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10 Attorneys for Defendant  
11 GRIFFIS GROUP RESIDENTIAL, LLC

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN DIEGO**

14 ROBERT CELLA, individually and on behalf of  
15 other members of the general public similarly  
16 situated,

17 Plaintiff,

18 v.

19 GRIFFIS INVESTMENT COMPANY, INC., a  
20 Colorado Corporation; GRIFFIS GROUP  
21 RESIDENTIAL, LLC, a business entity  
22 unknown; GRIFFIS GROUP RESIDENTIAL  
23 PAYROLL, a business entity unknown; GRIFFIS  
24 RESIDENTIAL, a business entity unknown; and  
25 DOES 1-10, inclusive

26 Defendants.

27 Case No.: 24CU008274C

28 ASSIGNED FOR ALL PURPOSES TO  
HON. LOREN FREESTONE, DEPT. C-64

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Complaint Filed: August 28, 2024



1 Expenses Payments shall only be paid from the Gross Settlement Amount. If costs exceed this amount,  
2 Counsel shall apply for the costs reimbursements.

3 c. "Class Counsel Fees Payment" means the attorneys' fees agreed upon by the  
4 Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action  
5 up to, but not to exceed, \$46,984.12 (1/3 of the Gross Settlement Amount). Class Counsel Fees  
6 Payment shall only be paid to Class Counsel from the Gross Settlement Amount.

7 d. "Class" and "Class Members" for purposes of this Settlement shall be defined  
8 as all current and former hourly-paid or non-exempt employees of Defendant within the State of  
9 California at any time during the Class Period. Based on a review of its records to date, Defendant  
10 estimates there are 65 Class Members who worked a total of 4,337 Workweeks through May 8, 2025.

11 e. "Class Counsel" shall mean Eric K. Yaeckel, Ryan T. Kuhn and Cody D.  
12 Archer of Sullivan & Yaeckel Law Group, APC.

13 f. "Class Period" shall mean the time period from August 28, 2020, through July  
14 13, 2025.

15 g. "Class Representative Service Payment" shall mean an award up to, but not to  
16 exceed, \$10,000 to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf  
17 of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss.  
18 The Class Representative Service Payment shall be paid from the Gross Settlement Amount.

19 h. "The Court" shall mean the San Diego County Superior Court, Hon. Loren  
20 Freestone, or such other San Diego County Superior Court Judge as may be assigned to hear this  
21 matter.

22 i. "Defendant" shall mean Griffis Group Residential, LLC.

23 j. "Effective Date" shall be sixty-five (65) days from the date of service of a  
24 Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment  
25 described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order  
26 Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be  
27 the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering  
28 Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the

1 Settlement and Entering Judgment; or (iii) the final dismissal of any proceeding to review the Order  
2 Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting  
3 Final Approval and Entering Judgment with no avenue for additional appeal or review available.

4 k. "Employer Taxes" means Defendant's share of employer-side payroll taxes to  
5 be paid on that portion of the Class Member's Individual Settlement Payment characterized as wages,  
6 i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid  
7 outside of and in addition to the Gross Settlement Amount.

8 l. "Gross Settlement Amount" (or "GSA") shall mean the maximum non-  
9 reversionary amount of \$140,952.50 payable by Defendant as provided for by this Agreement.

10 m. "Individual Settlement Payment" means the amount each Class Member and  
11 PAGA Member shall be entitled to receive pursuant to the Settlement. This payment will include  
12 compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class  
13 Period and the number of Pay Periods worked during the PAGA Period. Class Members who opt out  
14 of the non-PAGA portion of the Settlement shall only receive payment based on the number of Pay  
15 Periods worked during the PAGA Period.

16 n. "LWDA Payment" means the sixty-five percent (65%) portion of the PAGA  
17 Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") pursuant  
18 to the PAGA.

19 o. "Net Settlement Amount" shall mean the Gross Settlement Amount less the: (i)  
20 Class Representative Service Payment; (ii) Administration Costs; (iii) Class Counsel Fees Payment;  
21 (iv) Class Counsel Litigation Expenses Payments; and (v) the PAGA Penalties.

22 p. "Class Notice" shall mean the Notice of Proposed Class Action Settlement  
23 substantially in the form attached as **Exhibit A**.

24 q. "PAGA" shall mean the Private Attorneys General Act of 2004, California  
25 Labor Code section 2698, *et seq.*

26 r. "PAGA Member(s)" and "PAGA Group" means all current and former hourly-  
27 paid or non-exempt employees of Defendant within the State of California at any time during the  
28 PAGA Period.

1 s. "PAGA Members Payment" means the thirty-five percent (35%) portion of the  
2 PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

3 t. "PAGA Pay Period(s)" means any pay period in which a PAGA Member  
4 worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken  
5 for vacations and leaves of absences.

6 u. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the  
7 Parties and approved by the Court up to, but not to exceed, \$10,000.00, sixty-five percent (65%) of  
8 which will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"),  
9 and the remaining thirty-five percent (35%) ("PAGA Members Payment") shall be distributed  
10 proportionately to PAGA Members.

11 v. "PAGA Period" shall mean the time period from May 8, 2024, through July 13,  
12 2025.

13 w. "Participating Class Member(s)" means any Class Member who does not return  
14 a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All  
15 Participating Class Members will be mailed their Individual Settlement Payment without the need to  
16 return a claim form.

17 x. "Parties" shall mean collectively, Plaintiff and Defendant.

18 y. "Plaintiff" and "Class Representative" shall mean Plaintiff Robert Cella.

19 z. "Response Deadline" means the deadline by which Class Members must  
20 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the  
21 non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the  
22 number of Workweeks worked during the Class Period and number Pay Periods worked during the  
23 PAGA Period. The Response Deadline will be thirty (30) calendar days from the initial mailing of the  
24 Class Notices by the Administrator, unless the 30th day falls on a Sunday or Federal holiday, in which  
25 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.  
26 The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-  
27 mailed a Class Notice by the Administrator, unless the 15th day falls on a Sunday or Federal holiday,  
28 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service

1 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
2 and Defendant.

3           aa.     “Released Claims” means any and all claims, debts, rights, demands,  
4 obligations, or liabilities of every nature and description, for damages, premiums, penalties, liquidated  
5 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief  
6 against the Released Parties, arising during the Class Period and alleged in the operative complaint, or  
7 which could have been alleged based on the facts pled in the operative complaint, including without  
8 limitation, claims relating to: (i) failure to pay for all hours worked, including, but not limited to, as  
9 the result of off-the-clock work; (ii) failure to pay minimum wages; (iii) failure to pay overtime wages;  
10 (iv) failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular  
11 rate of pay; (v) failure to provide meal periods or pay meal period premiums at the regular rate of pay;  
12 (vi) failure to provide rest periods or pay rest period premiums at the regular rate of pay; (vii) failure  
13 to provide complete and accurate wage statements; (viii) failure to timely pay wages during  
14 employment; (ix) failure to timely pay all wages owed to employees who quit or are terminated; (x)  
15 failure to reimburse for business expenses, including, but not limited to, personal cell phone usage;  
16 (xi) failure to maintain accurate time and payroll records; and (xii) claims for interest and any other  
17 claims and penalties premised on the aforementioned allegations. “Released Claims” includes all  
18 types of relief available for the above-referenced claims, including any claims for damages, restitution,  
19 losses, premiums, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive  
20 relief, declaratory relief, or liquidated damages, whether under federal law, state law, or any state or  
21 local law or common law, including violations of the Labor Code, Wage Orders, applicable  
22 regulations, and any and all claims under the Fair Labor Standards Act related to the facts and claims  
23 alleged in the operative complaint.

24           bb.     “Released PAGA Claims” means any and all PAGA claims against the  
25 Released Parties arising during the PAGA Period and alleged in the operative complaint and/or  
26 Plaintiff’s letter to the LWDA, or which could have been alleged based on the facts pled in the  
27 operative complaint and/or alleged in Plaintiff’s letter to the LWDA, including without limitation  
28 PAGA claims relating to: (i) failure to pay for all hours worked, including, but not limited to, as the

1 result of off-the-clock work; (ii) failure to pay minimum wages; (iii) failure to pay overtime wages;  
2 (iv) failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular  
3 rate of pay; (v) failure to provide meal periods or pay meal period premiums at the regular rate of pay;  
4 (vi) failure to provide rest periods or pay rest period premiums at the regular rate of pay; (vii) failure  
5 to provide complete and accurate wage statements; (viii) failure to timely pay wages during  
6 employment; (ix) failure to timely pay all wages owed to employees who quit or are terminated; (x)  
7 failure to reimburse for business expenses, including, but not limited to, personal cell phone usage;  
8 (xi) failure to maintain accurate time and payroll records; and (xii) any other PAGA claims premised  
9 on the aforementioned allegations.

10 cc. "Released Parties" means Griffis Group Residential, LLC and its past, present,  
11 and future parents, subsidiaries, affiliated or sister companies, and divisions, including but not limited  
12 to Griffis Investment Company, Inc., and their respective past, present, and future officers, directors,  
13 employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of  
14 their successors (including persons or entities who may acquire them in the future), assigns,  
15 representatives, heirs, executors, and administrators and all other persons acting by, through, under or  
16 in concert with them that could be liable for the Released Claims or Released PAGA Claims.

17 dd. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Joint  
18 Stipulation of Class Action Settlement and Release.

19 ee. "Administrator" means ILYM Group, Inc. or any other third-party class action  
20 Administrator agreed to by the Parties and approved by the Court for the purposes of administering  
21 this Settlement.

22 ff. "Administration Costs" means the costs allocated from the Gross Settlement  
23 Amount to pay for administration of the settlement, as described in this Agreement, including: (i)  
24 required tax calculations and tax reporting to the appropriate governmental entities in connection with  
25 the Individual Settlement Payments (as defined below); (ii) issuing of IRS Forms 1099 and W-2; (iii)  
26 address updates through the National Change of Address database (prior to the mailing of the Class  
27 Notices); (iv) distributing Class Notices; (v) skip-tracing Class Notices returned as undeliverable; (v)  
28 calculating and distributing the Individual Settlement Payments; (vi) weekly status reports; (vii)

1 resolving disputed claims with the aid of the Parties' counsel; and (viii) providing all reports and  
2 declarations deemed necessary by the Parties in an amount not to exceed \$6,550.

3 gg. "Workweek" means any week in which a Class Member worked at least one  
4 day in that week during the Class Period, excepting those dates/times taken for vacations and leaves  
5 of absences.

### 6 SUMMARY OF THE LITIGATION AND SETTLEMENT

7 1. On August 28, 2024, Plaintiff filed a wage and hour class action lawsuit in the Superior  
8 Court of California, County of San Diego (Case No. 24CU008274C), alleging violations of: (a) Labor  
9 Code sections 226.7 and 512 (failure to provide meal and rest breaks); (b) Labor Code sections 510,  
10 1194 and 1197 (failure to pay minimum wage and overtime); (c) Labor Code section 226 (non-  
11 compliant wage statements); (d) Labor Code section 2802 (unreimbursed business expenses); (e)  
12 Labor Code sections 201-203 (final wages not timely paid); and (f) Business & Professions Code  
13 section 17200, *et seq.*

14 2. After engaging in informal discovery, investigations, and negotiation, on May 8, 2025,  
15 the Parties remotely attended mediation with the mediator Christianna Mantas, eventually resulting in  
16 the Parties reaching a settlement.

17 3. Defendant denies the allegations in the Operative Complaint, denies any failure to  
18 comply with the laws identified in the operative complaint, and denies any and all liability for the  
19 causes of action alleged.

20 4. The Parties conducted significant investigation and informal discovery of the facts and  
21 law both before and after the Action was filed. Defendant produced documents relating to its policies,  
22 practices, and procedures regarding reimbursement of business expenses, paying non-exempt  
23 employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and  
24 operational policies. As part of Defendant's production, Plaintiff also reviewed time records, pay  
25 records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff  
26 to understand the number of Workweeks and PAGA Pay Periods. Plaintiff also located and  
27 interviewed Class Members who worked for Defendant during the Class Period. Plaintiff's  
28 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor*

1 Co. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
2 116, 129-130.

3 5. The Court has not granted class certification.

4 6. The Parties represent they are not aware of any other pending matter or action asserting  
5 claims that will be extinguished or affected by the Settlement Agreement.

6 **TERMS OF THE CLASS SETTLEMENT**

7 7. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to  
8 completely resolve the Action, including the Amended Complaint, on a class-wide basis. In addition  
9 to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the  
10 Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be  
11 obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete  
12 resolution of the Action, including the Amended Complaint.

13 8. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and  
14 subject to the approval of the Court, the Parties agree to the following allocations:

15 a. Class Counsel Fees Payment. Class Counsel shall be paid a Class Counsel Fees  
16 Payment of up to \$46,984.12 (1/3 of the Gross Settlement Amount).

17 b. Class Counsel Litigation Expenses Payments. Class Counsel shall be paid an  
18 award for reimbursement of their Class Counsel Litigation Expenses Payments of up to \$12,500.

19 c. Class Representative Service Payment. Plaintiff shall be paid a Class  
20 Representative Service Payment of up to \$10,000 in recognition of his effort and work in prosecuting  
21 the Action on behalf of Class Members and PAGA Members and undertaking the burdens and risks  
22 for the payment of costs in the event of loss. The Class Representative Service Payment shall be paid  
23 in addition to Plaintiff's Individual Settlement Payment. Plaintiff shall be solely and legally  
24 responsible to pay any and all applicable taxes on his Class Representative Service Payment. Any  
25 portion of the Class Representative Service Payment not awarded to Plaintiff shall remain with the  
26 Net Settlement Amount.

27 d. Administration Costs. The Administrator shall be paid "Administration Costs"  
28 in an amount not to exceed \$6,550.

1 e. PAGA Penalties. PAGA Penalties of \$6,500.00 (65% of \$10,000.00) shall be  
2 paid to the LWDA and \$3,500.00 (35% of \$10,000.00) to PAGA Members who have worked during  
3 the PAGA Period. PAGA Members shall not have the right to opt out of the PAGA portion of this  
4 Settlement.

5 9. Allocation of the Net Settlement Amount and PAGA Members Payment. The Net  
6 Settlement Amount and PAGA Members Payment shall both be allocated to Class Members and  
7 PAGA Members based on the formulas described below. Any portion of the Class Counsel Fees  
8 Payment, Class Counsel Litigation Expenses Payments, Class Representative Service Payment,  
9 Administration Costs, and/or PAGA Penalties not approved by the Court shall be added to the Net  
10 Settlement Amount. No portion of the Net Settlement Amount shall be reverted to or be retained by  
11 Defendant. The Net Settlement Amount and PAGA Members Payment shall be distributed to  
12 Participating Class Members and PAGA Members on a proportionate basis as follows:

13 a. Payment to Participating Class Members. Each Participating Class Member shall  
14 receive a proportionate share of the Net Settlement Amount that is equal to: (i) the  
15 number of Workweeks he/she worked during the Class Period divided by (ii) the total  
16 number of Workweeks worked by all Participating Class Members during the Class  
17 Period.

18 b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of  
19 the PAGA Members Payment that is equal to: (i) the number of Pay Periods he/she  
20 worked during the PAGA Period divided by (ii) the total number of Pay Periods worked  
21 by all PAGA Members during the PAGA Period.

22 10. Individual Settlement Payments. Participating Class Members shall receive an  
23 Individual Settlement Payment calculated as set forth above. Class Members who opt out of the non-  
24 PAGA portion of the Settlement shall receive only an Individual Settlement Payment representing  
25 payment for the PAGA Members Payment as set forth above. If a Class Member should dispute the  
26 information upon which his or her Individual Settlement Payment is calculated, and it is determined  
27 by the Administrator from the information and/or documentation provided by that Class or PAGA  
28 Member that an amount more than that initially calculated is payable to any Participating Class

1 Member or PAGA Member pursuant to the Settlement, that additional amount will be paid from the  
2 Gross Settlement Amount. In no event shall Defendant ever be required to pay any amount greater  
3 than the Gross Settlement Amount plus the Employer Taxes.

4 11. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit  
5 plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members,  
6 as well as any other payments made pursuant to this Settlement, shall not be construed as compensation  
7 for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class  
8 Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans,  
9 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit  
10 plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by  
11 any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to  
12 which any Class Members may be entitled under any benefit plans.

13 12. PAGA Notice. Promptly upon execution of this Agreement, Plaintiff's counsel shall  
14 file a Notice with the LWDA to include PAGA claims for: (i) alleged failure to pay for all hours  
15 worked, including, but not limited to, as the result of off-the-clock work; (ii) the alleged failure to pay  
16 minimum wages; (iii) failure to pay overtime wages; (iv) the alleged failure to correctly calculate the  
17 regular rate of pay and pay wages that are derived from the regular rate of pay; (v) the alleged failure  
18 to provide meal periods or pay meal period premiums at the regular rate of pay; (vi) the alleged failure  
19 to provide rest periods or pay rest period premiums at the regular rate of pay; (vii) the alleged failure  
20 to provide complete and accurate wage statements; (viii) the alleged failure to timely pay wages during  
21 employment; (ix) the alleged failure to timely pay all wages owed to employees who quit or are  
22 terminated; (x) the alleged failure to reimburse for business expenses, including, but not limited to,  
23 personal cell phone usage; (xi) the alleged failure to maintain accurate time and payroll records; and  
24 (viii) any other PAGA claims premised on the aforementioned allegations. In the event the LWDA  
25 timely notifies Plaintiff that it intends to investigate the claims in the PAGA Notice, this Settlement  
26 Agreement shall be null and void.

27 13. Amended Complaint. Upon expiration of the sixty-five (65) day time period for receipt  
28 of a response to the PAGA Notice from the LWDA, the Parties shall stipulate to the filing of, and

1 Plaintiff shall file, an Amended Complaint alleging class and PAGA claims for: (i) the alleged failure  
2 to pay for all hours worked, including, but not limited to, as the result of off-the-clock work; (ii) the  
3 alleged failure to pay minimum wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged  
4 failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular  
5 rate of pay; (v) the alleged failure to provide meal periods or pay meal period premiums at the regular  
6 rate of pay; (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular  
7 rate of pay; (vii) the alleged failure to provide complete and accurate wage statements; (viii) the alleged  
8 failure to timely pay wages during employment; (ix) the alleged failure to timely pay all wages owed  
9 to employees who quit or are terminated; (x) the alleged failure to reimburse for business expenses,  
10 including, but not limited to, personal cell phone usage; (xi) the alleged failure to maintain accurate  
11 time and payroll records; (xii) PAGA penalties based thereon; and (xiii) unfair business practices. The  
12 Parties shall agree upon the form of the Amended Complaint. In the event the Amended Complaint is  
13 not allowed by the Court, this litigation shall return to the status prior to the execution of this  
14 Agreement, and this Agreement shall be null and void, provided that the Parties will negotiate in good  
15 faith to resolve any issues that led the Court to deny the filing of the Amended Complaint. In the event  
16 this Settlement does not receive final approval by the Court or the Effective Date does not occur, the  
17 Parties shall stipulate to the withdrawal of the Amended Complaint, and this litigation shall return to  
18 the status prior to the execution of this Agreement.

19 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

20 14. Preliminary Approval: Upon filing of the Amended Complaint, Plaintiff shall file a  
21 Motion for Order Granting Preliminary Approval of the Class Action Settlement which requests the  
22 following: (a) preliminary approval of the Settlement, subject only to the objections of Class Members  
23 and final review by the Court; (b) conditional certification of a class for purposes of settlement only;  
24 (c) a schedule for final approval hearing regarding the proposed Settlement, including payment of  
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payments, and Class Representative  
26 Service Payment; (d) approval as to form and content of the proposed Class Notice; (e) a schedule for  
27 the procedures for the Response Deadline; and (f) a schedule for the mailing of the Class Notice by  
28 first class mail to the Class Members. Class Counsel will provide counsel for Defendant with a draft

1 of the motion for preliminary approval including the proposed Order Granting Preliminary Approval  
2 at least seven (7) calendar days before it is filed with the Court for Defendant's review and input.  
3 Defendant shall not oppose the Preliminary Approval Motion and may, in its sole option, file a  
4 declaration of non-opposition. Concurrently with the filing of the Preliminary Approval Motion,  
5 counsel for Plaintiff shall submit a copy of this Agreement to the LWDA and provide proof of said  
6 submission to the Court and counsel for Defendant.

7 15. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to  
8 certification of the Class for purposes of the Settlement only. If the Settlement is not approved, the  
9 stipulation to certification shall be void. The Parties further agree that certification for purposes of the  
10 Settlement is not an admission that class action certification is proper under the standards applied to  
11 contested certification motions and that this Settlement shall not be admissible in this or any other  
12 proceeding as evidence that either: (a) class action should be certified; or (b) Defendant is liable to  
13 Plaintiff or any Class Member, other than according to the Settlement's terms.

#### 14 SETTLEMENT ADMINISTRATION

15 16. Administrator. The Parties each represent that they do not have any financial interest  
16 in the Administrator or otherwise have a relationship with the Administrator that could create a conflict  
17 of interest.

18 17. Class Data List. Within fourteen (14) calendar days of the Order Granting Preliminary  
19 Approval, Defendant shall provide to the Administrator for each identifiable member of the Class the  
20 following information: (a) name and address; (b) social security number; (c) telephone number; (c)  
21 number of work weeks worked during the Class Period; and (d) number of Pay Periods worked during  
22 the PAGA Period based on its business and payroll records ("Class Data List"). The Class Data List  
23 and information shall remain confidential. The Administrator shall only use this information to  
24 facilitate notice, administration of the Settlement, and for distribution of Individual Settlement  
25 Payments to Participating Class Members and PAGA Members. The Parties agree to cooperate in the  
26 administration of the Settlement and to make all reasonable efforts to control and minimize the costs  
27 and expenses incurred in administration of the Settlement.

28 18. Duty to Protect Class Data. The Administrator shall represent and warrant that it shall:

1 (a) provide reasonable and appropriate administrative, physical and technical safeguards for the Class  
2 Data List that it receives from Defendant; (b) not disclose the Class Data List to Class Counsel,  
3 Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent  
4 and keep the Class Data List confidential; (c) not disclose or otherwise use the Class Data other than  
5 to carry out its duties as set forth herein; and (d) promptly provide Defendant with notice if it becomes  
6 aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

7 19. Confirmation of Contact Information in the Class Data List. Following receipt of the  
8 Class Data List from Defendant, and prior to mailing, the Administrator shall perform a search of the  
9 National Change of Address Database to update and correct stale Class Member addresses. If any  
10 Class Notice is returned to the Administrator as non-deliverable on or before the Response Deadline,  
11 within three (3) calendar days of its receipt, the Administrator shall send it promptly via regular First-  
12 Class U.S. Mail to the forwarding address affixed thereto, and the Administrator shall indicate the date  
13 of such re-mailing on the Class Notice. If no forwarding address is provided, the Administrator shall  
14 promptly attempt to determine the correct address by using a skip-trace, or other search using the  
15 name, address and/or social security number of the Class Member involved, and shall, within three (3)  
16 calendar days of learning the correct address, re-mail the Class Notice. Should a Class Notice  
17 associated with a currently employed Class Member be returned to the Administrator, it shall  
18 immediately inform Defendant to obtain a more current mailing address for that Class Member to re-  
19 mail the Class Notice.

20 20. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days following  
21 Defendant providing the Class Data List to the Administrator as set forth above, the Administrator  
22 shall mail the individualized Class Notice by First Class U.S. Mail. Each individualized Class Notice  
23 shall include the Class Member's number of Workweeks during the Class Period and number of Pay  
24 Periods during the applicable PAGA Period and the estimated Individual Settlement Payment amount.  
25 The Class Notice will also inform Class Members of their right to opt-out of the non-PAGA portion  
26 of the Settlement, that they will receive payment for the Settlement without having to submit a claim  
27 and that they each will be mailed their Individual Settlement Payment at the address on file with the  
28 Administrator. The Class Notice will also inform the Class of the manner and deadline to submit: (a)

1 requests for exclusion from the non-PAGA portion of the Settlement; (b) objections to the Settlement;  
2 and (c) disputes concerning the number of Workweeks during the Class Period and the number of Pay  
3 Periods worked during the PAGA Period. The Class Notice further informs the Class of the claims to  
4 be released, including if they do not request to be excluded, and the date, time, and place set for the  
5 Final Approval Hearing.

6 21. Disputed Workweek and/or Pay Period Information. Class Members may contact the  
7 Administrator with questions regarding the number of Workweeks they have been assigned during the  
8 Class Period or the number of Pay Periods. Class Members may produce evidence to the Administrator  
9 showing that such information is inaccurate. There is a rebuttable presumption that Defendant's  
10 personnel and payroll records are correct, but Class Members may, should they disagree with  
11 Defendant's records, provide documentation to show contrary employment dates and/or records of  
12 Workweeks or Pay Periods no later than the Response Deadline. The dispute must: (a) set forth the  
13 name, address, telephone number and last four digits of the social security number of the Class  
14 Member submitting the dispute; (b) be signed by the Class Member; (c) be timely returned to the  
15 Administrator; (d) clearly state the reason(s) that the Class Member disputes the information provided  
16 contained in the Class Notice; and (e) be postmarked on or before the Response Deadline. All disputes  
17 shall be decided by the Administrator within ten (10) business days of the Response Deadline.

18 22. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the non-  
19 PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the  
20 Administrator, in the manner set forth in the Class Notice, by the Response Deadline. The Request for  
21 Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social  
22 Security number of the Class Member requesting the exclusion; (b) be signed by the Class Member;  
23 (c) be timely returned to the Administrator; (d) clearly state that the Class Member does not wish to  
24 be included in the non-PAGA portion of the Settlement and does not wish to receive any payment or  
25 other benefits therefrom; and (e) be postmarked on or before the Response Deadline. The postmark  
26 date shall be the exclusive means to determine whether a Request for Exclusion has been timely  
27 submitted. No Request for Exclusion may be made on behalf of a group of Class Members.  
28 Workweeks by Class Members who have submitted a valid and timely Request for Exclusion shall be

1 deducted from the aggregate number of Workweeks for the non-PAGA portion of the Settlement.  
2 Class Members shall not have the right to opt out of the PAGA portion of the Settlement.

3 23. Defective Submissions. If a Class Member's Request for Exclusion is defective as to  
4 any of the requirements listed herein, that Class Member shall be given an opportunity to cure the  
5 defect(s). The Administrator shall mail the Class Member a cure letter within three (3) business days  
6 of receiving the defective submission to advise the Class Member that his or her submission is  
7 defective and that the defect must be cured to render the Request for Exclusion valid. The Class  
8 Member shall have until (a) the Response Deadline or (b) ten (10) calendar days from the date of the  
9 cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request  
10 for Exclusion is not postmarked within that period, it shall be deemed untimely. Class Members shall  
11 be limited to one cure letter advising them of the defect. A Class Member who submits an invalid or  
12 untimely request to be excluded will remain a Class Member, will receive their Individual Settlement  
13 Payment and be bound by the releases and judgment entered as set forth herein. Invalid and untimely  
14 Requests for Exclusion shall be deemed null and void.

15 24. Objection Procedures. To object in writing to the non-PAGA portion of the Settlement,  
16 a Class Member must postmark a valid Notice of Objection to the Administrator on or before the  
17 Response Deadline. Class Members shall not have a right to object to the PAGA portion of the  
18 Settlement. The Notice of Objection must be signed by the Class Member and contain all information  
19 required by this Settlement and as set forth in the Class Notice, including: (a) the objector's full name,  
20 signature, address, and telephone number; (b) a written statement of all grounds for the objection  
21 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other  
22 documents upon which the objection is based; and (d) a statement whether the objector intends to  
23 appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive means for  
24 determining that the Notice of Objection is timely. Alternatively, Class Members may appear at the  
25 Final Approval Hearing to request to have their objections heard by the Court. Only Class Members  
26 who have not opted out of the non-PAGA portion of the Settlement may object. Any Class Member  
27 who does not submit an objection to the Settlement shall be foreclosed from objecting to the Settlement  
28 and seeking any adjudication or review of the Settlement, by appeal or otherwise. Class Members who

1 postmark timely Notices of Objection shall have a right to appear at the Final Approval Hearing to  
2 have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to  
3 solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal  
4 from the Final Approval and Judgment. Class Counsel shall not represent any Class Members with  
5 respect to any such objections to this Settlement. The Parties shall file all Notices of Objection, valid  
6 or invalid, timely or untimely, with the Court in advance of the Final Approval Hearing. If the Court  
7 overrules the Class Member's objection(s), or if the Court approves the Settlement despite any  
8 objection(s), the Class Member will be deemed to be a Participating Class Member and will be bound  
9 by the terms of this Agreement and will be mailed their Individual Settlement Payment.

10 25. Administrator Reports Regarding Class Member Participation. The Administrator shall  
11 provide Defendant's counsel and Class Counsel a biweekly report that certifies the number of Class  
12 Members who have submitted valid Requests for Exclusion and objections to the Settlement, and  
13 whether any Class Member has submitted a challenge to any information contained in their Class  
14 Notices. The Administrator shall provide to counsel for both Parties any updated reports regarding the  
15 administration of the Settlement as needed or requested. No later than fourteen (14) calendar days after  
16 the final Response Deadline, the Administrator will provide the Parties with a complete and accurate  
17 list of all Participating Class Members, all Non-Participating Class Members and all Class Members  
18 who objected to the Settlement Agreement.

19 26. Administrator Declaration. No later than sixteen (16) court days prior to the Final  
20 Approval Hearing, the Administrator will provide the Parties with its declaration of due diligence  
21 setting forth its compliance with its obligations under this Agreement to be filed with the Court, and  
22 will supplement its declaration as needed or as requested by the Court.

23 27. Administrator Final Report. By no later than five (5) calendar days following the  
24 Effective Date, the Administrator shall provide counsel for both Parties with the aggregate number of  
25 Workweeks by Participating Class Members during the Class Period and aggregate number of Pay  
26 Periods worked by PAGA Members during the PAGA Period. Upon completion of administration of  
27 the Settlement, the Administrator shall provide a written declaration under oath to certify such  
28 completion to the Court and counsel for all Parties.



1 Defendant seven (7) business days prior to its filing with the Court. Plaintiff agrees not to file his  
2 motion and/or application without Defendant's review and input. The Administrator shall maintain on  
3 its website a section for this Settlement which includes a copy of the Motion for Preliminary Approval,  
4 along with any accompanying Exhibit, and the operative Complaint. It shall be updated after Judgment  
5 is entered with a copy of the final Judgment.

6 31. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

7 Defendant shall not object to Class Counsel's request of reasonable Class Counsel Fees Payment of  
8 up to \$46,984.12 (1/3 of the Gross Settlement Amount) and their reasonable Class Counsel Litigation  
9 Expenses Payments not expected to exceed \$12,500. Class Counsel's application for Class Counsel  
10 Fees Payment and Class Counsel Litigation Expenses Payment shall be included within the Motion  
11 for Order Granting Final Approval of Class Action Settlement, unless the Court instructs otherwise.

12 32. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting

13 Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final  
14 Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for  
15 approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement  
16 as required by law, including: (a) the interpretation and enforcement of the terms of the Settlement;  
17 (b) settlement administration matters; and (c) such post-Judgment matters as may be appropriate under  
18 court rules or as set forth in this Settlement.

19 33. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount and

20 the Employer Taxes, within fifteen (15) calendar days following the Effective Date of Settlement.  
21 Defendant shall transmit the Gross Settlement Amount to the Administrator together with the amount  
22 representing the Employer Taxes (to be communicated by the Administrator to Defendant at least (5)  
23 business days before transmittal of the Gross Settlement Amount). The Administrator shall deposit the  
24 Gross Settlement Amount into a Qualified Settlement Account, from which the Administrator will  
25 have the authority to distribute money in accordance with the terms of this Settlement Agreement.

26 34. No Effective Date. If there is no Effective Date: (a) the Settlement Agreement shall

27 have no force and effect and no Party shall be bound by any of its terms; (b) Defendant shall have no  
28 obligation to make any payments required under this Agreement; (c) the Parties shall evenly distribute

1 and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and  
2 (d) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto  
3 shall be protected as privileged settlement communications and shall be without prejudice to the rights  
4 of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to  
5 the date of execution of the Term Sheet. In such event, the Parties shall work cooperatively to request  
6 a conference with the Court in which to attempt to resolve any issues that the Court has raised  
7 regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate their  
8 intent to resume the Action.

9 35. Distribution and Timing of Payments. Within ten (10) calendar days following receipt  
10 of the Gross Settlement Amount and the Employer Taxes, the Administrator shall issue payments to:  
11 (a) Participating Class Members; (b) PAGA Members; (c) Plaintiff; (d) Class Counsel; and (e) LWDA.  
12 However, payments shall not be issued to Class Members whose Class Notices are returned as  
13 undeliverable and for whom no forwarding address can be located. Individual Settlement Payments  
14 for such Class Members shall be held by the Administrator unless claimed by the Class Member and  
15 shall be paid to the *cy pres* beneficiary as set forth below if unclaimed by the end of the one hundred  
16 eighty (180) calendar day period to cash settlement checks as set forth below. The Administrator shall  
17 also issue a payment to itself for the Court-approved amount for its services.

18 36. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one  
19 hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void.  
20 Sixty (60) calendar days following the mailing of the Individual Settlement Payment Checks, the  
21 Administrator shall mail a postcard to each Participating Class Member and PAGA Member whose  
22 check is uncashed to remind them of the void date. Any funds represented by Individual Settlement  
23 Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after  
24 issuance shall be delivered to the *cy pres* recipient Legal Aid at Work. Participating Class Members  
25 and PAGA Members who fail to cash their checks within the 180-day period shall remain bound by  
26 the Settlement as set forth herein. The Parties and their counsel represent and warrant that they have  
27 no financial interest in, or involvement with, the selected *cy pres* beneficiary Legal Aid at Work such  
28 that there would be a conflict of interest.

1           37.    Administration of Taxes by the Administrator. The Administrator shall be responsible  
2 for issuing to Plaintiff, Participating Class Members, PAGA Members and Class Counsel any W-2,  
3 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.  
4 The Administrator shall also be responsible for calculating and processing all payroll taxes and  
5 penalties for payment to the appropriate government authorities.

6                                   **TAX TREATMENT OF SETTLEMENT AMOUNTS**

7           38.    Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate  
8 the Individual Settlement Payment as follows: for Participating Class Members – thirty-five percent  
9 (35%) of the amount attributable to the class portion of the settlement to wages for which an IRS Form  
10 W-2 shall be issued and sixty-five percent (65%) to interest and penalties (35% to penalties and 30%  
11 to interest) for which IRS Form 1099 shall be issued. Employee-side payroll taxes and withholding  
12 shall be deducted from the wage portion of the payment pursuant to state and federal law. The entirety  
13 of the portion of the Individual Settlement Payments attributable to the PAGA portion of the settlement  
14 shall be allocated to penalties for which IRS Form 1099 shall be issued.

15           39.    Class Member and Plaintiff's Responsibility for Taxes. Participating Class Members  
16 and PAGA Members are responsible for paying appropriate taxes due on the Individual Settlement  
17 Payments they receive, and Plaintiff is responsible for paying the appropriate taxes due on the Class  
18 Representative Service Payment. All Individual Settlement Payments shall be deemed paid to such  
19 Class Members and PAGA Members solely in the year in which such payments are issued. Counsel  
20 does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its  
21 attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such  
22 advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under  
23 the federal Internal Revenue Code or any state tax code. The Class Notice will advise Class Members  
24 that they shall be solely responsible for the payment of any taxes and penalties assessed on their  
25 respective Individual Settlement Payments.

26           40.    Class Counsel shall be issued an IRS Form 1099 for any attorneys' fees and costs  
27 awarded by the Court.  
28

1 **RELEASE BY THE CLASS**

2 41. Release by Class Members and PAGA Members. As of the Effective Date, Plaintiff  
3 and all Participating Class Members (on behalf of each of them and each of their heirs, executors,  
4 administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the  
5 Released Parties from any and all Released Claims that accrued during the Class Period as set forth  
6 herein. As of the Effective Date, Plaintiff, the State of California, the LWDA and all PAGA Members  
7 (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably  
8 and unconditionally fully release and forever discharge the Released Parties from any and all Released  
9 PAGA Claims that accrued during the PAGA Period as set forth herein.

10 42. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
11 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
12 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
13 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
14 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
15 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL  
16 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR  
17 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
18 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
19 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
20 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
21 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
22 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
23 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
24 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
25 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
26 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
27 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
28 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER

1 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
3 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
4 AGREEMENT.

5 43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
6 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
7 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
8 of action or right herein released and discharged.

9 **ADDITIONAL TERMS**

10 44. Exhibit Incorporated by Reference. The terms of this Settlement include the terms set  
11 forth in any attached Exhibit, which is incorporated by this reference as though fully set forth herein.  
12 Any Exhibit to this Settlement is an integral part of the Settlement.

13 45. No Publicity. Plaintiff and Class Counsel agree not to publicize the settlement,  
14 including in communications with the press. Nothing in this Agreement shall prevent Plaintiff and  
15 Class Counsel from engaging in direct communications with Class Members about the settlement.  
16 Nothing in this Agreement shall prevent Class Counsel from identifying the Settlement on their  
17 website, so long as Class Counsel does not mention Defendant by name and instead refers to it only  
18 as an apartment management company. Class Counsel is permitted to discuss the Settlement, including  
19 Defendant's name, the case number, etc. in future Court declarations and in such communications as  
20 are reasonably necessary for purposes of meeting their responsibilities as class representatives and  
21 Class Counsel.

22 46. Entire Agreement. This Settlement and attached Exhibit constitute the entirety of the  
23 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed  
24 binding on the Parties. The Parties recognize Civil Code section 1625 and Code of Civil Procedure  
25 section 1856(a), which provide that a written agreement is to be construed according to its terms and  
26 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
27 oral or written representations or terms shall modify, vary or contradict the terms of this Settlement.

28 47. Amendment or Modification. No amendment, change, or modification to this

1 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

2 48. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent  
3 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to  
4 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement  
5 to effectuate its terms and to execute any other documents required to effectuate the terms of this  
6 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to  
7 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form  
8 or content of any document needed to implement the Settlement, or on any supplemental provisions  
9 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
10 assistance of the Court to resolve such disagreement.

11 49. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure  
12 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 50. California Law Governs. All terms of this Settlement and Exhibit hereto shall be  
14 governed by and interpreted according to the laws of the State of California.

15 51. Execution and Counterparts. This Settlement is subject only to the execution of all  
16 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All  
17 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
18 shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange  
19 among themselves original signed counterparts.

20 52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
21 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
22 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
23 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
24 represented by competent counsel and that they have had an opportunity to consult with their counsel  
25 regarding the fairness and reasonableness of this Settlement.

26 53. Acknowledgement of Future Legislation. Each Party recognizes that legislation could  
27 affect the outcome of the Action. The Parties, nevertheless, enter this settlement to avoid risk of loss  
28 and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

1           54.    Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,  
2 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent  
3 with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

4           55.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
5 certification for purposes of this Settlement only. However, Plaintiff or Class Counsel may appeal any  
6 reduction to the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payments below  
7 the amounts they request from the Court, and either party may appeal any court order that materially  
8 alters the Settlement terms.

9           56.    Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
10 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
11 entering into this Settlement, Defendant and the Released Parties do not admit, and specifically deny,  
12 that Defendant or any Released Parties violated any federal, state, or local law; violated any regulations  
13 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal  
14 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation  
15 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this  
16 Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
17 construed as an admission or concession by Defendant (or any Released Parties) of any such violations  
18 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms  
19 of this Settlement, this Settlement and its terms and provisions shall not be offered or received as  
20 evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
21 (or any Released Parties) or to establish the existence of any condition constituting a violation of, or a  
22 non-compliance with, federal, state, local or other applicable law.

23           57.    Waiver. No waiver of any condition or covenant contained in this Settlement or failure  
24 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a  
25 further waiver by such Party of the same or any other condition, covenant, right or remedy.

26           58.    Enforcement Actions. If one or more of the Parties institutes any legal action or other  
27 proceeding against any other Party to enforce the provisions of this Settlement or to declare rights  
28 and/or obligations under this Settlement, the successful Party shall be entitled to recover from the

1 unsuccessful Party reasonable attorneys' fees and costs, including reasonable expert witness fees  
2 incurred in connection with any enforcement actions.

3 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
4 conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against  
5 one party than another merely by virtue of the fact that it may have been prepared by counsel for one  
6 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,  
7 all Parties have contributed to the preparation of this Settlement.

8 60. Representation by Counsel. The Parties acknowledge that they have been represented  
9 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this  
10 Settlement has been executed with the consent and advice of counsel. Plaintiff and Class Counsel  
11 warrant and represent that there are no liens on the Settlement. Class Counsel also represents that there  
12 are no attorneys who have or could have any liens with respect to any aspect of this Settlement, or any  
13 funds received by Plaintiff.

14 61. All Terms Subject to Final Court Approval. All amounts and procedures described in  
15 this Settlement herein shall be subject to final Court approval.

16 62. Cooperation and Execution of the Documents. All Parties shall cooperate in good faith  
17 and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.

18 63. Binding Agreement. The Parties warrant that they understand and have full authority  
19 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and  
20 binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding  
21 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might  
22 apply under federal or state law.

23 64. Notices. Unless otherwise provided, all notices, demands or other communications  
24 given shall be in writing and shall be deemed to have been duly given by the third business day after  
25 mailing by United States registered or certified mail, return receipt requested, addressed as follows:

26 **To Plaintiff and the Class:**

27 Eric K. Yaeckel  
28 Ryan T. Kuhn  
Cody D. Archer

**SULLIVAN & YAECKEL LAW GROUP, APC**

2330 Third Avenue  
San Diego, California 92101  
Telephone: (619) 702-6760  
Facsimile: (619) 702-6761  
Emails: [yaeckel@sullivanlawgroupapc.com](mailto:yaeckel@sullivanlawgroupapc.com)  
[ryan@sullivanlawgroupapc.com](mailto:ryan@sullivanlawgroupapc.com)  
[cody@sullivanlawgroupapc.com](mailto:cody@sullivanlawgroupapc.com)

**To Defendant:**

David Dow  
Christine M. Fitzgerald  
Littler Mendelson, P.C.  
501 West Broadway, Suite 900  
San Diego, CA 92101  
Telephone: (619) 232-0441  
Facsimile: (619) 232-4302  
Emails: [DDow@littler.com](mailto:DDow@littler.com)  
[CFitzgerald@littler.com](mailto:CFitzgerald@littler.com)

**AGREED.**

**PLAINTIFF ROBERT CELLA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Cella

**DEFENDANT GRIFFIS GROUP  
RESIDENTIAL, LLC**

Dated: 8/5/2025

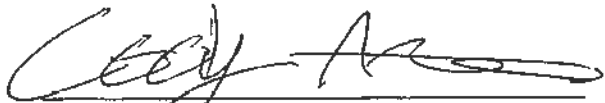
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NAME: CHRIS SOUTHER  
TITLE: CFO

**APPROVED AS TO FORM:**

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Dated: 8-7-25



Eric K. Yaeckel  
Ryan T. Kuhn  
Cody D. Archer  
**Sullivan & Yaeckel Law Group, APC**  
Attorneys for Plaintiff

Dated: August 5, 2025



David J. Dow  
Christine M. Fitzgerald  
**Little Mendelson, P.C.**  
Attorneys for Defendant

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[cody@sullivanlawgroupapc.com](mailto:cody@sullivanlawgroupapc.com)

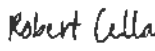
**To Defendant:**

David Dow  
Christine M. Fitzgerald  
**Littler Mendelson, P.C.**  
501 West Broadway, Suite 900  
San Diego, CA 92101  
Telephone: (619) 232-0441  
Facsimile: (619) 232-4302  
Emails: [DDow@littler.com](mailto:DDow@littler.com)  
[CFitzgerald@littler.com](mailto:CFitzgerald@littler.com)

**AGREED.**

**PLAINTIFF ROBERT CELLA**

Dated: 8/2/2025

Signed by  
  
D137AeF068874FC  
Robert Cella

**DEFENDANT GRIFFIS GROUP  
RESIDENTIAL, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**APPROVED AS TO FORM:**