This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Richard Polacek ("Plaintiff") and Defendants HSRE Pacifica Hillsborough TRS, LLC and Oasis Outsourcing III, LLC. The Agreement refers to Plaintiff and Defendants HSRE Pacifica Hillsborough TRS, LLC and Oasis Outsourcing III, LLC collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's representative PAGA lawsuit alleging wage and hour violations against Defendants captioned *Richard Polacek, on behalf of himself, the State of California, and all other similarly aggrieved employees v. HSRE Pacifica Hillsborough TRS, LLC., a Delaware Limited Liability Company; Oasis Outsourcing III, LLC., a Florida Limited Liability Company; TGH-CHINO, LP, a California Limited Partnership; and DOES 1-50, inclusive,* initiated on or about April 3, 2025, Case No. CIVRS2502266, and pending in the Superior Court of the State of California, County of San Bernardino.

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" means all individuals who are or previously were employed by Released Parties at the HSRE Pacifica Hillsborough TRS, LLC facility, located at 11918 Central Avenue, Chino, CA 91710, as non-exempt employees in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant HSRE Pacifica Hillsborough TRS, LLC'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. "Court" means the Superior Court of California, County of San Bernardino.

1.8. "Defense Counsel" means Robert S. Blumberg of Littler Mendelson, PC.

1.9. "Effective Date" means the date by which the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means One Hundred Eighty-Five Thousand Dollars ($185,000), which is the maximum total amount Defendant HSRE Pacifica Hillsborough TRS, LLC agrees to pay under the Settlement except as provided in Paragraph 8, below. The Gross Settlement Amount will be paid by Defendant HSRE Pacifica Hillsborough TRS, LLC in satisfaction of all claims arising in the Action, including, but not limited to, amounts used to pay Plaintiff's Service Award, 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.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 65% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (m).

1.14. "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Service Award, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq. of Falakassa Law, PC, the attorneys representing the Plaintiff in the Action.

1.17. "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.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant HSRE Pacifica Hillsborough TRS, LLC for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from November 27, 2023, through March 13, 2026.

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

1.21. "PAGA Notices" means Plaintiff's November 27, 2024, letter to HSRE Pacifica Senior Living Oceanside TRS, LLC, and Oasis Outsourcing III, LLC, and the LWDA, and Plaintiff's January 27, 2025, "Amended PAGA Notice" adding Defendant HSRE Pacifica Hillsborough TRS, LLC and TGH Chino, LP, providing notice pursuant to

Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or a leave of absence for the entire workweek.

1.24. "Plaintiff" means Richard Polacek, the named Plaintiff in the Action.

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

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.28. "Released Parties" means Defendant HSRE Pacifica Hillsborough TRS, LLC and any of its past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders, management companies, Professional Employer Organizations (PEO) including Oasis Outsourcing III, LLC, and agents including, but not limited to Hillsborough MGR LLC, TGH-Chino, LP and, attorneys, and any other successors, assigns, or legal representatives, as well as their insurers.

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

1.30. "Defendants" means HSRE Pacifica Hillsborough TRS, LLC, TGH-Chino, LP, and Oasis Outsourcing III, LLC, the named defendants in the Action.

2. RECITALS.

2.1. On November 27, 2024, Plaintiff Polacek filed a putative wage and hour class action lawsuit against defendants HSRE Pacifica Senior Living Oceanside TRS, LLC and Oasis Outsourcing III, LLC in the Court, Case No. CIVRS2402661 (the "*Polacek* Class Action"). On January 30, 2025, Defendants HSRE Pacifica Hillsborough TRS, LLC and Oasis Outsourcing III, LLC filed a motion to dismiss Plaintiff's class action claims and to compel Plaintiff to arbitrate his individual wage and hour claims. On April 2, 2025, the Court granted defendants' motion, dismissing Plaintiff's class claims and compelling Plaintiff to arbitrate his individual wage and hour claims.

2.2. On November 27, 2024, pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice pursuant to the Private Attorneys General Act

("PAGA") to HSRE Pacifica Senior Living Oceanside TRS, LLC[1] and Oasis Outsourcing III, LLC and the Labor and Workforce Development Agency ("LWDA") by submitting the PAGA Notice. On January 27, 2025, Plaintiff submitted his Amended PAGA Notice pursuant to California Labor Code section 2699.3 by amending its PAGA Notice to the LWDA to include and name Defendant HSRE Pacifica Hillsborough TRS, LLC and TGH Chino, LP.

2.3. On April 3, 2025, Plaintiff Richard Polacek commenced this Action by filing a PAGA Action Complaint against Defendants HSRE Pacifica Hillsborough TRS, LLC, TGH-Chino, LP and Oasis Outsourcing III, LLC, alleging wage and hour violations under the California Labor Code and Business and Professions Code (the "Operative Complaint").

2.4. On July 22, 2025, the Court granted Plaintiff and Defendants' Joint Stipulation to Stay Matter Pending Mediation and Arbitration, where the parties agreed to and the court ordered Plaintiff to submit his individual wage and hour claims to arbitration, the stay of Plaintiff's representative PAGA claim pending the outcome of his arbitration of his individual wage and hour claims, and the stay of the arbitration pending the completion of mediation.

2.5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.6. On January 13, 2026, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

2.7. Before mediation, Plaintiff obtained, through informal discovery, a randomized sampling of time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8, below, Defendant HSRE Pacifica Hillsborough TRS, LLC promises to pay One Hundred Eighty Five Thousand Dollars ($185,000) and no more as the Gross Settlement Amount. Defendant HSRE Pacifica Hillsborough TRS, LLC has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 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 Defendants.

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

[1] The parties acknowledge that HRSE Pacifica Senior Living Oceanside TRS, LLC was improperly named, and that Plaintiff never worked for that entity.

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 $61,666.67 and a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments, provided they do not exceed these amounts. Plaintiff 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 Plaintiff's 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. Released Parties shall have no liability or responsibility for any dispute, claim, or controversy between or among Plaintiff's counsel, or any other person or entity, regarding the allocation, division, apportionment, or distribution of any attorneys' fees and or litigation expenses approved by the Court and paid pursuant to this Agreement. Any such dispute shall be resolved solely among the persons or entities asserting such claims, and shall not delay or otherwise affect Defendant's payment obligations under this Agreement.

3.2.2. To Plaintiff: From the Gross Settlement amount, Plaintiff shall request from the Court a service award payment in the amount of ten thousand dollars and zero cents ($10,000) ("Plaintiff's Service Award") for serving as the Plaintiff in this matter, subject to the approval of the Court. This amount shall be paid exclusively from the Gross Settlement Amount. In the event Plaintiff's Service Award is approved for less than $10,000 to Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendants. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Administrator. Notwithstanding any other term of this Agreement, any reduction by the Court of Plaintiff's Service Award shall not be sufficient grounds to void the Agreement.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed five thousand dollars and zero cents ($5,000.00), 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 $5,000.00, the Administrator will allocate the remainder in 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 65% of the remaining Gross Settlement Amount allocated to the LWDA PAGA Payment and 35% 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' 35% 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 HSRE Pacifica Hillsborough TRS, LLC estimates the Aggrieved Employees worked a total of 3,700 PAGA Pay Periods through the mediation date of January 13, 2026.

4.2. Aggrieved Employee Data. Within ten business days of the Effective Date of this Agreement, Defendant HSRE Pacifica Hillsborough TRS, LLC 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 HSRE Pacifica Hillsborough TRS, LLC 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 HSRE Pacifica Hillsborough TRS, LLC must send the Aggrieved Employee Data to the Administrator, Plaintiff and Defendant HSRE Pacifica Hillsborough TRS, LLC 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 HSRE Pacifica Hillsborough TRS, LLC shall fund the total Gross Settlement Amount within thirty (30) calendar days after final Court approval of the settlement and the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant HSRE Pacifica Hillsborough TRS, LLC fully funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiff's Service Award, 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 Plaintiff's Service Award, Administration Expenses Payment, 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, if requested by the Aggrieved Employee 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 Defendants 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 HSRE Pacifica Hillsborough TRS, LLC fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. <u>Plaintiff's Release</u>. Plaintiff and his 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 his employment, 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 as amended, the PAGA Notice and Amended PAGA Notice, and the complaint in the *Polacek* Class Action, ("Plaintiff's Release"). Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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 State of California, LWDA and Aggrieved Employees. Upon full funding of the Gross Settlement Amount, the State of California and 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 PAGA Period facts stated in the Operative Complaint as amended, and the PAGA Notice and Amended PAGA Notice, including all claims for alleged violation of the California Labor Code identified therein, including California Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and the applicable Industrial Welfare Commission Wage Orders.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that PAGA 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 the Court's approval of the Settlement, and will seek a date for the hearing on the motion to approve this Settlement as soon as possible.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(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 Plaintiff, 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 will provide Defense Counsel with a draft motion for approval at least five (5) court days before any filing deadline or anticipated filing date. PAGA Counsel is responsible for delivering the Court's Preliminary Approval 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. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM 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. This settlement is based on Plaintiff's understanding (based on information supplied by Defendant HSRE Pacifica Hillsborough TRS, LLC) that members of the PAGA Group worked approximately 3,700 pay periods at its facility during the PAGA Period through the date of mediation of January 13, 2026. If it is determined that the number of pay periods during the PAGA Period as of the date of mediation exceeds 4,070 pay periods (i.e., 10% above 3,700), then Defendants may elect to either: end the PAGA Period on the date on which the number of pay periods reached 4,070, with no further liability for pay periods thereafter; or increase the Gross Settlement Amount for all pay periods beyond 4,070 at the fixed rate of Fifty Dollars ($50) per pay period, in addition to the Gross Settlement Amount set forth in this Agreement.

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. To the extent permitted by law, and provided the Judgment is substantially consistent with the material terms of this Agreement, the Parties waive any right to appeal the Judgment. Notwithstanding the foregoing, either Party may seek appellate review of any order or judgment that materially modifies the economic terms of the Settlement, the scope of the releases, or any other material provision of this Agreement. Nothing in this paragraph shall be construed to waive any Party's right to oppose any motion, writ, or appeal filed by any non-party.

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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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 Plaintiff and Defendants, 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, Defendants, 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 and 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 Plaintiff, PAGA Counsel, Defendants, 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 PAGA Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. 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 Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants 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 Plaintiff:

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 Defendants:

Robert S. Blumberg *rblumberg@littler.com* Littler Mendelson, PC 2049 Century Park East, 5th Floor Los Angeles, California 90067

10.16 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 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, except however that this does not prohibit disclosures required by law and/or between Plaintiff and Plaintiff' counsel and their expert, or between Defendants and Defendants' counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's 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. Plaintiff and Plaintiff's counsel, 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) Plaintiff from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the settlement administrator, Plaintiff in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiff's 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; (v) Plaintiff's counsel from discussing the settlement with the Aggrieved Employees if contacted with questions about the settlement or the distribution of settlement proceeds.

AGREED BY THE PARTIES

The Parties hereby execute and agree to the terms of this Agreement.

Plaintiff Richard Polacek

Dated: 02/05, 2026

Signed by:
014DCC213AE54C2...
Richard Polacek

Defendant HSRE Pacifica Hillsborough TRS, LLC

Dated: 03/11, 2026

By: Lauren Brabeck
Its: Authorized Signatory

Defendant Oasis Outsourcing III, LLC

Dated: 2/9, 2026

By: Glynn Frechette
Its: VP, P&D

AGREED AS TO FORM BY COUNSEL

FALAKASSA LAW, P.C.

Dated: February 6, 2026

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

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

BOKHOUR LAW GROUP, P.C.

Dated: February 6, 2026

Signed by:
MEHRDAD BOKHOUR
D8D3843F271940F...

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

LITTLER MENDELSON, PC

Dated: March 11, 2026

Robert S. Blumberg
Counsel for Defendants
HSRE Pacifica Hillsborough TRS, LLC, TGH-Chino, LP, and Oasis Outsourcing III, LLC