

CONFIDENTIAL SETTLEMENT COMMUNICATION AND MEDIATION PRIVILEGE

MEMORANDUM OF UNDERSTANDING REGARDING HOMEAGLOW CLASS AND PAGA SETTLEMENT

This Memorandum of Understanding Regarding Homeaglow Class and PAGA Settlement (“MOU”) is by and between Homeaglow Inc. (“Defendant” or “Homeaglow”) on the one hand and Kimberly Costley, Jeanette Gomes, Michelle Vaughn, Marie Hovis, and Genaro Mendoza (collectively “Plaintiffs”) on the other hand. Together, Homeaglow and Plaintiffs are referred to as the “Parties.”

On March 1, 2024, the Parties met with Mediator Tripper Ortman to attempt to negotiate a resolution of the lawsuits filed by Plaintiffs and the claims of all other clients individually represented by JCL Law Firm, APC, Nicholas & Tomasevic, LLP, and/or Zakay Law Group, APLC concerning their claims against Homeaglow. The Parties had further settlement discussions after mediation, and they have reached the following class and Private Attorneys General Act (“PAGA”) settlement terms (the “Settlement”), which are subject to the Parties’ agreement on a formal settlement agreement and Court approval, and ultimately intended to be a full and final resolution of all released claims (as discussed herein).

All the terms and conditions of this MOU, as well as other settlement terms, shall be set forth in a formal long-form settlement agreement (“Settlement Agreement”), and the Settlement Agreement shall, when fully executed and finally approved by a court, replace this MOU, which shall then be of no further force and effect and considered terminated at such time without any further action by the Parties or their respective counsel.

1. Class: The Class is defined as “all individuals who performed cleaning services in California that were accepted through Defendant’s platform and who were classified as independent contractors at any time during the Class Period, excluding individuals who entered into separate release agreements with Defendant that cover the Released Class Claims.” Notwithstanding the foregoing, the Parties agree that Plaintiffs are included as part of the Class regardless of whether they enter into separate release agreements with Defendant that cover the Released Class Claims (as defined below). An individual within the Class is referred to herein as a “Class Member.”
2. Class Period: For purposes of this Settlement, the Class Period is defined as the period from April 12, 2018 through March 22, 2025, inclusively.
3. Settlement Class: The Settlement Class is defined as those Class Members who do not timely and validly opt out of the class portion of the Settlement. An individual within the Settlement Class is referred to herein as a “Settlement Class Member.” The Parties agree that Plaintiffs may not opt out of the Settlement and shall be deemed Settlement Class Members.
4. PAGA Worker: PAGA Worker is defined as “all individuals who performed cleaning services in California that were accepted through Defendant’s platform and who were classified as independent contractors at any time during the PAGA Period.”

5. PAGA Period: For purposes of this Settlement, the PAGA Period is defined as the period from January 28, 2021 through March 22, 2025, inclusively.
6. Class Counsel: The Parties agree to the designation of the following as counsel for the Class and PAGA Workers for all purposes in this Settlement (“Class Counsel”): JCL Law Firm, APC, Nicholas & Tomasevic, LLP, and Zakay Law Group, APLC.
7. Settlement Jurisdiction: The Parties will meet and confer to process and seek court approval of the Settlement with the San Francisco County Superior Court (“Court”) through the *Vaughn v. Homeaglow, Inc., et al.*, San Francisco County Superior Court Case No. CGC-23-606524 action (“*Vaughn* Action”). The Parties agree to not seek Court approval of the Settlement until after the Participation Deadline as set forth in the Memorandum of Understanding of Individual Settlements Between Homeaglow and JCL Law Firm, Nicholas & Tomasevic and Zakay Law Group (“Arbitration MOU”) passes.
8. Amended Complaint: Plaintiffs shall submit a new LWDA letter (if needed) and amend the operative Complaint in the *Vaughn* Action to include Plaintiffs as named plaintiffs and include the class and PAGA allegations, claims and causes of action set forth in the Complaints and amendments thereto in the *Gomes v. Homeaglow Inc.* actions (“*Gomes* Actions”), United States District Court for the Eastern District of California Case No. 2:22-cv-00835-KJM-KJN and San Joaquin County Superior Court Case No. STK-CV-UOE-2022-2619, which was dismissed without prejudice on July 28, 2022; *Costley v. Homeaglow Inc.* action (“*Costley* Action”), Los Angeles Superior Court Case No. 22STCV27159; and *Hovis et al. v. Homeaglow Inc.* actions (“*Hovis* Actions”), United States District Court for the Southern District of California Case No. 3:23-CV-00045-BTM-VET and Los Angeles Superior Court Case No. 23STCV05600, as well as the claims and causes of action set forth in the LWDA letters that Plaintiffs submitted concerning Homeaglow. Plaintiffs agree to stay the *Costley* Action and *Hovis* Actions and dismiss these actions with prejudice within seven (7) days of the Effective Date (as defined below).
9. Gross Settlement Amount: In this Settlement, Homeaglow shall pay out the total sum of \$2,600,000 (“Gross Settlement Amount”), inclusive of all payments for all Released Class Claims of the Class and all Released PAGA Claims of the PAGA Workers; PAGA payment to the California Labor and Workforce Development Agency (“LWDA”); payment of Settlement Administration Expenses; Enhancement Awards to Plaintiffs; Attorneys’ Fees; and Attorneys’ Expenses. The Gross Settlement Amount shall be all-in with no reversion to Homeaglow. In no event shall Homeaglow be liable for the payment of any amounts exceeding the Gross Settlement Amount.
10. Net Settlement Amount: The Gross Settlement Amount less Court-approved Attorneys’ Fees, Attorneys’ Expenses, Enhancement Awards, Settlement Administration Expenses, the portion of the PAGA Payment to the LWDA, and the portion of the PAGA Payment to the PAGA Workers, shall constitute the “Net Settlement Amount.”
11. Attorneys’ Fees: Class Counsel may petition the Court for Attorneys’ Fees not to exceed one-

third of the Gross Settlement Amount currently estimated to be \$866,666.67 out of \$2,600,000.00, including any interest, subject to approval by the Court. Attorneys' Fees paid pursuant to this MOU shall be inclusive of all fees in these matters, including any and all court actions and arbitration actions (if any) initiated by Plaintiffs against Homeaglow. Homeaglow agrees not to oppose an Attorneys' Fees request provided that it does not exceed the amount set forth in this Section. Any reduction by the Court of the Attorneys' Fees will not void the Settlement.

12. Attorneys' Expenses: Class Counsel may petition the Court for Attorneys' Expenses of actual costs incurred by Class Counsel in an amount not to exceed \$40,000.00. Attorneys' Expenses paid pursuant to this MOU shall be inclusive of all expenses in this matter, including any and all court actions initiated by Plaintiffs against Homeaglow. Class Counsel's petition to the Court shall include Class Counsel's billing statement to demonstrate the expenses that were incurred. Homeaglow agrees not to oppose the Attorneys' Expenses request provided that it does not exceed the amount set forth in this Section and is consistent with this Section. Any reduction by the Court of the Attorneys' Expenses will not void the Settlement.
13. Enhancement Awards: Plaintiffs shall request, and Homeaglow shall not oppose, a request of an Enhancement Award for each Plaintiff in exchange for a general release of claims against the Released Parties, defined below. Plaintiffs shall request Enhancement Awards in the following amounts: up to \$7,500 for Plaintiff Kimberly Costley; up to \$10,000 for Plaintiff Jeanette Gomes; up to \$15,000 for Plaintiff Michelle Vaughn; up to \$7,500 for Plaintiff Marie Hovis; and up to \$7,500 for Plaintiff Genaro Mendoza. Any reduction by the Court of the Enhancement Awards will not void the Settlement.
14. Settlement Administration Expenses: The Settlement Administrator shall be mutually agreed to by the Parties. Settlement Administration Expenses shall not exceed the estimated proposal of the Settlement Administrator to administer the Settlement. In the unlikely event the Settlement Administration Expenses due exceed the estimate of the settlement administrator to conduct the settlement, any such excess will be deducted from the Gross Settlement Amount. Any and all payments from Homeaglow to the Settlement Administrator shall be deducted from the Gross Settlement Amount. Any reduction by the Court of the Settlement Administration Expenses will not void the Settlement.
15. PAGA Payment: The Parties agree to allocate \$150,000.00 as the PAGA Payment. 25% of the PAGA Payment will be distributed to the PAGA Workers, and 75% of the PAGA Payment will be paid to the LWDA.
16. Settlement Allocation: The allocation of the Net Settlement Amount to the Settlement Class Members shall be paid based on the number of cleaning services jobs completed in California during the Class Period that were sourced through the Homeaglow platform. The allocation of the portion of the PAGA Payment to the PAGA Workers shall be paid based on the number of cleaning services jobs completed in California sourced through the Homeaglow platform during the PAGA Period.

17. Settlement Administration:

- a. Homeaglow agrees to provide the Settlement Administrator, within fifteen (15) calendar days of entry of the Court's Order preliminarily approving the class portion of the Settlement, a spreadsheet containing the following information for each Settlement Class Member based on the most recent information available to Homeaglow in its database: (1) the full name provided by the Settlement Class Member to Homeaglow in its platform; and (2) last known address provided by the Settlement Class Member to Homeaglow in its platform; (3) tax identification number provided by the Class Member to Homeaglow in connection with obtaining access to Homeaglow's platform (if any); and (4) the information necessary to determine the estimated settlement allocation to each Class Member and each PAGA Worker, including number of cleaning services jobs that each Class Member and PAGA Worker completed in California that were sourced through the Homeaglow platform during the Class Period and PAGA Period. The Settlement Administrator shall keep the spreadsheet confidential and will not disclose the spreadsheet to anyone without Homeaglow's written authorization. The spreadsheet may not be used for any purposes other than the administration of this Settlement.
- b. Class Members will have forty-five (45) days from the mailing of the class settlement notice (the "Notice Period") to file with the Court their objection to the class portion of the Settlement or to indicate their decision to opt out of the class portion of the Settlement. The Parties agree that if any member of the Class objects to the settlement of Released Class Claims or disputes the basis for determining their share of the Net Settlement Amount, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. Homeaglow's records shall presumptively control. The Parties further agree that any dispute that cannot be resolved by Class Counsel and Homeaglow's counsel may be brought before the Court before final approval of the Settlement.
- c. If a class settlement notice is returned because of an undeliverable address, the Settlement Administrator shall conduct a skip trace to locate a correct address. There will be one search by the Settlement Administrator, via U.S. Postal Service Records. One supplemental class settlement notice will be mailed to each member of the Class whose notice is returned to the Settlement Administrator within five (5) calendar days of the initial mailing of the notices by the Settlement Administrator, or other such notice as ordered by the Court. Class Members who receive a re-mailed notice shall have their Notice Period extended fifteen (15) days from the original response deadline.
- d. Plaintiffs agree that they will not opt out of the class portion of the Settlement. If twenty (20) or more Class Members timely opt out of the class portion of the Settlement, Homeaglow shall have the sole and absolute discretion to rescind/void the Settlement within twenty (20) days after receiving from the Settlement Administrator the final list of opt-outs. Homeaglow agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement. In the

event that Homeaglow elects to rescind/void the Settlement, Homeaglow shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement for failure to satisfy a condition of settlement, and the Settlement shall become null and void and have no further force or effect, the Class certified pursuant to the Settlement Agreement will be decertified for all purposes, and all Parties to the Settlement shall stand in the same position, without prejudice, as if this MOU and any long form settlement agreement were neither entered into nor filed with the Court.

18. Escalator: For purpose of mediation and settlement discussions, Homeaglow calculated that the number of Class Members between December 5, 2018 and September 16, 2024 is approximately 10,920. Based on the Class Data provided to the Settlement Administrator, if the actual number of Class Members during this December 5, 2018 and September 16, 2024 time period exceeds the above number by more than 10%, then Homeaglow will increase the Gross Settlement Amount proportionate to the increase in Class Members during this time period over 10% (e.g., if the actual number of Class Members during this time period is 12% greater than 10,920, then the Gross Settlement Amount will increase by 2%). This Escalator Clause and the calculation of Class Members set forth in this Section 18 does not include Class Members who fall outside this December 5, 2018 and September 16, 2024 time period, but such Class Members are included in the Settlement.
19. Released Class Claims: Upon entry of judgment by the Court, the Settlement Class Members and all persons purporting to act on the Settlement Class Members' behalf or purporting to assert a claim under or through them, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties (as defined below) of and from any and all disputes, claims and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts, claims and/or allegations contained in the Complaints, Amended Complaints, and the forthcoming Amended Complaint described in Section 8 above, and/or PAGA notices to the LWDA filed by or submitted on behalf of any Plaintiff against any of the Released Parties, that arose during the Class Period, including, but not limited to, the following:
 - a. Any claims under California Labor §§ 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 246, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 and 3357, California Business & Profession Code § 17200 *et seq.*, California Code of Regulations §§ 11090 *et seq.*, and applicable Industrial Welfare Commission Wage Orders;
 - b. Any claims for unpaid wages (including minimum, regular, and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, failure to timely provide compliant itemized wage statements, misclassification as independent contractors, failure to properly record and maintain payroll records, failure to reimburse expenses, failure to pay contractual wages, coerced patronage, unlawful deduction from wages, breach of contract, unfair competition and claims for interest, penalties (including but not limited to

waiting time penalties), or premiums in connection therewith, as well as any and all other claims under California common law and/or federal, state or local statutes or ordinances, including, but not limited to, the Fair Labor Standards Act, the California Labor Code, the California Business & Professions Code, California Code of Regulations and/or California Industrial Welfare Commission Wage Orders, alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Complaints, Amended Complaints, the forthcoming Amended Complaint described in Section 8 above, and/or PAGA notices to the LWDA filed or submitted on behalf of any Plaintiff; and

- c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Complaints, Amended Complaints, the forthcoming Amended Complaint described in Section 8 above, and/or PAGA notices to the LWDA filed or submitted on behalf of any Plaintiff.

The release set forth in this Section 19 shall be collectively referred to as the “Released Class Claims.” The Settlement Class will be bound by the release of the Released Class Claims regardless of whether they cash their check representing their share of the Net Settlement Amount.

20. Released PAGA Claims: Upon entry of judgment by the Court, all PAGA Workers and the State of California shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA claims under California Labor Code section 2698 *et seq.*, including as amended premised in whole or in part on any of the claims set forth in Section 19 above that arise at any time during the PAGA Period (collectively, the “Released PAGA Claims”). The PAGA Workers will not have the opportunity to opt out of, or object to, their allocation of the PAGA Payment or release of the PAGA Claims set forth in this Section. The PAGA Workers are bound by the release of the PAGA Claims regardless of whether they cash their check representing their share of the PAGA payment.
21. Plaintiffs’ General Release: In addition to release of the Released Class Claims and Released PAGA Claims, Plaintiffs agree to a general release of any and all claims against any of the Released Parties to the maximum extent permitted by law, including a California Civil Code section 1542 waiver. Notwithstanding, nothing in this MOU and Plaintiffs’ General Release shall affect or be interpreted in any way so as to affect the resolution of Plaintiffs’ rights pursuant to their separate individual release agreements with Homeaglow, which are subject to a separate Arbitration MOU and will be subject to separate individual settlement agreements.

Upon the Court’s entry of the judgment, in addition to the release of the Released Class Claims and the Released PAGA Claims, Plaintiffs on behalf of Plaintiffs, Plaintiffs’ executors, legatees, devisees, administrators, successors, and assigns and any individuals who performed work accepted through Plaintiffs’ Homeaglow cleaner account, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from any and all claims, known or unknown,

asserted and unasserted, that they have or may have had against Homeaglow or any of the other Released Parties from the beginning of time through the date Plaintiffs sign this MOU. Such claims include, but are not limited to the Released Class Claims; the Released PAGA Claims; breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations and amendments thereto: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act of 1990; the Employment Retirement Income Security Act of 1974; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the California Fair Employment and Housing Act – California Government Code § 12900 *et seq.*; the California Family Rights Act – California Government Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – California Civil Code § 51 *et seq.*; the California Whistleblower Protection Law – California Labor Code § 1102.5; the California Occupational Safety and Health Act – California Labor Code § 6300 *et seq.*; the California Private Attorneys General Act – California Labor Code § 2698 *et seq.*; the California Business and Professions, Civil, Government and Labor Code; and any other federal, state, or local law, statute, regulation, or ordinance capable of being released by Plaintiffs, excluding any claims that cannot be released as a matter of law. Plaintiffs shall be deemed to have, and by operation of the judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiffs expressly have read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Plaintiffs understand that Section 1542 gives the right not to release existing claims of which they are not now aware, unless Plaintiffs voluntarily choose to waive this right. Having been so apprised, Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to release and assume all risks for claims that now exist in their favor, known or unknown.

Plaintiffs further acknowledge, agree, and understand that: (i) they have read and understand the terms of this MOU; (ii) they have been advised in writing to consult with an attorney before executing this MOU; (iii) they have obtained and considered such legal counsel as they deem necessary; and (iv) they have been given twenty-one (21) days to consider whether or not to enter into this MOU (although they may elect not to use the full 21-day period at their option).

Plaintiffs further acknowledge, agree, and understand that they are expressly, knowingly, and voluntarily waiving and relinquishing, to the fullest extent permitted by law, all rights or claims arising under the Age Discrimination in Employment Act of 1967. Plaintiffs may revoke their acceptance of this MOU within seven (7) days after the date they sign the MOU. Any revocation must be in writing and received by counsel for Defendant.

Plaintiffs further agree to dismiss any pending claims against any of the Released Parties with prejudice upon the Effective Date (as defined below).

22. Released Parties: The term “Released Parties” is defined to include Homeaglow, and any of its past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, partnerships, limited liability companies, as well as each of its or their past, present, and future officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Homeaglow.
23. Funding and Payments: Homeaglow shall pay the Gross Settlement Amount in ten installments (“Payments”). The first Payment, which shall be in the amount of \$850,000 and shall be paid no later than fourteen (14) days after: (1) this Class and PAGA Action MOU is fully-executed; and (2) the Settlement Administrator provides Homeaglow with the wiring instructions for the account set up for this Class and PAGA Settlement. The remaining \$1,750,000 of the Gross Settlement Amount shall be paid in nine equal monthly Payments, beginning from the Effective Date.
 - a. Curing: In the event that Homeaglow defaults on any of the Payments set forth above, Homeaglow will be given notice by Class Counsel and an opportunity to cure within twenty (20) business days.
 - b. Distribution: Distribution of the Gross Settlement Amount shall occur after all Payments have been made.

The Payments shall be deposited into an account backed by the full faith and credit of the United States government or an agency thereof, such as an account insured by the Federal Deposit Insurance Corporation (“FDIC”) pass-through insurance program set up by the Settlement Administrator. The Parties and the Settlement Administrator agree to treat the Gross Settlement Amount as a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and the Settlement Administrator, as administrator of the account within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the account and paying from the account any and all taxes, including any interest or penalties thereon, owed with respect to the account, to the extent necessary. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section, including if necessary the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settlement

Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount and the distributions and payments therefrom, including, without limitation, the tax returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable, Treas. Reg. § 1.468B-2(1). Such tax returns shall be consistent with the terms herein. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this MOU and the Settlement Agreement. Neither the Parties nor their counsel shall have any responsibility or liability for the acts or omissions of the Settlement Administrator.

24. Uncashed Checks: All checks not cashed within 180 days of payment shall be paid to the Unclaimed Property Fund in the name of the absent Settlement Class Members/PAGA Workers.
25. Tax Withholdings: The Settlement Administrator shall be responsible for all tax reporting necessary associated with this Settlement, including all payments to the Settlement Class Members/PAGA Workers. Settlement Class Members/PAGA Workers shall be responsible for the proper payment of any taxes on the payments that they receive under this Settlement. The Settlement Administrator shall issue applicable IRS Form 1099s to the Settlement Class Members/PAGA Workers for the payments that they receive under this Settlement to the extent required by law. Plaintiffs, all Settlement Class Members and all PAGA Workers shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable taxes due and shall hold the Released Parties, Class Counsel, and the Settlement Administrator harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the tax treatment of payments to Plaintiffs, all Settlement Class Members and all PAGA Workers pursuant to this Settlement or failure to timely or properly pay any taxes owed on their respective settlement payments.
26. Court Filings: The Parties agree not to object to any Court filings consistent with this Agreement. The Parties further agree that the pending litigation will be stayed for all purposes. The Parties will jointly seek an immediate vacation or stay of any pending dates, pending approval by the Court of this Settlement.
27. Ability to Void: Subject to the obligation(s) of mutual full cooperation that will be set out in the final Settlement Agreement, either Party may terminate this Settlement if after submitting to settle as set forth in the MOU, any Court declines to permit Plaintiffs to amend the operative Complaint consistent with the terms of this Settlement and/or enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Effective Date does not occur. The terminating Party shall give to the other Party (through its/his/her counsel) written notice of its/his/her decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:
 - a. The MOU and the Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
 - b. In the event the Settlement Agreement is terminated, Homeaglow shall have no

obligation to make any payments to any party, Settlement Class Member, PAGA Worker, or attorney. The Settlement Administrator shall return to Homeaglow in full all Payments made under this Settlement.

- c. The order approving the filing of the Amended Complaint as described in Section 8, the preliminary approval order, the final approval order, and judgment, including any order of class certification, shall be vacated.
- d. The MOU, the Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, neither this MOU nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the pending actions or any other action for any purpose whatsoever.

28. Effective Date: The term “Effective Date” means the date the Court’s Judgment and Order(s) granting final approval of the class portion of the Settlement and approval of the PAGA portion of the Settlement (“Final Approval Order”) become final and are no longer appealable and all other conditions described herein have been met. For purposes of this Settlement, the date the Court’s Final Approval Order and Judgment “become final and no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Final Approval Order and/or Judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Final Approval Order and Judgment, the day after the last date for filing a request for further review of the Final Approval Order and/or Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Final Approval Order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the Final Approval Order and Judgment are affirmed. In the event that: (i) the Court (or any appellate court) does not approve the Settlement as provided herein or (ii) the Effective Date does not occur for any other reason, then the MOU executed by the Parties, the Settlement Agreement, and any documents generated to bring the Settlement into effect will be null and void, and the Parties will be returned to their respective positions before the Settlement was reached. The Effective Date cannot occur until and unless there is no possibility of an appeal or further appeal that could potentially prevent this settlement from becoming final and binding. If an appeal is filed, the obligation for Homeaglow to make the monthly Payments as provided in Section 23 will be stayed until the Effective Date occurs at which time Homeaglow will resume making its monthly Payments until the Gross Settlement Amount has been paid in full.

29. Attorneys’ Fees: Plaintiffs and Homeaglow shall bear its/their own attorney’s fees and costs, except as provided herein.

30. Publicity: Plaintiffs and Class Counsel will not make any public disclosure of the Settlement Agreement or this MOU until after the filing of the motion for preliminary approval of the class portion of the Settlement. Plaintiffs and Class Counsel represent that they have not made

any such disclosure. Class Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement or this MOU until after the Settlement is approved by the Court. Thereafter, Class Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website.

31. Non-Admission of Liability: This MOU represents a compromise and settlement of highly disputed claims. Nothing in this MOU is intended or will be construed as an admission by Homeaglow or the other Released Parties that the claims in the lawsuits of Plaintiffs or Settlement Class Members have merit or that Homeaglow and/or the other Released Parties bear any liability to Plaintiffs or the Settlement Class Members on those claims or any other claims, or as an admission by Plaintiffs that Homeaglow's defenses in these lawsuits have merit.
32. Validity and Enforceability of Arbitration Agreements: The Settlement and this MOU shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiffs and/or the Settlement Class Members, and the settlement shall not prejudice Homeaglow from seeking to enforce such arbitration agreements.
33. Enforceability: The Parties intend this MOU to be admissible and binding under California Code of Civil Procedure Section 664.6 with the signature of Homeaglow and Plaintiffs. The Parties agree that the San Francisco County Superior Court shall retain continuing jurisdiction over this case under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement. The time to which to bring this action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of the signing of this MOU by all parties until the entry of the final approval order and judgment or if not entered the date this MOU shall no longer be of any force or effect.
34. Court Filings: The Parties agree not to object to any Court filings consistent with this Agreement.
35. Disputes: The Parties agree to negotiate the Settlement Agreement in good faith. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Tripper Ortman, for resolution.

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36. Execution in Counterparts: This MOU may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this MOU shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.

Accepted and agreed:


Kimberly Costley (Oct 21, 2025 22:16:59 PDT)

Plaintiff Kimberly Costley

10/21/2025

Date


Jeanette Gomes (Oct 22, 2025 10:09:23 PDT)

Plaintiff Jeanette Gomes

10/22/2025

Date


Michelle Renee Vaughn (Oct 21, 2025 16:55:32 PDT)

Plaintiff Michelle Vaughn

10/21/2025

Date

Plaintiff Marie Hovis

Date

Plaintiff Genaro Mendoza

Date

Defendant Homeaglow Inc.

Date

Accepted as to form:


JCL Law Firm APC

10/22/2025

Date

Nicholas & Tomasevic, LLP

Date


Zakay Law Group, APLC

10/22/2025

Date

36. Execution in Counterparts: This MOU may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this MOU shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.

Accepted and agreed:

Plaintiff Kimberly Costley

Date

Plaintiff Jeanette Gomes

Date

Plaintiff Michelle Vaughn

Date



Marie Hovis (Oct 24, 2025 18:47:42 EDT)
Plaintiff Marie Hovis

10/24/25

Date

Plaintiff Genaro Mendoza

Date

Defendant Homeaglow Inc.

Date

Accepted as to form:

JCL Law Firm, APC

Date

Nicholas & Tomasevic, LLP

Date

Zakay Law Group, APLC

Date

36. Execution in Counterparts: This MOU may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this MOU shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.

Accepted and agreed:

Plaintiff Kimberly Costley

Date

Plaintiff Jeanette Gomes

Date

Plaintiff Michelle Vaughn

Date

Plaintiff Marie Hovis

Date


Genaro Mendoza (Oct 21, 2025 23:47:05 PDT)

10/21/25

Plaintiff Genaro Mendoza

Date

Defendant Homeaglow Inc.

Date

Accepted as to form:

JCL Law Firm, APC

Date

Nicholas & Tomasevic, LLP

Date

Zakay Law Group, APLC

Date

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Plaintiff Kimberly Costley

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Date

Plaintiff Marie Hovis

Date

Plaintiff Genaro Mendoza

Date

Signed by:

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11/4/2025

Defendant Homeaglow Inc.

Date

Accepted as to form:

JCL Law Firm, APC

Date



Nicholas & Tomasevic, LLP

October 24, 2025

Date

Zakay Law Group, APLC

Date