

SETTLEMENT AGREEMENT AND GENERAL RELEASES

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASES (this “Settlement Agreement”) is entered into this 30th day of April, 2025, by and between Mark Baker, an individual (“Baker”), on the one hand, and CBRE, Inc. (“CBRE”), a Delaware corporation, on the other hand. Baker and CBRE are sometimes collectively referred to herein as the “Parties” and each sometimes individually referred to as a “Party”.

Recitals

A. WHEREAS, on or about May 6, 2024, Baker filed a complaint (the “Complaint”) lawsuit captioned *Mark Baker v. Coldwell Banker Real Estate, LLC and Petrovich Development Company, LLC*, with the Yolo County Superior Court, Case No. CV2024-1150 (the “Action”).

B. WHEREAS, Baker claims in the Complaint that, *inter alia*, an “LVT spy camera” at the property commonly referred to as the Woodland Gateway Shopping Center (the “Shopping Center”), created a discriminatory barrier under the Americans With Disabilities Act and the California Unruh Civil Rights Act, and Baker also contends that CBRE has failed to respond to his request for accommodation to address his various claimed discriminatory violations (collectively, the “Claims”).

C. WHEREAS, CBRE expressly denies any liability or wrongdoing of any kind to Baker relating to the Shopping Center or the Claims, and further denies and disputes each and every allegation alleged against CBRE in the Complaint and in the Action.

D. The Parties now desire to resolve the Action, and any all claims, debts, or other obligations that may be owed by the Parties arising out of the facts or issues in the Complaint, the Action, or the Claims, and any and all claims that have been, or could have been asserted by Baker against CBRE, in accordance with the terms and conditions of this Settlement Agreement.

Settlement

NOW, THEREFORE, in consideration of the Recitals stated above, which all Parties agree are accurate and complete, and the promises, covenants, terms, and conditions contained in this Settlement Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby made a part of this Settlement Agreement.

2. Payment of Settlement Amount. CBRE shall cause to be paid to Baker the sum of six thousand dollars and 00/100 cents [\$6,000] (the “Settlement Payment”). The Settlement Payment shall be made payable to Mark Baker by check and mailed to 1520 E. Covell Blvd. Suite B5-467, Davis, CA 95616 within fifteen (15) business days of execution of this Settlement Agreement by all Parties and subject to receipt by CBRE of an IRS Form W-9 from Baker

3. Dismissal of the Action with Prejudice. Within ten (10) business days following Baker’s receipt of the Settlement Payment as set forth in Section 2, above, Baker shall file a

Request for Dismissal (Judicial Council Form CIV-110) of CBRE from the Action, Complaint and all causes of action with prejudice.

4. Attorneys' Fees and Costs Incurred in the Dispute and Action. Each Party agrees to bear their own attorneys' fees and costs that have been incurred as a result of the Claims and the Action.

5. Mutual General Releases. Except for the obligations of the Parties under this Settlement Agreement, upon execution of this Settlement Agreement, the Parties, on behalf of themselves and any person or entity claiming by or through them, including the Parties' agents, successors, owners, officers, directors, employees, shareholders, parents, subsidiaries, affiliates, attorneys, independent contractors, and all other persons or entities associated with or affiliated with the Parties, hereby release and forever discharge the other Party and each of the other Party's agents, successors, employees, partners, limited partners, subsidiaries, affiliates, attorneys, independent contractors, lenders, and all other persons or entities associated with or affiliated with the other Party, of and from any and all liability, claims, accounts, actions, causes of action, demands, rights, damages, costs, attorneys' fees, loss of service, expenses, compensation and/or income whatsoever which the Parties (or any of them) now has, or which may hereinafter accrue to the Parties (or any of them), arising out of or in any way connected to the Claims, the Complaint, the Action, or the facts and circumstances set forth in the operative pleadings in the Action (the "Released Claims").

(i) With respect to the releases set forth in Section 5, the Parties acknowledge and agree that they have been informed, and have read and understood California Civil Code section 1542 and that each is familiar with and hereby expressly waive any and all rights such party may have under the provisions of Section 1542 of the California Civil Code which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(ii) Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and completed release and discharge on the terms set forth above, the Parties expressly acknowledge that this Settlement Agreement is intended to and does include in its effect, without limitation, all claims of the Parties respecting the Claims, the Complaint, the Action, or the facts and circumstances set forth in the operative pleadings in the Action, including those which the Parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Settlement Agreement contemplates and effects extinguishment of all of such claims.

6. No Admissions. Nothing in this Settlement Agreement shall constitute or be construed as an admission on behalf of any of the Parties as to the validity of any of the Claims, the causes of action in the Complaint, or any of the defenses or allegations asserted in the Action.

7. No Prior Assignments. Each of the Parties hereby represents and warrants to the others that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any of the claims, causes of action, or obligations that the Parties have released pursuant to Sections 5-5(ii) of this Settlement Agreement.

8. Unknown Facts. It is understood by the Parties that, except for the matters expressly represented herein, they may hereafter discover claims presently unknown or unsuspected, and the facts with respect to which this Settlement Agreement is entered into may turn out to be other than or different from the facts now known by the Parties or believed by the Parties to be true, and the Parties expressly assume the risks of the facts turning out to be different, and agree that this Settlement Agreement shall be in all respects effective and not subject to termination by reason of any such different facts.

9. Venue; Governing Law. The Parties acknowledge that for the purpose of enforcing the terms of this Settlement Agreement and all disputes that may arise hereunder, the exclusive jurisdiction to resolve such disputes, controversies, claims, or defenses relating to this Settlement Agreement shall be in in the Superior Court, County of Yolo. This Settlement Agreement shall be governed by and construed and enforced under the laws of the State of California, without regard to principles of conflicts of laws.

10. Advice of Counsel. Each of the Parties represents and warrants that it has had an opportunity to consult with separate legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement; that they have carefully and thoroughly reviewed this Settlement Agreement in its entirety with that counsel or that a Party has chosen not to review the Settlement Agreement with counsel and has therefore carefully and fully reviewed this Settlement in its entirety on the Party's own; and that all Parties understands the terms used herein. Each party has had the opportunity to investigate this matter, determine the advisability of entering into this Settlement Agreement and has entered into this Settlement Agreement freely and voluntarily. Each of the Parties acknowledges that in executing this Settlement Agreement they rely solely on their own judgment, belief and knowledge and on such advice as they may have received from their own counsel and that they have not been influenced by any representation or statements made by the other party or its counsel. No provision in this Settlement Agreement is to be interpreted for or against any of the Parties because that Party or its counsel drafted such provision.

11. Entire Agreement. This Settlement Agreement and any referenced documents and exhibits hereto, if any, embody the entire understanding and agreement of the Parties concerning the resolution of all disputes, claims or potential claims between them that arose during their business relationship up to the execution of this Settlement Agreement and as such, it fully supersedes any other oral or written understandings, agreements, representations and warranties between them relating thereto.

12. Binding Agreement. The terms and conditions contained in this Settlement Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, survivors and personal representatives of each of the Parties.

13. Further Assurances. The Parties, and each of them, agree to execute such other documents and take such other action as may be reasonably requested by the other Party to accomplish the purpose of this Settlement Agreement.

14. Severable Agreement. In the event that any condition, covenant or other provision of this Settlement Agreement is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Settlement Agreement and shall in no way affect any other condition, covenant or other provision of this Settlement Agreement. If such condition, covenant or other provision is held to be invalid due to its scope or breadth, it is agreed that it shall be deemed to remain valid to the extent permitted by law.

15. Amendments and Waivers. This Settlement Agreement can only be amended or modified by a written agreement duly executed by all of the Parties. No breach of any provision of this Settlement Agreement shall be deemed waived unless it is waived in writing. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Settlement Agreement.

16. Corporate Authority. For each corporate party, such Party represents and warrants to the other Party that it has taken all corporate action necessary to authorize the execution and delivery of this Settlement Agreement. The individuals executing this Settlement Agreement, and each of them, represent and warrant that each has received the express authority and consent of the Party on whose behalf this Settlement Agreement is executed to execute this Settlement Agreement on its behalf.

17. Tax Consequences of Settlement. Baker acknowledges and agrees that CBRE have made no representation or warranty, express or implied, regarding the tax consequences of this Settlement Agreement.

18. Attorneys' Fees. In the event any Party commences any action or proceeding to enforce this Settlement Agreement or obtain damages for the breach of this Settlement Agreement, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith, regardless of whether an action is filed.

19. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different signatories hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, for the same effect as if all signatories hereto had signed the same signature page. Any signature page of this Settlement Agreement may be detached from any counterpart of this Settlement Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Settlement Agreement identical in form hereto but having attached to it one or more additional signature pages. This Settlement Agreement may be executed by facsimile signature or electronic signature (including in "pdf" format) which shall have the same force and effect as an original signature, and each Party to this Settlement Agreement agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other Party. This Settlement Agreement shall be binding and enforceable against the Parties when signed and delivered by all of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed as of the date first above written, and that this Settlement Agreement consists of five (5) pages, including the signature pages.

Date: April 30, 2025

Mark Baker., an individual

By: Mark Baker

Date: April 30, 2025

CBRE, Inc., a Delaware corporation

David Brennan
By: David Brennan
Its: Senior Managing Director