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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RICARDO P. FLORES, RIGOBERTO
MEDINA, MAURICIO HECTOR RIVERA,
APOLINAR TELLO, and BRENDA
TORRESS on behalf of themselves and all
others aggrieved,

Plaintiffs,

v.

PARKWOOD LANDSCAPE
MAINTENANCE, INC., a California
corporation and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 20STCV12795

[Assigned to the Hon. Stuart Rice in Dept.
1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: April 1, 2020
Trial Date: None Set

1 This Class and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiffs Ricardo Flores, Rigoberto Medina, Mauricio Hector Rivera, Apolinar Tello, and
3 Brenda Torres (“Plaintiffs”) and Defendant Parkwood Landscape Maintenance, Inc.
4 (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or
5 individually as “Party.”
6

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiffs’ lawsuits against Defendant alleging certain wage and hour
9 violations and seeking civil penalties under California’s Private Attorneys General Act
10 (“PAGA”) against Defendant, captioned *Ricardo P. Flores, et al. v. Parkwood Landscape*
11 *Maintenance, Inc.*, Case Nos. 20STCV12795, initiated on April 1, 2020, and Case No.
12 20STCV21284, initiated on June 5, 2020 and both pending in Superior Court of the State of
13 California, County of Los Angeles.

14 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Plaintiffs 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. “Class Members” consists of all persons currently or formerly employed by Defendant,
21 either directly or through any subsidiary, staffing agency, or professional employer organization,
22 as non-exempt, hourly-paid employees during the Class Period within the State of California.

23 1.5. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

25 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

28 1.7. “Class Data” means Class Member identifying information in Defendant’s custody,

possession, or control, including each Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.8. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as a PAGA Member).

1.9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.11. "Class Period" means the period from April 1, 2016 through December 12, 2023.

1.12. "Class Representatives" means the five (5) named Plaintiffs in the operative complaint in the Action, Ricardo P. Flores, Hector Mauricio Rivera, Rigoberto Medina, Brenda Torres and Apolinar Tello, seeking Court approval to serve as a Class Representatives.

1.13. "Class Representatives Incentive Award" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.14. "Court" means the Superior Court of California, County of Los Angeles.

1.15. "Defendant" means named Defendant Parkwood Landscape Maintenance, Inc.

1.16. "Defense Counsel" means Howard M. Knee and Caroline Donelan of Blank Rome LLP.

1.17. "Effective Date" means the later of: (a) the date the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the date the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from

the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.21. “Gross Settlement Amount” means \$2,500,000.00 (Two Million Five Hundred Thousand Dollars and Zero Cents) which is the total gross amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below, not including any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives’ Incentive Award, and Administrator’s Expenses.

1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. “Judgment” means the judgment entered by the Court based upon Final Approval.

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

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

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Incentive Award, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.29. “PAGA Pay Period” means any Pay Period during which an PAGA Member worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.30. “PAGA Period” means the period from April 1, 2019 to December 12, 2023.

1.31. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*).

1.32. “PAGA Members” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.33. “PAGA Notice” means Plaintiffs’ April 1, 2020 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Ricardo Flores, Rigoberto Medina, Mauricio Hector Rivera, Apolinar Tello, and Brenda Torres, the named Plaintiffs in the Action.

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: Defendant, and each of its former, present and future affiliates, owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, administrators, fiduciaries, consultants, partners, shareholders, joint venturers, trustees, agents, predecessors, successors, assigns, auditors, accountants, insurers, reinsurers, and/or legal representatives.

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 PAGA Members 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 Defendant, 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 April 1, 2020, Plaintiffs commenced this Action by filing a class action complaint against Defendant alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay due wages at termination; (6) wage statement violations; (7) violations of Labor Code § 226(c); (8) violations of Labor Code § 1198.5; (9) violations of Labor Code § 2802; (10) violations of Labor Code § 404; (11) violation of Business and Professions Code § 17200, *et seq.* (“Action”).

2.2. On May 4, 2022, Plaintiffs filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under PAGA.

2.3. On October 11, 2022, Plaintiffs filed a Second Amended Complaint adding additional class and PAGA representatives Hector Mauricio Rivera, Rigoberto Medina, Apolinar Tello, and Brenda Torres. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

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

2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll records for 20% of estimated 389 Class Members through mediation; (b) wage and hour policy documents; and (c) all documents pertaining to Plaintiffs available to Defendant.

2.6. *thl* On August 21, 2021, the Parties participated in an all-day mediation presided over by Eve Wagner, Esquire. The mediation was unsuccessful, and the Parties attended a second all-day mediation on December 12, 2023 with Mark Rudy, Esquire. The second mediation was successful, and in the months that followed, the Parties agreed to execute a long-form settlement to embody the agreements arrived at in the second mediation.

2.7. The Court has not granted class certification.

2.8. 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, Defendant promise to pay \$2,500,000.00 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. Defendant has 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 PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to

Defendant.

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 Incentive Award to Plaintiff Ricardo Flores in the amount of \$10,000.00 and an Incentive Award to the remaining Plaintiffs in the amount of \$7,500.00 each, to a total amount of \$40,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request for a Class Representatives Incentive Award that does not exceed these amounts. As part of their motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives Incentive Awards prior to the Final Approval Hearing. If the Court approves a Class Representatives Incentive Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives Incentive Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for any employee taxes owed on the Class Representatives Incentive Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$875,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$75,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel

1 or any other Plaintiffs' Counsel arising from any claim to any portion any Class
2 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
3 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
4 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
5 and liability for any taxes owed on the Class Counsel Fees Payment and the Class
6 Counsel Litigation Expenses Payment and holds the Released Parties harmless, and
7 agrees to indemnify the Released Parties, from any dispute or controversy regarding
8 any division or sharing of any of these Payments. There will be no additional charge of
9 any kind to either the Participating Class Members or request for additional
10 consideration from Released Parties for such work unless, Defendant materially
11 breaches this Agreement, including any term regarding funding, and further efforts are
12 necessary from Class Counsel to remedy said breach, including, without limitation,
13 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
14 and/or litigation costs and expenses in amounts that are less than the amounts provided
15 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
17 \$12,550.00 except for a showing of good cause and as approved by the Court. To the
18 extent the Administration Expenses are less or the Court approves payment less than
19 \$12,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
21 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
22 by all Participating Class Members during the Class Period and (b) multiplying the
23 result by each Participating Class Member's Workweeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
25 Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
27 withholding and will be reported on an IRS W-2 Form. 80% of each
28 Participating Class Member's Individual Class Payment will be allocated to

1 settlement of claims for interest and penalties (the “Non-Wage Portion”). The
2 Non-Wage Portions are not subject to wage withholdings and will be reported
3 on IRS 1099 Forms. Participating Class Members assume full responsibility
4 and liability for any employee taxes owed on their Individual Class Payment.

5 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
6 Class Payments. Non-Participating Class Members will not receive any
7 Individual Class Payments. The Administrator will retain amounts equal to
8 their Individual Class Payments in the Net Settlement Amount for distribution
9 to Participating Class Members on a pro rata basis.

10 3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of
11 \$100,000.00 are to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)
12 allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the
13 Individual PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
15 dividing the amount of the PAGA Members’ 25% share of PAGA Penalties
16 \$25,000.00 by the total number of PAGA Pay Periods worked by all PAGA
17 Members during the PAGA Period and (b) multiplying the result by each PAGA
18 Member’s PAGA Pay Periods. PAGA Members assume full responsibility and
19 liability for any taxes owed on their Individual PAGA Payment.

20 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
21 the Administrator will allocate the remainder to the Net Settlement Amount.
22 The Administrator will report the Individual PAGA Payments on IRS 1099
23 Forms.

24 **4. SETTLEMENT FUNDING AND PAYMENTS**

25 4.1. Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to
26 as of December 12, 2023, Defendant estimates there are 1,284 Class Members who collectively
27 worked a total of 99,000 Workweeks, and 1,026 PAGA Members who worked a total of 36,000
28 PAGA Pay Periods.

1 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
2 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
3 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
6 employees who need access to the Class Data to effect and perform under this Agreement.
7 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
8 Data omitted class member identifying information and to provide corrected or updated Class
9 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
10 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
11 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
12 omitted Class Data.

13 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
14 Amount, and also fund the amounts necessary to fully pay Defendant' share of payroll taxes by
15 transmitting the funds to the Administrator no later than 14 days after the Effective Date, or by
16 June 12, 2025, whichever is later.

17 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant fund the
18 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
19 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
20 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
21 the Class Representatives Incentive Award. Disbursement of the Class Counsel Fees Payment,
22 the Class Counsel Litigation Expenses Payment and the Class Representatives Incentive Award
23 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
24 Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First Class U.S.
27 Mail, postage prepaid. The face of each check shall prominently state the date (not less
28 than 180 days after the date of mailing) when the check will be voided. The

1 Administrator will cancel all checks not cashed by the void date. The Administrator
2 will send checks for Individual Settlement Payments to all Participating Class Members
3 (including those for whom Class Notice was returned undelivered). The Administrator
4 will send checks for Individual PAGA Payments to all PAGA Members including Non-
5 Participating Class Members who qualify as PAGA Members (including those for
6 whom Class Notice was returned undelivered). The Administrator may send
7 Participating Class Members a single check combining the Individual Class Payment
8 and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients' mailing addresses using the National Change
10 of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-mail
14 checks to the USPS forwarding address provided or to an address ascertained through
15 the Class Member Address Search. The Administrator need not take further steps to
16 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
17 The Administrator shall promptly send a replacement check to any Class Member whose
18 original check was lost or misplaced, requested by the Class Member prior to the void
19 date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
22 shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
24 residue" subject to the requirements of California Code of Civil Procedure section 384,
25 subd. (b).

26 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate Defendant to confer any additional benefits or make any additional
28 payments to Class Members (such as 401(k) contributions or bonuses) beyond those

specified in this Agreement.

5. RELEASE OF CLAIMS

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

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

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

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.

5.1.2. The above release, including the 1542 wavier, expressly excludes Plaintiff Flores'

claims under the Fair Employment and Housing Act, the California Family Rights Act, discrimination, retaliation, harassment, wrongful termination in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, and related claims.

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged in the Operative Complaint filed in the Action, or that could have been brought by Plaintiffs against Defendant in the Action based on the factual allegations made by Plaintiffs in the Operative Complaint.

5.3. Except as set forth in Section 5 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from only the claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs' PAGA Notice to the LWDA and/or the Operative Complaint, or that could have been alleged by Plaintiffs based on the factual allegations asserted in the PAGA Notice and/or the Operative Complaint. There shall be no right to opt-out of the PAGA Release by PAGA Members.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or

potential conflicts of interest with the Administrator, should any such conflicts exist.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; and (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)).

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

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and

1 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
2 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
5 Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION**

7 **7.1. Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc. to serve
8 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
9 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
10 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
11 represent that they have no interest or relationship, financial or otherwise, with the Administrator
12 other than a professional relationship arising out of prior experiences administering settlements.

13 **7.2. Employer Identification Number.** The Administrator shall have and use its own Employer
14 Identification Number for purposes of calculating payroll tax withholdings and providing reports
15 state and federal tax authorities.

16 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets
17 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
18 468B-1.

19 **7.4. Notice to Class Members**

20 7.4.1. No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the
22 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
23 Data.

24 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
25 days after receiving the Class Data, the Administrator will send to all Class Members
26 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
27 the Class Notice with Spanish translation, substantially in the form attached to this
28 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, Defendant 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, which 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

1 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
2 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
3 from a Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for
6 Exclusion must be timely postmarked by the Response Deadline.

7 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably
10 ascertain the identity of the person as a Class Member and the Class Member's desire
11 to be excluded. The Administrator's determination shall be final and not appealable or
12 otherwise susceptible to challenge. If the Administrator has reason to question the
13 authenticity of a Request for Exclusion, the Administrator may demand additional proof
14 of the Class Member's identity. The Administrator's determination of authenticity shall
15 be final and not appealable or otherwise susceptible to challenge.

16 7.5.3. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
18 to all benefits and bound by all terms and conditions of the Settlement, including the
19 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
20 regardless whether the Participating Class Member actually receives the Class Notice or
21 objects to the Settlement.

22 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or
24 have the right to object to the class action components of the Settlement. Because future
25 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
26 Participating Class Members who are PAGA Members are deemed to release the claims
27 identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA
28 Payment.

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the absence
7 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
8 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
9 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
10 Periods shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
13 the challenges.

14 7.7. Objections to Settlement

15 7.7.1. Only Participating Class Members may object to the class action components of
16 the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representatives Incentive Award.

19 7.7.2. Participating Class Members may send written objections to the Administrator, by
20 mail. In the alternative, Participating Class Members may appear in Court (or hire an
21 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
22 A Participating Class Member who elects to send a written objection to the
23 Administrator must do so not later than 45 days after the Administrator's mailing of the
24 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
25 mailed).

26 7.7.3. Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 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 Incentive Award, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

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

1 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all
3 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
4 Administrator's decision shall be final and not appealable or otherwise susceptible to
5 challenge.

6 7.8.5. Administrator's Declaration. Before the date by which Plaintiffs is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement, including,
10 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
11 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
12 Requests for Exclusion from Settlement it received (both valid or invalid), the number
13 of written objections and attach the Exclusion List. The Administrator will supplement
14 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
15 responsible for filing the Administrator's declaration(s) in Court.

16 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 Based on its records, Defendant estimates that, as of the date of this Settlement
26 Agreement, (1) there are 1,284 Class Members and 99,000 Total Workweeks during the Class
27 Period and (2) there are 1,026 PAGA Members who worked 36,000 Pay Periods during the
28 PAGA Period.

8.1 Increase in Workweeks. Defendant represents that there are no more than 99,000 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 5%, or 4,950 Workweeks worked, then the GFV shall be increased proportionally by the Workweeks worked in excess of 103,950 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the GFV by 99,000. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$25.25 per Workweek (\$2,500,000 / 99,000 Workweeks). Thus, for example, should there be 108,950 Workweeks in the Class Period, then the GFV shall be increased by \$126,250 (108,950 Workweeks – 103,950 Workweeks) x \$25.25 / Workweek.)

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 endeavor to 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 Incentive Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiffs for

1 alleged wrongful termination, shall not constitute a material modification to the Agreement
2 within the meaning of this paragraph.

3 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
5 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
6 and (iii) addressing such post-Judgment matters as are permitted by law.

7 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
9 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
10 respective counsel, and all Participating Class Members who did not object to the Settlement as
11 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
13 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
14 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of release to be granted
21 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
24 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
25 the Court's award of the Class Representatives Incentive Award or any payments to Class
26 Counsel shall not constitute a material modification of the Judgment within the meaning of this
27 paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **10. AMENDED JUDGMENT**

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

4 **11. ADDITIONAL PROVISIONS**

5 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
8 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
9 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
10 Defendant' defenses in the Action have merit. The Parties agree that class certification and
11 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
12 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right to
13 contest certification of any class for any reasons, and Defendant reserve all available defenses to
14 the claims in the Action, and Plaintiffs reserves the right to move for class certification on any
15 grounds available and to contest Defendant' defenses. The Settlement, this Agreement and
16 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
17 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
18 and this Agreement).

19 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
21 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
22 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
23 or indirectly, specifically or generally, to any person, corporation, association, government
24 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
25 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
26 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
27 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
28 government agency. Each Party agrees to immediately notify each other Party of any judicial or

1 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
2 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
3 conversation or other communication, before the filing of the Motion for Preliminary Approval,
4 any with third party regarding this Agreement or the matters giving rise to this Agreement except
5 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
6 restrict Class Counsel’s communications with Class Members in accordance with Class
7 Counsel’s ethical obligations owed to Class Members.

8 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
11 ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
21 terms of this Agreement including any amendments to this Agreement.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting

20 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive
22 the execution of this Agreement

23 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
24 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
25 in connection with the mediation, other settlement negotiations, or in connection with the
26 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
27 be used in any way that violates any existing contractual agreement, statute, or rule of court.

28 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is

1 inserted for convenience of reference only and does not constitute a part of this Agreement.

2 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
3 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
4 weekend or federal legal holiday, such date or deadline shall be on the first business day
5 thereafter.

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

12 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
14 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
15 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
16 process.

17 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
18 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
19 illegality, or unenforceability shall in no way effect any other provision if Defendant’ Counsel
20 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
21 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
22 Agreement.

23 **IT IS SO AGREED:**

24
25 
Ricardo (Oct 15, 2024 16:23 MDT)

26 Plaintiff, Ricardo P. Flores

27 For Defendant, Parkwood Landscape, Inc.

Rigoberto Medina

Rigoberto Medina (Nov 11, 2024 12:41 PST)

Plaintiff, Rigoberto Medina

Hector Zelaya

Hector Zelaya (Oct 15, 2024 19:25 PDT)

Plaintiff, Mauricio Hector Rivera

Apolinar Tello

Apolinar Tello (Oct 27, 2024 09:39 PDT)

Plaintiff, Apolinar Tello

Brenda Torres

Brenda Torres (Oct 15, 2024 17:46 PDT)

Plaintiff, Brenda Torres

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiffs

Howard M. Knee

Caroline Donelan

Counsel for Defendant

inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

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

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

IT IS SO AGREED:

Plaintiff, Ricardo P. Flores

David Melito
For Defendant, Parkwood Landscape, Inc.

DocuSigned by:
David Melito
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Plaintiff, Rigoberto Medina

Plaintiff, Mauricio Hector Rivera

Plaintiff, Apolinar Tello

Plaintiff, Brenda Torres

AGREED AS TO FORM ONLY:

David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiffs



Howard M. Knee

Caroline Donelan

Counsel for Defendant