to remove the phrase “The State of California.” The revised provision shall read as follows:

5.2 **Injunction From Pursuing Released Claims.** Plaintiff shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any court, or with the LWDA regarding the PAGA claims released in the Agreement.

9 The Notice to the Aggrieved Employee, attached as Exhibit A to the Settlement Agreement, shall be revised in accordance with the directives set forth in the Court's Order dated November 14, 2025. A copy of the Amended Notice to the Aggrieved Employees is attached hereto as Exhibit 1 and is incorporated herein by reference.

SO AGREED AND STIPULATED.

DATED: March 16, 2026

DocuSigned by:
By: 
ANTHONY WARD
Plaintiff

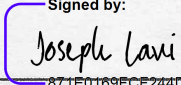
DATED: 3/5/2026

By: 
CAMDEN DEVELOPMENT, INC.,
Defendant

APPROVED AS TO FORM ONLY:

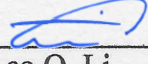
DATED: March 17, 2026

LAVI & EBRAHIMIAN, LLP

Signed by:
By: 
Joseph Lavi
Vincent Granberry
Attorneys for Plaintiff
ANTHONY WARD

DATED: 3/9/2026

SEYFARTH SHAW LLP

By: 
Leo Q. Li
Heriberto Alvarez, Jr.
David J. Kim
Attorneys for Defendant
CAMDEN DEVELOPMENT, INC.