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and all others similarly situated,

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PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and TRUGREEN, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARK DOUGLAS, JR. and RICHARD
FALCON as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

TRUGREEN LIMITED PARTNERSHIP, a
Delaware limited partnerhsip; TRUGREEN
COMPANIES L.L.C., a Delaware limited
liability company; TRUGREEN, INC., a
Delaware corporation; and DOES 1 through
10, inclusive,

Defendant.

CASE NO.: 24CV003985

[Assigned for all purposes to Honorable
Lauri A. Damrellin in Dept. 22]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 1, 2024

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Mark Douglas, Jr. (“Plaintiff Douglas”) and Richard Falcon (“Plaintiff
3 Falcon”) (collectively, “Plaintiffs”) and defendant TruGreen Limited Partnership, TruGreen
4 Companies, LLC, and TruGreen, Inc. (collectively, “Defendants”). The Agreement refers to
5 Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against
8 Defendants, captioned *Mark Douglas, Jr. v. TruGreen Limited Partnership et al.*, Case No.
9 24CV003985, initiated on March 1, 2024, and pending in Superior Court of the State of
10 California, County of Sacramento (the “Douglas Action”) and *Richard Falcon v. TruGreen*
11 *Limited Partnership, et al.*, Case No. 24STCV09751, initiated on April 17, 2024, and pending in
12 Superior Court of the State of California, County of Los Angeles (the “Falcon Action”, and
13 together with Douglas Action, the “Action”).

14 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to
15 appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
17 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
18 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
19 Preliminary Approval of the Settlement.

20 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
21 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
22 Period.

23 1.5. “Class” means all current and former non-exempt employees who worked for Defendants
24 in the State of California during the Class Period.

25 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.; and Raul Perez and Orlando Villalba of Capstone Law APC.

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1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
2 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action.

4 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
5 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
6 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
7 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

8 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
10 Class Member who qualifies as an Aggrieved Employee).

11 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
12 current Class Member mailing addresses using all reasonably available sources, methods and
13 means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
16 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
17 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
18 A and incorporated by reference into this Agreement.

19 1.12. “Class Period” means the period from September 1, 2022 until December 31, 2024.

20 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the
21 Action seeking Court approval to serve as Class Representatives.

22 1.14. “Class Representatives Service Payment” means the payment to the Class
23 Representatives for initiating the Action and providing services in support of the Action.

24 1.15. “Court” means the Superior Court of California, County of Sacramento.

25 1.16. “Defendants” mean named defendants TruGreen Limited Partnership, TruGreen
26 Companies, LLC, and TruGreen, Inc.

27 1.17. “Defense Counsel” means John Mavros and Rassa L. Ahmadi of Fisher & Phillips LLP.

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1 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. "Gross Settlement Amount" means \$395,000.00 (Three Hundred Ninety-Five Thousand
14 Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement,
15 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
16 Wage Portions of the Individual Class Payments. The Gross Settlement Amount includes the
17 following: (i) individual settlement payments to the Class Representatives and settlement Class
18 Members; (ii) Class Counsel's attorneys' fees; (iii) Class Counsel's litigation costs and expenses;
19 (iv) enhancement payment to the Class Representatives (v) PAGA penalties in an amount to be
20 determined by the parties; and (vi) settlement administration costs.

21 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
22 Net Settlement Amount calculated according to the number of Workweeks worked during the
23 Class Period.

24 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
25 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
26 Period.

27 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

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1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
4 under Labor Code section 2699, subd. (i).

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
13 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
14 (as applicable), and termination dates (as applicable).

15 1.31. “PAGA Period” means the period from March 16, 2023 through the end of the Class
16 Period.

17 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

18 1.33. “PAGA Notice” means both Plaintiff Douglas’ March 14, 2024 letter and Plaintiff
19 Falcon’s April 17, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor
20 Code section 2699.3 subd. (a).

21 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
22 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$4,937.50) and the 75%
23 to the LWDA (\$14,812.50) in settlement of PAGA claims.

24 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
25 timely Request for Exclusion from the Settlement.

26 1.36. “Plaintiffs” means Mark Douglas, Jr. and Richard Falcon the named plaintiffs in the
27 Action.

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1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: TruGreen Limited Partnership, TruGreen Companies LLC, and TruGreen, Inc., the named Defendants in the Action and each of their subsidiaries, affiliates, shareholders, current and former employees, members, agents, predecessors, successors and assigns.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On March 1, 2024, Plaintiff Douglas filed his Class Action Complaint against Defendants in Sacramento County Superior Court, Case Number 24CV003985, for: (1) failure to pay

overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) non-compliant wage statement and failure to maintain payroll records; (6) waiting time penalties; (7) failure to timely pay wages during employment; (8) unreimbursed business expenses; (9) unlawful business practices; and (10) unfair business practices (the “Douglas Action”).

2.2. On May 20, 2024, Plaintiff Douglas filed a First Amended Class Action Complaint & Enforcement Action adding a cause of action for civil penalties under PAGA.

2.3. On April 17, 2024, Plaintiff Falcon filed his Class Action Complaint against Defendants in Los Angeles County Superior Court, Case Number 24STCV09751, for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3, and (10) unfair competition (the “Falcon Action”).

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) Plaintiffs’ employment files; (b) Defendants’ policy documents and handbooks; and (c) a sample of class member timekeeping and payroll records from September 1, 2022 to October 3, 2024.

2.6. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.7. On October 17, 2024, the Parties participated in an all-day mediation presided over by Daniel J. Turner, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. As part of the Settlement, the Parties further agree to stipulate to Plaintiff Douglas filing a Second Amended Complaint in the Douglas Action, adding Plaintiff Falcon as a Class Representative. Upon the acceptance of the Second Amended Complaint in the Douglas Action, Plaintiff Falcon shall file a request for dismissal of the Falcon Action without prejudice. Plaintiff Falcon shall also file a request for dismissal of the individual defendant, Deanna Brush, with

prejudice. Defendants agree that they will not remove the Falcon Action to Federal Court if the Settlement is not approved, however Defendants reserve their rights to remove the Falcon Action to Federal Court in the event Plaintiff Falcon elects to withdraw from the Settlement and is not added as a class representative in the Douglas Action. The Second Amended Complaint in the Douglas Action will be the Operative Complaint in the Action.

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$395,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representatives Service Payment to Plaintiffs of up to \$10,000.00 each, for a total amount of \$20,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,

1 Plaintiffs will seek Court approval for any Class Representatives Service Payments prior
2 to the Final Approval Hearing. If the Court approves Class Representatives Service
3 Payment less than the amount requested, the Administrator will retain the remainder in
4 the Net Settlement Amount. The Administrator will pay the Class Representatives
5 Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and
6 liability for employee taxes owed on the Class Representatives Service Payment.

7 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to 35% of the Gross
8 Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
9 Agreement, is currently estimated to be \$138,250.00 and a Class Counsel Litigation
10 Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests
11 for these payments provided they do not exceed these amounts. Plaintiffs and/or Class
12 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
13 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
14 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
15 than the amounts requested, the Administrator will allocate the remainder to the Net
16 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
17 other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee
18 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
19 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
20 or more IRS 1099 Forms. Class Counsel will assume full responsibility and liability for
21 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
22 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from
23 any dispute or controversy regarding any division or sharing of any of these Payments.
24 There will be no additional charge of any kind to the Settlement Class Members or
25 request for additional consideration from Defendants for such work unless Defendants
26 materially breach this Agreement, including any term regarding funding, and further
27 efforts are necessary from Class Counsel to remedy said breach, including, without
28 limitation, moving the Court to enforce the Agreement. Should the Court approve

attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$8,450.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$19,750.00 to be paid from the Gross Settlement Amount, with 75% (\$14,812.50)

1 allocated to the LWDA PAGA Payment and 25% (\$4,937.50) allocated to the Individual
2 PAGA Payments.

3 3.2.5.1. The Administrator will calculate each Individual PAGA
4 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
5 of PAGA Penalties \$4,937.50 by the total number of PAGA Period Pay Periods
6 worked by all Aggrieved Employees during the PAGA Period and (b)
7 multiplying the result by each Aggrieved Employee's PAGA Period Pay
8 Periods. Aggrieved Employees assume full responsibility and liability for any
9 taxes owed on their Individual PAGA Payment.

10 3.2.5.2. If the Court approves PAGA Penalties of less than the
11 amount requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. The Administrator will report the Individual PAGA
13 Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS**

15 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
16 to date, Defendants estimate that during the Class Period, there were 373 Class Members who
17 collectively worked a total of 8,810 Workweeks, and 270 Aggrieved Employees who worked a
18 total of 6,39934 PAGA Pay Periods.

19 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
20 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
21 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
23 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
24 employees who need access to the Class Data to effect and perform under this Agreement.
25 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
26 Class Data omitted class member identifying information and to provide corrected or updated
27 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
28 Defendants must send the Class Data to the Administrator, the Parties and their counsel will

1 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
2 to missing or omitted Class Data.

3 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
4 Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
5 transmitting the funds to the Administrator no later than 7 days after the Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Class Representatives Service Payment. Disbursement of the Class Counsel Fees Payment,
11 the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payment
12 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
13 Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less
17 than 180 days after the date of mailing) when the check will be voided. The
18 Administrator will cancel all checks not cashed by the void date. The Administrator
19 will send checks for Individual Settlement Payments to all Participating Class Members
20 (including those for whom Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including
22 Non-Participating Class Members who qualify as Aggrieved Employees (including
23 those for whom Class Notice was returned undelivered). The Administrator may send
24 Participating Class Members a single check combining the Individual Class Payment
25 and the Individual PAGA Payment. Before mailing any checks, the Settlement
26 Administrator must update the recipients' mailing addresses using the National Change
27 of Address Database.

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1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail
4 checks to the USPS forwarding address provided or to an address ascertained through
5 the Class Member Address Search. The Administrator need not take further steps to
6 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
7 The Administrator shall promptly send a replacement check to any Class Member whose
8 original check was lost or misplaced, requested by the Class Member prior to the void
9 date.

10 4.4.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
12 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
13 at Work.

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendants to confer any additional benefits or make any additional
16 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
17 specified in this Agreement.

18 **5. RELEASE OF CLAIMS**

19 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
20 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
21 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
22 Class Members, and Class Counsel will release claims against all Released Parties as follows:

23 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
25 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
26 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
27 contained, in the Action and Operative Complaint and (b) all PAGA claims that were, or
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1 reasonably could have been, alleged based on facts contained in the Action and Operative
2 Complaint and Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not
3 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
4 unemployment benefits, disability benefits, social security benefits, workers' compensation
5 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs
6 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts
7 or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs'
8 Release shall be and remain effective in all respects, notwithstanding such different or additional
9 facts or Plaintiffs' discovery of them.

10 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
12 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
13 which reads:

14 A general release does not extend to claims that the creditor or releasing party does not
15 know or suspect to exist in his or her favor at the time of executing the release, and that
16 if known by him or her would have materially affected his or her settlement with the
17 debtor or Released Party.

18 5.2. Release by Participating Class Members: For the duration of the Class Period, all
19 Participating Class Members, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
21 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
22 facts stated in the Action and Operative Complaint including: (1) failure to pay overtime; (2)
23 failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to authorize and
24 permit rest periods; (5) non-compliant wage statement and failure to maintain payroll records; (6)
25 waiting time penalties; (7) failure to timely pay wages during employment; (8) unreimbursed
26 business expenses; ; (9) violations of Labor Code Section 227.3; and (10) all claims asserted
27 through California Business & Professions Code section 17200, *et seq.* arising out of the Labor
28 Code violations referenced in the Operative Complaint.

1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination, violation of
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
6 Employees are deemed to release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Action, Operative Complaint and the PAGA Notice.

10 **6. MOTION FOR PRELIMINARY APPROVAL**

11 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
12 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
13 Approvals.

14 6.1. Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full
15 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
16 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or
17 potential conflicts of interest with the Administrator and *Cy Pres* Recipient. If no such facts exist,
18 Defendants and Defense Counsel need not prepare the declaration.

19 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
20 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
21 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
22 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
23 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
24 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
25 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
26 to its willingness to serve; competency; operative procedures for protecting the security of Class
27 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
28 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;

1 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
2 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
3 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
4 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
5 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
6 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
7 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
8 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
9 Members and the Administrator.

10 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
13 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
14 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
15 Administrator.

16 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
19 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
23 Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
26 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
27 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
28

Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay

Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed). In the alternative, Participating Class Members may appear in court (or hire an attorney to appear in court) to present verbal objections at the Final Approval Hearing.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives Service Payment, the Final Approval and the Judgment. The Administrator will also maintain

1 and monitor an email address and a toll-free telephone number to receive Class Member
2 calls and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
5 Not later than 5 days after the expiration of the deadline for submitting Requests for
6 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
7 containing (a) the names and other identifying information of Class Members who have
8 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
9 other identifying information of Class Members who have submitted invalid Requests
10 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
11 (whether valid or invalid).

12 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
13 reports to Class Counsel and Defense Counsel that, among other things, tally the number
14 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
15 Exclusion (whether valid or invalid) received, objections received, challenges to
16 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
17 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
18 Weekly Reports must include the Administrator’s assessment of the validity of Requests
19 for Exclusion and attach copies of all Requests for Exclusion and objections received.

20 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
21 address and make final decisions consistent with the terms of this Agreement on all
22 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
23 Administrator’s decision shall be final and not appealable or otherwise susceptible to
24 challenge.

25 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
26 file the Motion for Final Approval of the Settlement, the Administrator will provide to
27 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
28 to its due diligence and compliance with all of its obligations under this Agreement,

including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1. Increase in Workweeks. Defendants represent that Class Members worked approximately 8,313 workweeks as of the date of the mediation. In the event the qualifying workweeks worked by Class Members during the Class Period increases over 8,313 by more than 10%, Defendants shall have the option to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of workweeks plus 10% are covered by the Class Period.

Based on its records, Defendants estimate that, (1) there are 373 Class Members and 8,810 Total Workweeks during the Class Period and (2) there are 270 Aggrieved Employees who worked 6,394 Pay Periods during the PAGA Period. This information shall be confirmed by the administrator after court approval.

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9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiffs for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective

counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
3 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
4 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
5 for class certification on any grounds available and to contest Defendants' defenses. The
6 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
7 and will not be admissible in connection with, any litigation (except for proceedings to enforce
8 or effectuate the Settlement and this Agreement).

9 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
11 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
12 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
13 or indirectly, specifically or generally, to any person, corporation, association, government
14 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
15 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
16 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
17 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
18 government agency. Each Party agrees to immediately notify each other Party of any judicial or
19 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
20 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
21 conversation or other communication, before the filing of the Motion for Preliminary Approval,
22 any with third party regarding this Agreement or the matters giving rise to this Agreement except
23 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
24 restrict Class Counsel's communications with Class Members in accordance with Class
25 Counsel's ethical obligations owed to Class Members.

26 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's

1 ability to communicate with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members.

3 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed or agreed to by all

1 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
2 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
3 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
4 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
5 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
6 the use of signatures previously provided by the Parties.

7 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
8 the benefit of, the successors of each of the Parties.

9 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
13 this Agreement. This Agreement will not be construed against any Party on the basis that the
14 Party was the drafter or participated in the drafting.

15 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
16 during the Action and in this Agreement relating to the confidentiality of information shall
17 survive the execution of this Agreement.

18 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
19 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
20 in connection with the mediation, other settlement negotiations, or in connection with the
21 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
22 be used in any way that violates any existing contractual agreement, statute, or rule of court.

23 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

1 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall
3 be accepted as an original. All executed counterparts and each of them will be deemed to be one
4 and the same instrument if counsel for the Parties will exchange between themselves signed
5 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
6 and contents of this Agreement.

7 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
10 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
13 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
14 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
15 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
16 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
17 Agreement.

18 **[SIGNATURE PAGE FOLLOWS]**

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IT IS SO AGREED:

Plaintiffs, Mark Douglas, Jr.

For Defendant, TruGreen Limited Partnership

Plaintiffs, Richard Falcon

For Defendant, TruGreen Companies, LLC

For Defendant, TruGreen, Inc.

AGREED AS TO FORM ONLY:

Raul Perez
Orlando Villalba
Counsel for Plaintiff Douglas

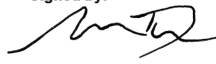
John A. Mavros
Rassa L. Ahmadi
Counsel for Defendants

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Falcon

IT IS SO AGREED:

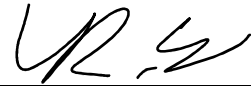
12/11/2025

Signed by:


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Plaintiffs, Mark Douglas, Jr.

For Defendant, TruGreen Limited Partnership



Plaintiffs, Richard Falcon

For Defendant, TruGreen Companies, LLC

For Defendant, TruGreen, Inc.

AGREED AS TO FORM ONLY:

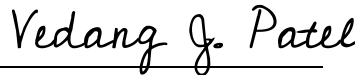
12/11/2025



Raul Perez
Orlando Villalba
Counsel for Plaintiff Douglas

John A. Mavros
Rassa L. Ahmadi
Counsel for Defendants

12/11/2025



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Falcon

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IT IS SO AGREED:

Plaintiffs, Mark Douglas, Jr.

For Defendant, TruGreen Limited Partnership

Plaintiffs, Richard Falcon

For Defendant, TruGreen Companies, LLC

For Defendant, TruGreen, Inc.

AGREED AS TO FORM ONLY:

Raul Perez
Orlando Villalba
Counsel for Plaintiff Douglas

John A. Mavros
Rassa L. Ahmadi
Counsel for Defendants

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Falcon