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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 **REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: December 10, 2024 Trial Date: None Set

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Representative Action Settlement Agreement and Release ("Settlement" or "Agreement") is made and entered into by and between Defendant Camden Development, Inc. ("Defendant") and Plaintiff Anthony Ward ("Plaintiff"), on behalf of the State of California and other Aggrieved Employees as defined below (collectively with Defendant, the "Parties"). By executing this Agreement, the Parties intend to settle 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").

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 "**Aggrieved Employees**" means all current and former hourly paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period. Aggrieved employees may not opt out of the PAGA settlement.

1.2 "**Aggrieved Employee Settlement Amount**" means 35% of the PAGA Payment (as defined below).

1.3 "**Approval Order**" means the approval order issued and entered by the Court following a Motion For Approval Of The PAGA Settlement.

1.4 "**Attorneys' Fees and Costs**" means the payment, as approved by the Court, to be made to Plaintiff's Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys' fees, litigation costs, and expenses incurred in this Action. Attorneys' Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys' fees awarded to Plaintiff's Counsel may not exceed one-third of the Gross Settlement Amount, or $26,666.67. Defendant agrees not to contest the amount of Attorneys' Fees and Costs, provided that they are consistent with the terms of this Agreement.

1.5 "**Court**" refers to the Orange County Superior Court presiding over the Action.

1.6 **"Data List"** means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator (as defined below) within 30 calendar days after the date of the Approval Order. The Data List will be formatted in Microsoft Office Excel and will include each individual's full name, last known mailing address and telephone number (if available), Social Security number, number of workweeks or bi-weekly pay periods, and all necessary information to prepare and calculate Individual Settlement Payments (as defined below) to Aggrieved Employees. For purposes of this Agreement, the Data List provided by Defendant shall be considered the official information to be used for this Settlement.

1.7 **"Defense Counsel"** refers to Leo Q. Li, Heriberto Alvarez, Jr., and David J. Kim of Seyfarth Shaw LLP.

1.8 **"Effective Date"** means the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court overseeing the *Ward* Action, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.9 **"PAGA Representative Service Payment"** means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of the State of California and the Aggrieved Employees. Subject to the Court's approval, the PAGA Representative Service Payment shall not exceed $5,000.00. Defendant will not oppose this request. The Court's approval of the PAGA Representative Service Payment is not a material term of the Settlement. Any amount not approved by the Court shall be allocated to the PAGA Payment.

1.10 **"Escalator Clause"** refers to the condition necessary to increase the Gross Settlement Amount (as defined below). Specifically, as of April 11, 2025, Defendant had represented that there are approximately 120 Aggrieved Employees who worked approximately 3,500 biweekly pay periods from

October 2, 2023, through April 11, 2025. In the event that Defendant's data shows that the actual number of pay periods worked by the Aggrieved Employees during this period exceeds 3,500 by more than 10% (i.e., exceeds 3,850 pay periods), Defendant shall have the option to: (1) shorten the release period so that the total pay periods do not exceed 3,850, provided that Defendant may not cut short the period before April 23, 2025, or (2) proceed with the release through the PAGA Period provided herein with a pro rata increase of the Gross Settlement Amount, by increasing the Gross Settlement Amount by the same number of percentage points above 10% by which the actual number of pay periods worked during the PAGA Period exceeds 10%.

1.11 "**Gross Settlement Amount**" ("GSA") means the amount that the Parties negotiated and agreed upon for the resolution of the Action and Released Claims, in an amount not to exceed $80,000.00. The GSA shall be inclusive of (i) the Attorneys' Fees and Costs; (ii) the PAGA Representative Service Payment; (iii) the PAGA Payment, and (iv) the Settlement Administrator's Expenses (as defined below). The GSA is a material term of this Agreement and Defendant shall not be required to pay more than the GSA, unless the Escalator Clause is triggered.

1.12 "**Individual Settlement Payments to Aggrieved Employees**" means the individual payments that shall be made to each Aggrieved Employee, which in the aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved Employees are taken from the PAGA Payment (as defined below).

1.13 "**Judgment**" means a judgment entered by the Court that approves this Settlement, incorporates by reference the terms and conditions of this Agreement, and dismisses the Action with prejudice.

1.14 "**LWDA**" refers to the California Labor and Workforce Development Agency.

1.15 "**LWDA Payment**" means 65% of the PAGA Payment (as defined below), made to the LWDA.

1.16 "**PAGA Payment**" shall be the GSA minus the Attorneys' Fees and Costs, the PAGA Representative Service Payment, and the Settlement Administrator's Expenses. The PAGA Payment shall be allocated as follows: 65% of the PAGA Payment (i.e., the LWDA Payment) will be paid to the LWDA, and 35% of the PAGA Payment (i.e., the Aggrieved Employee Settlement Amount) will be paid to the

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Aggrieved Employees pro rata based on the number of bi-weekly pay periods worked during the PAGA Period (as defined below).

1.17 "**Notice to Aggrieved Employees With Distribution of PAGA Payment**" refers to the statement the Settlement Administrator (as defined below) will include with the distribution of the Individual Settlement Payments to Aggrieved Employees. The Notice to Aggrieved Employees With Distribution of PAGA Payment will state as follows: "Camden Development, Inc. has entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check."

1.18 "**PAGA**" refers to the Private Attorneys General Act of 2004.

1.19 "**PAGA Period**" shall mean the time period from October 2, 2023 through July 22, 2025, or the date the Court approves the PAGA Settlement, whichever occurs earlier.

1.20 "**Pay Periods**" refers to the number of bi-weekly periods that each Aggrieved Employee worked for Defendant during the PAGA Period in California. Defendant's employment records will be determinative for purposes of calculating the Pay Periods and any payments under the Settlement. If an individual worked during any day of the Pay Period, the Pay Period shall be included in their pro rata share of the Aggrieved Employee Settlement Amount.

1.21 "**Plaintiff's Counsel**" means Joseph Lavi, Vincent C. Granberry, Jeffrey Klein, and Jincy Varughese, of LAVI & EBRAHIMIAN, LLP.

1.22 "**Qualified Settlement Fund**" means a fund established by the Settlement Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

1.23 "**Released Claims**" shall mean any and all claims, rights, demands, liabilities, and causes of action 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, any applicable Wage Order of the California Industrial Welfare Commission, and any remedies for any of the claims described herein, including, penalties,

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restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees and costs. The Released Claims shall be released by Plaintiff, the State of California, the LWDA, and all Aggrieved Employees, without any option to submit any Request for Exclusion.

1.24 "**Releasees**" shall mean Defendant, its former, present and future owners, parents, subsidiaries, related entities, and affiliates, and all of its current, former and future officers, trust managers, members, shareholders, managers, human resources representatives, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys of the entities listed in this paragraph.

1.25 "**Settlement Administrator**" refers to Phoenix Settlement Administrators.

1.26 "**Settlement Administrator's Expenses**" refers to the costs payable from the GSA to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Agreement, distributing the GSA, establishing a separate employer identification number and creating a Qualified Settlement Fund (as defined below), and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs are currently estimated to be $5,800.00. The Settlement Administrator shall use its own Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the settlement, into which the GSA will be deposited and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant.

2. RECITALS

2.1 On October 2, 2024, Plaintiff submitted a PAGA Notice to the LWDA, alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Order.

2.2 On December 10, 2024, Plaintiff filed a PAGA representative action against Defendant in the Orange County Superior Court, entitled *State of California ex rel. Anthony Ward, as Private Attorney General v. Camden Development, Inc.*, Case No. 30-2024-01445449-CU-OE-CXC.

2.3 **Private Mediation**

2.3.1 On February 13, 2025, the Parties participated in a joint mediation session to resolve all claims asserted against Camden with a well-respected wage and hour mediator Joel Grossman, Esq. The Parties did not reach a settlement at mediation.

2.3.2 After the mediation, the Parties in this Action continued to engage in informal settlement discussions. On April 22, 2025, the Parties reached an agreement to settle this Action. The Parties have agreed to settle the Action for an amount not to exceed $80,000 (i.e., the Gross Settlement Amount). The entire Gross Settlement Amount will be disbursed pursuant to the terms and conditions of this Agreement, and none of it will revert to Defendant. On May 21, 2025, the Parties executed a Memorandum of Understanding ("MOU") memorializing the principal terms of the settlement between the Parties.

2.3.3 Prior to the settlement, Plaintiff obtained through informal discovery time records, pay records, and information relating to the size and scope of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including approximately 25% of time and wage data, which were analyzed by Plaintiff's Counsel.

2.3.4 Plaintiff's Counsel represent they have thoroughly investigated Plaintiff's claims against Defendant. Plaintiff's Counsel further represent they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of the Action, including the review of the records produced by Defendant. In addition, Plaintiff's Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. All Parties have had ample opportunity to evaluate their respective positions on the merits of the claims asserted.

2.4 **The Settlement Is The Result of Arms' Length Negotiations.** Based on the foregoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the State of California and the Aggrieved Employees. The terms of the Settlement Agreement also take into account relevant Aggrieved Employee data and records, which allowed Plaintiff's Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. This Agreement was reached after extensive arms' length negotiations,

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including one full-day mediation session, and it was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, the risk that the Action would not be permitted to proceed on a representative basis, various defenses asserted by Defendant, and numerous potential appellate issues. Plaintiff's Counsel also evaluated the interest of the Aggrieved Employees and the State of California in receiving a timely settlement, rather than continued litigation in this Action.

2.5 **The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or liability of any and every kind that were or could have been pled based on the factual allegations in the operative complaint in the Action arising during the PAGA Period, including, but not limited to, the Released Claims. The Parties also intend to effectuate the full scope of the Released Claims in this Agreement.

3. NON-ADMISSIONS OF LIABILITY

3.1 Defendant denies and continues to deny all of the allegations made by Plaintiff in the Action, and denies and continues to deny that it is liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during all relevant times, it complied with all applicable California and federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a representative action is appropriate except for settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or the Releasees. However, the Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

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4. FINANCIAL TERMS OF THE SETTLEMENT

4.1 **Gross Settlement Amount**. Subject to the terms and conditions of this Agreement, Defendant shall pay the gross settlement amount not to exceed $80,000, which includes Attorneys' Fees and Costs, PAGA Representative Service Payment to Plaintiff, PAGA Payment, and Settlement Administrator's Expenses to Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason, unless the Escalator Clause is triggered. Specifically, Defendant had represented that the Aggrieved Employees worked 3,500 biweekly pay periods from October 2, 2023, through April 11, 2025. In the event that Defendant's data shows a greater than 10% increase in the number of biweekly pay periods (i.e., exceeds 3,850 pay periods), Defendant shall have the option to: (1) shorten the release period so that the total pay periods do not exceed 3,850, provided that Defendant may not cut short the period before April 23, 2025, or (2) proceed with the release through the PAGA Period provided herein with a pro rata increase of the Gross Settlement Amount, by increasing the Gross Settlement Amount by the same number of percentage points above 10% by which the actual number of pay periods worked during the PAGA Period exceeds 10%.

4.2 **Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for an award of Attorneys' Fees of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be $26,666.67, and a Plaintiff's Counsel litigation expenses payment of not more than $5,000.00. In the event that the escalator clause described in Paragraph 1.10 herein is triggered and the Gross Settlement Amount is increased, Plaintiff's Counsel may, at their discretion, increase the Attorney's Fees in order to remain One-Third of the Gross Settlement Amount. The Administrator will pay the Plaintiff's Counsel Attorney's Fees and Costs using one or more IRS 1099 Forms.

4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees, costs, and expenses in connection with the Action. Defendant agrees not to oppose or object to Plaintiff's Counsel's request for Attorneys' Fees And Costs if they are made in accordance with the terms of this Agreement.

4.2.2 The Court's approval of the Attorneys' Fees And Costs is not a material term of the Agreement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for Attorneys' Fees And Costs, the other terms of the Agreement shall still apply. The

Court's refusal to approve the Attorneys' Fees And Costs requested by Plaintiff's Counsel does not give the Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate the Agreement. Any amount of Attorneys' Fees And Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the PAGA Payment.

4.3 **PAGA Representative Service Payment**. Subject to the Court's approval, Defendant agrees to pay a PAGA Representative Service Payment to Plaintiff, in an amount not to exceed $5,000.00. The PAGA Representative Service Payment shall be paid from the Gross Settlement Amount, as an enhancement for his services as the representative of the Aggrieved Employees and State of California. The PAGA Representative Service Payment shall be in addition to any pro rata share of the PAGA Payment that Plaintiff may otherwise receive under the Agreement.

4.3.1 Defendant will not oppose Plaintiff's request for the PAGA Representative Service Payment. Defendant will not deduct any payroll taxes from the PAGA Representative Service Payment because the Parties agree that the PAGA Representative Service Payment is not considered to be payment of wages. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. Plaintiff shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment of the PAGA Representative Service Payment.

4.3.2 The Court's approval of the PAGA Representative Service Payment is not a material term of the Agreement. The Parties agree that a denial or reduction by the Court of the requested PAGA Representative Service Payment is not a basis for rendering the entire Agreement voidable or unenforceable. Any reductions by the Court of the PAGA Representative Service Payment shall be part of the PAGA Payment.

4.4 **Settlement Administration Cost**. Subject to the Court's approval, Defendant agrees to pay the Settlement Administrator the Settlement Administrator's Expenses, currently estimated at $5,800.00, for the administration of this Settlement. The Settlement Administrator's Expenses shall be paid from the GSA. Any reduction by the Court or any unused amount shall revert to the PAGA Payment. The Settlement Administrator shall assist in all aspects of the settlement process for the Action, including, but not limited to:

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4.4.1 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

4.4.2 Calculating and distributing Attorneys' Fees and Costs, PAGA Representative Service Payment, PAGA Payment, including Aggrieved Employee Settlement Amount and LWDA Payment, and Settlement Administration Cost;

4.4.3 Printing, distributing, tracking, sending, and resending of Notice to Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this Agreement; and

4.4.4. Tracking and distributing any unclaimed Qualified Settlement Funds to the California State Controller's Office pursuant to California's Unclaimed Property Law.

4.5 **PAGA Payment**. After deducting (i) the court-approved Attorneys' Fees And Costs, (ii) the court-approved PAGA Representative Service Payment, and (iii) the court-approved Settlement Administrator's Expenses, the remainder of the Gross Settlement Amount is the PAGA Payment, which consists of the LWDA Payment and the Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

4.6 **No Impact On Employee Benefit Plans.** None of the payments made pursuant to the Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff and Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendant or any jointly trusteed benefit plan. For

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purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 **Release By Plaintiff, The State Of California, And The Aggrieved Employees.** Plaintiff, on behalf of himself, the State of California, 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, the State of California, 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.

5.2 **Injunction From Pursuing Released Claims**. Plaintiff, the State of California, and the Aggrieved Employees 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.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED EMPLOYEES

6.1 **Payments Based On Pay Periods**. The PAGA Payment will be distributed to Aggrieved Employees based on their number of Pay Periods worked during the PAGA Period. Defendant shall provide records (i.e., the Data List) to the Settlement Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Defendant's records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to the Aggrieved Employees.

6.2 **Distribution Of PAGA Payment.** Individual Settlement Payments to Aggrieved Employees will be determined by dividing the Aggrieved Employee Settlement Amount (35% of the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Pay Periods, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period. The Settlement Administrator will issue appropriate tax forms for all payments issued

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under this Agreement. The entirety of the PAGA Payment will be distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Agreement.

7. SETTLEMENT APPROVAL PROCEDURE

7.1 **Approval Of Settlement Terms**. Upon execution of this Agreement, Plaintiff shall, by and through his counsel, promptly prepare the Motion For Approval of PAGA Settlement to be filed in the Action. The Motion For Approval of PAGA Settlement shall seek an order to approve the proposed settlement according to the terms in this Agreement. The Motion For Approval of PAGA Settlement also shall seek an order that provides for the Notice to be sent to Aggrieved Employees as specified in this Agreement. The Motion For Approval of PAGA Settlement shall include the bases for the GSA and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged in the Action.

7.2 **Entry Of Judgment**. The Parties shall request that the Court issue Judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with this Agreement, or such final judgment is vacated or reversed, the Parties shall revert to their respective positions before the Settlement was reached, as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or approval of a renegotiated settlement.

7.3 **Notice To The LWDA**. Plaintiff shall give written notice of the PAGA Settlement to the LWDA simultaneously with the filing of the Motion For Approval of PAGA Settlement in the Action pursuant to Labor Code § 2699(s)(2).

8. NOTICE TO AGGRIEVED EMPLOYEES

8.1 **Data List.** Defendant shall provide the Settlement Administrator with the Data List within 30 calendar days after the Court grants approval of the proposed Settlement. The Data List is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of Data List. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

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8.2 **Mailing Of Notice To Aggrieved Employees With Distribution of PAGA Payment.** The Settlement Administrator shall use First Class U.S. Mail to mail the Notice to Aggrieved Employees With Distribution of PAGA Payment within 15 calendar days of the receipt of the Data List, using the most current, known mailing address for each Aggrieved Employee based on information provided by Defendant. The Notice to Aggrieved Employees With Distribution of PAGA Payment will state as follows: "Camden Development, Inc. has entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check." A copy of the Notice to Aggrieved Employees is attached hereto as **Exhibit A.**

8.3 **Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using the National Change of Address Database maintained by the United States Postal Service for a single re-mailing via First Class U.S. Mail within five calendar days. If the National Change of Address Database does not provide a correct address, the Settlement Administrator shall attempt to determine the correct address using the Class Member's Social Security number and any available information provided by Defendant.

9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT AMOUNT

9.1 **Funding Of Gross Settlement Amount.** The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. Within 30 calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into an interest-bearing escrow account with the Settlement Administrator, provided that the Settlement Administrator timely and promptly provides funding instructions to Defendant.

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9.2 **Timing of Disbursement Of Gross Settlement Amount.**

9.2.1 **Attorneys' Fees And Costs**. Subject to the terms of the Agreement, the Settlement Administrator shall distribute payment of any approved Attorneys' Fees And Costs within 15 calendar days after the funding of the Gross Settlement Amount. This is the same date that the PAGA Payment will be distributed to Aggrieved Employees. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any Attorneys' Fees And Costs payment, based on the allocation communicated by Plaintiff's Counsel. Plaintiff's Counsel will be solely and legally responsible for paying all applicable taxes on any Attorneys' Fees And Costs. In no event will Defendant be liable for any taxes, penalties, or interest arising as a result of the payment.

9.2.2 **PAGA Representative Service Payment**. Subject to the terms of the Agreement, the Settlement Administrator shall pay to Plaintiff any approved PAGA Representative Service Payment within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for any PAGA Representative Service Payment. Plaintiff shall be solely and legally responsible for paying all applicable taxes on any PAGA Representative Service Payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

9.2.3 **Settlement Administrator's Expenses**. The Settlement Administrator shall pay itself any approved Settlement Administrator's Expenses within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator will be solely and legally responsible for paying all applicable taxes on any Settlement Administrator's Expenses and will indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

9.2.4 **Distribution Of PAGA Payment**. The Settlement Administrator shall distribute LWDA Payment (65% of the PAGA Payment) to the LWDA and all Individual Settlement Payments (35% of the PAGA Payment) to Aggrieved Employees within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form 1099 statements to Aggrieved Employees for their respective share of the PAGA Payment. Aggrieved Employees will be solely and legally responsible for paying all other applicable taxes on their respective

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share of the PAGA Payment. In no event will Defendant be liable for taxes, penalties, or interest arising as a result of the payments.

9.3 **Undeliverable Or Uncashed Checks.**

9.3.1 The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payments to Aggrieved Employees checks, if any, to the Aggrieved Employees, the postmark date of any subsequent mailing to any Aggrieved Employees, and a list of any individuals who did not receive the settlement checks due to the inability to locate a valid address using the procedures described in Section 8.2 or who otherwise could not be located within two attempts at mailing.

9.3.2 All Individual Settlement Payments to Aggrieved Employees checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed by the Settlement Administrator to the California State Controller's Office pursuant to California's Unclaimed Property Law. No part of the PAGA Payment shall be returned to Defendant.

9.3.3 For any Aggrieved Employees for whom the settlement checks were deemed undeliverable, the funds associated with the settlement payment will be distributed to the California State Controller's Office pursuant to California's Unclaimed Property Law.

10. MISCELLANEOUS PROVISIONS

10.1 **Interim Stay Of Proceedings**. The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

10.2 **Stipulation To Representative Action For Settlement Purposes Only**. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the settlement is not approved, this settlement and the stipulation will be void, and Defendant shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not an admission or waiver by Defendant to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

10.3 **Mutual Cooperation**. The Parties, by and through their respective counsel, agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement.

10.4 **Parties' Authority**. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is agreed that this Agreement may be executed on behalf of the State of California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

10.5 **Binding Effect Of Settlement**. Although some Aggrieved Employees might not receive the notice as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the order approving the Settlement.

10.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

10.7 **Enforcement of the Agreement**. The Parties agree that the Orange County Superior Court, or other court assuming jurisdiction of the Action, shall have continuing jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure § 664.6.

10.8 **Arms' Length Transaction; Materiality Of Terms**. The Parties have arrived at this Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

10.9 **Counterparts**. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when

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taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties.

10.10 **Docusign, VineSign, Or Scanned Signatures**. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via Docusign, VineSign, or as an imaged attachment. Any signature made and transmitted by Docusign, VineSign, or as an imaged attachment for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

10.11 **Binding Effect**. This Agreement shall be binding upon the Parties and, with respect to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

10.12 **Construction**. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of drafting.

10.13 **Severability Clause For Invalidity Of Any Provision**. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

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

10.15 **No Initiated Publicity**. Plaintiff shall, and hereby does, direct Plaintiff's Counsel not to take any action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook, Instagram, X (formerly Twitter) or any other social

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media, or information furnished to legal news media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal. Plaintiff shall, and hereby does, direct Plaintiff's Counsel not to refer to Defendant by name in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association ("CELA"). Plaintiff shall, and hereby does, direct Plaintiff's Counsel to, if contacted by media outlets regarding this case, simply state that the lawsuit exists and has been resolved.

10.16 **Continuing Jurisdiction**. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and settlement.

10.17 **Modification**. The Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel of record. After approval of the Settlement has been granted, the Settlement may not be modified except by a writing signed by the Parties hereto or their counsel of record, and approved by the Court.

10.18 **Disputes**. If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such dispute, with Joel Grossman, Esq. The Parties will split the costs of the mediator, and all Parties will bear their own fees and costs.

10.19 **Governing Law**. This Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California without regard to its conflicts of law principles.

10.20 **Compliance with PAGA's Procedural Requirements**. Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and prior to the filing of the Motion For Approval Of The PAGA Settlement.

10.21 **No Tax Advice**. The Parties are not 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.

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10.22 **Papers To Be Filed With The Court.** All papers to be filed with the Court by a party in connection with this Agreement will be submitted to the other party's respective counsel at least three business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: 6/19, 2025

By: Anthony Ward
ANTHONY WARD
Plaintiff

DATED: 6/18, 2025

By: Jennifer Killen
CAMDEN DEVELOPMENT, INC.,
Defendant

APPROVED AS TO FORM ONLY:

DATED: 6/23, 2025

LAVI & EBRAHIMIAN, LLP

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

DATED: June 18, 2025

SEYFARTH SHAW LLP

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