

CLASS SETTLEMENT AGREEMENT

This class settlement agreement (“Agreement”) is made and entered into as of March 9, 2021, among (a) Plaintiffs VICTOR FERNANDEZ (“Fernandez”) and SEIFEDDIN ABURAS (“Aburas”), each of them on their behalf and on behalf of a class of persons (as further defined below), in the matter of Victor Fernandez et al. v. Villas Papillon, LLC, Alameda County Superior Court Case No. RG13683606 (the “Villas Papillon Lawsuit”) and Plaintiff AGUSTIN ANTONIO (“Antonio”), on his behalf and on behalf of a class of persons (as further defined below), in the matter of Agustin Antonio v. Crossroads Village, LLC, Alameda County Superior Court Case No. RG14709405 (the “Crossroads Village Lawsuit”); and (b) Defendant VILLAS PAPILLON, LLC (“Villas Papillon”), the named defendant in the Villas Papillon Lawsuit and Defendant CROSSROADS VILLAGE, LLC (“Crossroads Village”), the named defendant in the Crossroads Village Lawsuit. The Villas Papillon and Crossroads Village Lawsuits are collectively referred to herein as the “Class Action Lawsuits.”

RECITALS

- A. Fernandez and Aburas, residents of 4022 Papillon Terrace, Fremont, California 94538 (the “Villas Papillon Property”), initiated the Villas Papillon Lawsuit on June 14, 2013;
- B. Aburas, a resident of 39438 Stratton Common, Fremont, California 94538 (the “Crossroads Village Property”), initiated the Crossroads Village Lawsuit on January 9, 2014;
- C. In both of the Class Action Lawsuits, Fernandez, Aburas and Antonio alleged *inter alia*, that Defendants raised and collected rents at the Villas Papillon and Crossroads Village Properties in violation of the City of Fremont’s Residential Rent Increase Dispute Resolution Ordinance (“RRIDRO”). Fernandez, Aburas and Antonio also disputed the legality of release agreements (“Release Agreements”) entered into by individuals (“Releasers”) relative to claims made in the Villas Paillon and Crossroads Village Lawsuits. Notwithstanding the Releasers’ execution of the Release Agreements, Fernandez, Aburas and Antonio alleged that all of the Releasers were potential class members of the respective classes Fernandez, Aburas and Antonio purported to represent.
- D. Villas Papillon and Crossroads answered the operative complaints filed in the Villas Papillon and Crossroads Village Lawsuits, denying all allegations.
- E. The parties to the Class Action Lawsuits conducted depositions, propounded and responded to written discovery, thus conducting an extensive investigation into the facts and law underlying the claims in both of the Class Action Lawsuits.
- F. In or around January 2015, the Villas Papillon and Crossroads Village Lawsuits were deemed “related cases” in the Alameda County Superior Court (the “Court”).
- G. On January 16, 2015, the Court granted the motion for class certification that Fernandez and Aburas filed in the Villas Papillon Lawsuit. In issuing its ruling, the Court certified a class that was to include all tenants and former who lived in the Villas Papillon Property “at any time from June 14, 2009 through [January 16, 2015]” who received a notice of

rental increase that did not contain certain language set forth in the RRIDRO, including those tenants and former tenants who executed Release Agreements.

- H. On June 29, 2016, the Court granted Antonio's motion for class certification in the Crossroads Village Lawsuit. In issuing its ruling, the Court certified a class that was to include all tenants and former tenants who lived at the Crossroads Village Property "at any time from January 9, 2010, through [June 29, 2016]" who received a notice of rental increase that did not contain certain language set forth in the RRIDRO, including those tenants and former tenants who executed Release Agreements.
- I. Court trials were thereafter held in both of the Class Action Lawsuits.
- J. Judgment in the Villas Papillon Lawsuit was entered in favor of Fernandez and Aburas, and against Villas Papillon, on April 25, 2017, in the amount of \$603,554.03 dollars ("Villas Papillon Judgment").
- K. Judgment in the Crossroads Village Lawsuit was entered in favor of Antonio, and against Crossroads Village, on January 4, 2018, in the amount of \$723,344.00 dollars ("Crossroads Village Judgment").
- L. Defendants thereafter appealed the Villas Papillon and Crossroads Village Judgments.
- M. On May 29, 2019, the First District Court of Appeals ("Appellate Court") vacated the Villas Papillon Judgment and remanded the Villas Papillon Lawsuit back to the Court for the purpose of reconsidering the motion for class certification filed by Fernandez and Aburas. In view of the Appellate Court's ruling, any future class to be certified in the Villas Papillon Lawsuit will be limited to those tenants who lived in the Villas Papillon Property "at any time from June 14, 2009 through [January 16, 2015]" who, during that time frame, received a notice of rental increase that did not contain certain language set forth in the RRIDRO, and who did not execute a Release Agreement. There are fifteen (15) households remaining in this action. Specifically, thirteen households plus the Fernandez and Aburas households.
- N. On June 26, 2019, the Appellate Court affirmed the class certification order in the Crossroads Village Lawsuit but vacated the Court's damages award, concluding that the Releasers who executed Release Agreements waived or released any claims arising out of the Crossroads Village Lawsuit. Accordingly, the Appellate Court remanded the Crossroads Village Lawsuit back to the Court for the purpose of recalculating the total amount of damages to be paid. By virtue of the Appellate Court's decision, the only individuals to whom damages are owed in the Crossroads Village Lawsuit are those tenants who resided in the Crossroads Village Property "at any time from January 9, 2010, through [June 29, 2016], who, during that time frame, received a notice of rental increase that did not contain certain language set forth in the RRIDRO, and who did not execute a Release Agreement. Only thirty-eight (38) households, including Antonio's household, meet these parameters ("Crossroads Village Class").
- O. Fernandez, Aburas and Antonio, individually and on behalf of all members of the Villas Papillon and Crossroads Village Classes, desire to settle the Class Action Lawsuits and

all matters within the scope of the Release set forth herein. In making this decision, Fernandez and Aburas have taken into account the risks, delays and difficulties they will encounter in obtaining a class certification order relative to the Villas Papillon Class. Moreover, Fernandez, Aburas and Antonio have also take into account the likelihood of recovery in excess of that offered by this Settlement Agreement, the desirability of payment sooner rather than later, and the likelihood that continued litigation in both of the Class Action Lawsuits could be protracted and expensive.

- P. Based upon their investigation and consideration of the risks of continuing to prosecute the Class Action Lawsuits, the facts and law advocated by Villas Papillon and Crossroads Village, Fernandez, Aburas and Antonio, along with Class Counsel, believe that it is desirable and in the best interests of the Villas Papillon and Crossroads Village Classes to enter into this Agreement.
- Q. Although Villas Papillon and Crossroads Village deny any wrongdoing and any liability to Fernandez, Aburas, and Antonio, along with any member of either the Villas Papillon or Crossroads Village Classes, Villas Papillon and Crossroads Village believe that it is desirable and in their best interests to settle the Class Action Lawsuits and all matters within the scope of this Release in the manner and upon the terms and conditions provided for in this Agreement, in order to avoid the further expense, inconvenience, and distraction of the Class Action Lawsuits, and in order to put to rest the claims that have been asserted in the Class Action Lawsuits or are within the scope of the Release.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, Fernandez, Aburas and Antonio, individually and as representatives of the Villas Papillon and Crossroads Village Classes, and Villas Papillon and Crossroads Village, subject to approval by the Court, agree as follows.

I. DEFINITIONS

In addition to the terms defined above, the following terms are used in this Settlement Agreement:

- 1.01 “Agreement” or “Settlement Agreement” means this Class Settlement Agreement.
- 1.02 “Attorney Fee/Litigation Cost Award” means the award(s), if any, made to Class Counsel by the Court upon application pursuant to paragraph 2.12 below.
- 1.03 “Benefit Check” means the negotiable check in the amount of the Settlement Share to be sent to those Class Members who shall receive the Settlement Share.
- 1.04 “Class” means and includes all members of the Villas Papillon and Crossroads Village Classes.
- 1.05 “Class Counsel” means The Law Offices of Andrew Wolff, P.C.

1.06 “Class Member” means a member of the Class, as defined in Paragraph 1.04. When more than one person was or is a tenant under a lease or paid rent toward a dwelling in the same tenancy, each such person shall be a Class Member, but those persons collectively shall be entitled to only one Settlement Share for that tenancy.

1.07 “Class Notice” means the mailed and/or emailed notice of this Settlement that is contemplated by this Agreement.

1.08 “Class Representative Award” means the amount awarded, if any, to each Representative Plaintiff by the Court upon application pursuant to paragraph 2.13 below

1.09 “Court” means the Honorable Winifred Y. Smith of the Superior Court for the County of Alameda, or such other judge of the same court to whom the Class Action Lawsuits, or a proceeding in the either of the Class Action Lawsuits, may be assigned.

1.10 “Crossroads Village Class Period” means the period from January 9, 2010, through June 29, 2016.

1.11 “Defendants” means VILLAS PAPILLON and CROSSROADS VILLAGE.

1.12 “Counsel for the Defendants” means Pahl & McCay.

1.13 “Final Approval” means the Court has issued all necessary orders approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement and the Court enters a Final Approval Order for each respective action.

1.14 “Final Approval Date” means the date upon which Final Approval occurs.

1.15 “Final Approval Order” means a final order and judgment of the Court in each respective action approving the Settlement on terms substantially consistent with the terms and intent of this Settlement Agreement, and dismissing the Class Action Lawsuits.

1.16 “Party” refers to any Plaintiff or Defendant, and “Parties” means Plaintiffs and Defendants, collectively.

1.17 “Preliminary Approval” means the order or orders of the Court preliminarily approving the terms and conditions of this Agreement, as contemplated by this Agreement.

1.18 “Release” means the Release set forth in Article IV of this Agreement.

1.19 “Representative Plaintiffs” means Fernandez, Aburas, and Antonio, the named Plaintiffs in the Villas Papillon and Crossroads Village Lawsuits.

1.20 “Settlement” means the resolution of the matters within the scope of this Settlement Agreement and the Release set forth in this Agreement, and the completion of all conditions for Final Approval and all requirements set forth in the Final Approval Orders.

1.21 “Settlement Administration Costs” means any and all costs of administering the Settlement provided for in this Agreement to be paid exclusively by Class Counsel, including but not limited to the costs of mailing the Class Notice to the Class Members, verifying Class Members’ eligibility for and amounts of Settlement Shares and providing the Benefit Checks to eligible Class Members who do not become Successful Opt-Outs in the Villas Papillon Lawsuit, as defined below.

1.22 “Settlement Administrator” means Class Counsel for purposes of this Agreement.

1.23 “Settlement Amount” means \$250,000.00 dollars and includes all sums to be paid by Defendants under this Settlement Agreement, including all Settlement Shares to eligible Class Members who are not Successful Opt-Outs (as defined below) in the Villas Papillon Lawsuit; the Class Representative Awards, if any; the Attorney Fee/Litigation Cost Award, if any

1.24 “Settlement Share” means the amount to be paid from the Settlement Amount for a given tenancy to eligible Class Members who do not become Successful Opt-Outs (as defined below) in the Villas Papillon Lawsuit, in exchange for the Release, as described in Article IV below.

1.25 “Villas Papillon Class Period” means the period from June 14, 2009 through January 16, 2015.

1.26 Other terms are defined in the text of this Agreement, and shall have the meaning given to those terms in the text. It is the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval

2.01 Should the Settlement not become final or Final Approval not occur for any reason, the Settlement and any communications relevant to the Settlement will be treated as a settlement communication under Evid. Code §1152.

2.02 Class Counsel shall file a motion with the Court to enter an order for Preliminary Approval in the Crossroads Village and Villas Papillon Lawsuits, which order shall (a) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (b) set a date for a final approval hearing (“Final Court Approval Hearing”); (c) approve a Class Notice and approve the manner of its publication to the Class; (d) set deadlines consistent with this Agreement for publication of the Class Notice, the filing of objections, the filing of motions, and the filing of papers in connection with the Final Court Approval Hearing; and (e) appoint and approve Class Counsel as the Settlement Administrator. Defendants agree not to oppose the entry of the Preliminary Approval Order.

2.03 Settlement Administration Costs shall be paid exclusively by Class Counsel.

2.04 If necessary, Class Counsel shall obtain updates, if any, to the current addresses of Class Members using (a) information reasonably available from the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), (b) information reasonably available from a Lexis-Nexis persons search performed as to each Class Member, and (c) such additional efforts as Class Counsel reasonably believes are appropriate to identify updated addresses, if any, for each Class Member and/or as the Court may direct. Class Counsel shall promptly respond to any communication from any Class Member inquiring regarding his or her address or email information.

2.05 Class Counsel shall mail and/or email a Class Notice to each Class Member. Class Counsel shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administrative costs.

2.06 If any Class Notice sent under paragraph 2.0 is returned as undeliverable, Class Counsel shall re-mail the Class Notice immediately to the forwarding address, if any, provided by the Postal Service on the face of the returned mail, or the return email message. If the returned mail does not reflect a forwarding address Class Counsel shall make reasonable efforts to obtain additional address information for such Class Member. Upon receipt of any such additional information, Class Counsel shall re-mail the Class Notice to the Class Member at the address provided.

2.07 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement reached in the Villas Papillon Lawsuit, no later than 15 calendar days after the opt-out deadline provided in the Class Notice, Class Counsel shall file and serve a declaration identifying all individuals who qualify as an opt-out (“Successful Opt-Outs”) in the Villas Papillon Lawsuit.

2.08 In the event that the Court grants Class Members in the Villas Papillon Lawsuit the opportunity to opt-out of the Settlement, Defendants may terminate this Settlement for the Villas Papillon Lawsuit if more than 25 percent (25%) of the Class Members file written requests for exclusion from the Class by providing notice of termination to Class Counsel and to the Court in writing within (7) days after service of Class Counsel's declaration described in Paragraph 2.07 above.

B. Objections to Settlement

2.09 Any Class Member who wishes to object to the Settlement shall file and serve a written objection with Class Counsel within sixty (60) days of the Settlement Administrator mailing the Class Notice to the Class. The failure of any Class Member to file a written objection regarding any particular aspect of the Settlement will not waive a Class Member’s right to orally object regarding the Settlement at the Final Court Approval Hearing.

2.10 Any Class Member who wishes to file a motion in their respective class action must file his or her motion with the Court, and contemporaneously serve it upon Class Counsel and Counsel for the Defendants, within the time set by the Court. Unless the Court directs otherwise, the dates set forth in the Class Notice shall govern the rights of the Class Members.

C. Settlement Administration

2.11 As a savings control measure, settlement administration shall be conducted by Class Counsel.

D. Attorneys' Fees/Litigation Costs

2.12 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for an award of attorneys' fees and actual litigation costs incurred in the prosecution of both of the Class Action Lawsuits, not to exceed \$125,000.00 dollars. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award shall be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting. Defendants agree not to file a written opposition to any such application. Any Class Member may object to the attorneys' fee application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Attorney Fee/Litigation Cost Award.

(a) Class Counsel agree that any application made pursuant to this paragraph will not seek an amount, in the aggregate, in excess of \$125,000.00 dollars.

E. Class Representative Awards

2.13 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for a total award not to exceed \$12,000.00 dollars as follows: (a) Class Representative Awards in an aggregate amount not to exceed \$4,000.00 dollars to be paid to each Representative Plaintiff for his or her service as a class representative in the Class Action Lawsuits, with the following proposed amounts: Fernandez \$4,000.00 dollars Aburas \$4,000.00 dollars and Antonio \$4,000.00 dollars. Defendants agree not to file a written opposition to such applications. Any Class Representative Award shall be in addition to the Benefit Check (as defined below) to which the Representative Plaintiff is entitled as a Class Member. Any Class Member may object to the Class Representative Awards application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Class Representative Awards.

2.14 Representative Plaintiffs agree that their agreement to this Settlement is not conditioned upon the possibility of receiving a Class Representative Award in any amount, and acknowledges that they are bound by this Agreement and support this Settlement even in the absence of a Class Representative Award. Representative Plaintiffs and Class Counsel agree that the application for the Class Representative Award will be based upon the work performed by, and risks undertaken by, the Representative Plaintiffs in the prosecution of the Class Action Lawsuits.

F. Final Court Approval Hearing

2.15 At the time appointed by the Court, Representative Plaintiffs and Class Counsel shall move the Court to enter a Final Approval Order which order shall (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; (c) find that all requirements of any statute, rule, and state and federal

Constitutions necessary to effectuate this Settlement have been met and satisfied; (d) allow the Court to make a determination regarding Class Counsel attorneys' fees and Class Representative Awards, if any; and (d) otherwise enter final judgment in the Class Action Lawsuits. Defendants agree not to oppose the entry of the Final Approval Order.

III. SETTLEMENT BENEFITS

3.01 Except as otherwise provided in this Agreement, each Class Member who does not become a Successful Opt-Out in the Villas Papillon Lawsuit shall be entitled to receive a Benefit Check. The Benefit Check shall be in the amount of Two Thousand Dollars (\$2,000) as the amount of unlawful rent increases suffered by the Class Member during the Villas Papillon and Crossroads Village Class Periods. For each Class Member to receive such Benefit Check, they shall prepare and file with Class Counsel (who will then forward on to Defendants), a declaration certifying that they were residents during the class period, that they are member of the Class referenced above, that they certify their current address and acknowledge the Benefit Check will be paid as a settlement of the Class. Unless such declaration is received by Counsel for the Defendants, no Benefit Check shall be prepared or tendered. If Class Members do not negotiate their Benefit Check within ninety (90) days of their date of issue or any unclaimed funds remain for any other reason, then any remainder of the Settlement Amount including excess and/or unclaimed funds will be disbursed pursuant to Code of Civil Procedure section 384 and not revert to Defendants. The parties agree that, subject to Court approval, the Legal Access Program of the Alameda County Bar Association and the Housing Industry Foundation shall be the recipients of any *cy pres* distribution in this action pursuant to Code of Civil Procedure section 384. Any monies distributed to the Legal Access Program shall be utilized solely to fund legal services for tenants in Alameda County. Each such entity shall receive 1/2 of any such distribution.

3.02 All eligible Class Members who do not become a Successful Opt-Out in the Villas Papillon Lawsuit and all Class Members who prepare and serve the necessary declaration in Section 3.01 above shall receive a Benefit Check in the amount calculated in Paragraph 3.01, subject to the other terms and conditions of this Agreement.

3.03 Notwithstanding paragraphs 3.01 through 3.02 above and any other provisions of this Settlement Agreement, no Benefit Check shall be provided to any Class Member (a) whose Class Notice is returned by the Postal Service as undeliverable without a forwarding address on the face of the returned mail; (b) as to whom Class Counsel does not identify, and (c) who does not otherwise make themselves known to Class Counsel prior to the Final Court Approval Hearing, or (d) who fails to prepare the declaration set forth in paragraph 3.01 above.

3.04 No later than five (5) business days after the Final Court Approval Hearing, Defendants shall pay the Settlement Amount, Class Representative Awards and Attorney's Fees/Litigation Costs in both actions noted above to Class Counsel. Class Counsel shall deposit the balance in its client trust account and shall use and disburse such funds for settlement purposes only in accordance with the terms of this Agreement. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award be kept in Class Counsel's trust account until the

completion of the distribution process to Class Members and Court approval of a final accounting.

3.05 Subject to the terms and conditions of the Agreement, the Settlement Administrator shall mail or otherwise provide a Benefit Check in the amount noted above pursuant to paragraph 3.01 to each eligible Class Member. The Benefit Check shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by Class Counsel prior to the Final Court Approval hearing. If a Class Member loses a Benefit Check, Class Counsel shall, upon presentation of appropriate proof, issue a replacement Benefit Check to the Class Member and may in its discretion, stop payment on the earlier Benefit Check. All Benefit Checks issued pursuant to this paragraph shall be void if not negotiated within ninety (90) calendar days of their date of issue, and shall contain a legend to that effect. Benefit Checks issued pursuant to this paragraph that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued. In entering into this Settlement Agreement, Representative Plaintiffs and Class Counsel agree, on behalf of all Class Members and the Class, that those Class Members who do not negotiate Benefit Checks within ninety (90) calendar days of their date of issue shall completely and irrevocably waive and release any rights or entitlement to receive the Settlement Share from the Settlement, to the maximum extent permitted by law and shall be bound by the Final Court Approval Hearing Orders and Judgment.

3.06 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel may transfer 90% of the Attorney Fee/Litigation Cost Award to be determined by the Court from Class Counsel's client trust account to its business checking account.

3.07 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel shall pay the Class Representative Awards ordered by the Court, if any, by check made payable to each Plaintiff receiving an award.

3.08 Class Counsel's obligations with respect to the distribution of Benefit Checks, the Attorney Fee/Litigation Cost Award, if any, and the Class Representative Awards, if any, shall be performed reasonably and in good faith.

IV. RELEASE

4.01 Upon final approval by the Court, and except as to such rights or claims as may be created by this Agreement, the Representative Plaintiffs and Class hereby irrevocably and unconditionally release and forever discharge Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the Parties, from any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or

contingent, arising from any and all claims related to or arising from either of the operative complaints in the Class Action Lawsuits.

4.02 The release set forth in Paragraph 4.01 above covers all remedies that could be claimed for the causes of action described in the Complaint, including but not limited to, statutory, constitutional, contractual and common law claims for, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. The release will cover all statutory violations that were or could have been claimed in the Complaint.

4.03 Upon final approval by the Court, Representative Plaintiffs and every Class Member shall be deemed to have acknowledged and agreed that their claims for damages in the Class Action Lawsuits are disputed, and that the Representative Plaintiffs and every Class Member's individual Settlement Share constitutes payment of all sums allegedly due him or her from Defendants related to or arising from the claims asserted in the Class Action Lawsuits.

V. REPRESENTATIONS AND WARRANTIES

5.01 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Representative Plaintiffs and Class Counsel represent and warrant to Defendants that Representative Plaintiffs and Class Counsel shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

5.02 Representative Plaintiffs, Class Counsel and Defendants represent and warrant that he, she, it or they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party, entity, or other person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Party, entity, or other person(s). Each Party represents and warrants that he, she, it or they intend to be bound fully by the terms of this Agreement.

5.03 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Defendants represent and acknowledge to Representative Plaintiffs that they will not oppose the Settlement, Preliminary Approval and/or Final Approval.

5.04 Each Party and its counsel acknowledges and agrees that each other Party and Released Person is relying upon the representations and warranties in this Agreement in entering into the Agreement. If any person is alleged to have breached any of the representations or warranties in this paragraph V, the Court shall retain jurisdiction to hear and determine any action or proceeding by a Party against such person for breach and/or any Party's request for a remedy for such breach, including without limitation rescissionary, equitable and injunctive relief.

VI. TERMINATION

6.01 This Agreement shall be terminable in the event that (1) the Court fails to enter either of the approval orders contemplated in this Agreement, or if the Court fails to approve the

Settlement substantially as written and agreed to by the Parties, including but not limited to a failure to approve the Preliminary Approval Orders or the Final Court Approval Hearing Orders. The Agreement also shall be terminable upon the mutual agreement of all Representative Plaintiffs and all Defendants.

VII. MISCELLANEOUS PROVISIONS

7.01 This Agreement reflects, among other things, the compromise and settlement of disputed claims and defenses among the Parties hereto, and nothing in this Agreement or any action taken to effectuate this Agreement is intended to be, or may be used as, an admission or concession of liability of any Party or third party, of the validity of any claim.

7.02 This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, this Agreement shall be treated as a confidential and inadmissible settlement communication pursuant to Evid. Code §1152, and shall be without further force or effect. In that event, the status of the Class Action lawsuits shall revert to the state they were in on July 21, 2020, and the agreements contained in this Agreement shall not be admissible, cited or relied upon as an admission as to any matter in the case; the Parties shall have all rights, claims and defenses that they had or were asserting as of July 21, 2020; and all deadlines shall be deemed to have been tolled as of July 21, 2020.

7.03 The Parties agree that all negotiations, communications and statements leading to this Agreement were pursuant to confidential settlement negotiations and were for settlement purposes only, and shall not be offered or be admissible in evidence by or against any other Party or cited or referenced by Class Counsel or Defendants in any other action or proceeding against Defendants or Plaintiffs.

7.04 This Agreement is intended to and shall be governed as a contract executed under the laws of the State of California.

7.05 The terms and conditions set forth in this Agreement constitute the integrated, complete and exclusive agreement between the Parties hereto, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial or other proceeding to interpret or enforce this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for the Defendants and Class Counsel.

7.06 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

7.07 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement, or a waiver by any other Party.

7.08 In the event that any term or provision of this Agreement is determined by the Court to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or

unenforceability shall not affect the remaining terms or provisions of this Agreement, and said remaining terms and provisions shall remain in full force and effect.

7.09 All Parties waive their right to file any type of appeal in this action.

7.10 This Agreement shall become effective upon its signature by Representative Plaintiffs, Class Counsel and Defendants, except for those provisions that require approval from the Court to be effective. Scanned and fax signatures shall be effective as original signatures to bind a signatory. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

7.11 No representations or advice regarding the tax consequences of this Agreement have been made by any Party. The Parties further understand and agree that each Party, shall be responsible for his, her, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.


7.12 The parties jointly request, further agree, acknowledge, and stipulate that the Court in this action shall retain jurisdiction, over this action, over the parties to determine any motion brought pursuant to Code of Civil Procedure Section 664.6, and over the parties personally until full and final performance of all terms of this Agreement. This Agreement and any order issued by the Court pursuant to this Agreement shall be enforceable pursuant to Civ. Proc. Code §664.6. Although the Court may enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement.

7.13 Defendants and Representative Plaintiffs acknowledge that they have been represented and advised by legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent of and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

VIII. SIGNATURES

Date:

VICTOR FERNANDEZ, Plaintiff, Villas Papillon Lawsuit



Date: 3/10/21

SEIFEDDIN ABURAS, Plaintiff, Villas Papillon Lawsuit



Date: 3/10/21

AGUSTIN ANTONIO, Plaintiff, Crossroads Village Lawsuit

Date: _____

unenforceability shall not affect the remaining terms or provisions of this Agreement, and said remaining terms and provisions shall remain in full force and effect.

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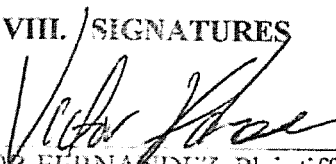
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7.13 Defendants and Representative Plaintiffs acknowledge that they have been represented and advised by legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent of and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

VIII. SIGNATURES

Date: 3/10/21



VICTOR FERNANDEZ, Plaintiff, Villas Papillon Lawsuit

Date:

SEIFEDDIN ABURAS, Plaintiff, Villas Papillon Lawsuit

Date:

AGUSTIN ANTONIO, Plaintiff, Crossroads Village Lawsuit

Date:

3/12/2021



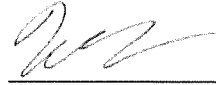
Authorized Agent for Defendant VILLAS PAPILLON, LLC,
Villas Papillon Lawsuit

Date:

Authorized Agent for Defendant CROSSROADS VILLAGE,
LLC, Crossroads Village Lawsuit

APPROVED AS TO FORM:

Date: 3/11/21



Tony Ruch, Attorney for Plaintiffs

Date:

3/15/21




Stephen D. Pahl, Attorney for Defendants

Authorized Agent for Defendant VILLAS PAPILLON, LLC,
Villas Papillon Lawsuit

Date:

3/17/2021


Authorized Agent for Defendant CROSSROADS VILLAGE,
LLC, Crossroads Village Lawsuit

APPROVED AS TO FORM:

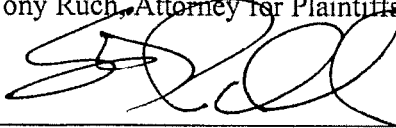
Date: 3/11/21



Tony Ruch, Attorney for Plaintiffs

Date:

3/15/21



Stephen D. Pahl, Attorney for Defendants