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Attorneys for Plaintiff, the Putative Class, and the PAGA Aggrieved Employees

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DIEGO CARDENAS QUINTERO,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

MISSION LANDSCAPE COMPANIES,
INC., a California Corporation,

DEFENDANT.

CASE NO. CIVDS 2014754

[Assigned for all purposes to the
Honorable David Cohn, Dept. S-26]

JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT

Complaint Filed: July 2, 2020
Trial Date: None Set

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7 MISSION LANDSCAPE COMPANIES, INC.
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THE PARTIES STIPULATE AND AGREE as follows:

2. On August 4, 2020, the Court stayed the matter in its entirety.

4. For purposes of this Settlement, the “Class Period” is March 18, 2019 through February 19, 2021.

6. For purposes of this Settlement, “Covered Workweeks” means the number of workweeks a Class Member was employed by Defendant during the Class Period.

7. For purposes of the Settlement, “Defendant’s Counsel” means JACKSON LEWIS, P.C.

8. Solely for purposes of settling this case, the Parties and their respective counsel stipulate

1 and agree that the requisites for establishing class certification with respect to the Class Members have
2 been met and are met. More specifically, the Parties stipulate and agree that:

3 a. The Class is ascertainable and so numerous as to make it impracticable to join all
4 Class Members.

5 b. There are common questions of law and fact including, but not limited to, the
6 following:

7 i. Whether or not Defendant provided accurate itemized statements to the
8 Class; and

9 ii. Whether or not Plaintiff and the Class are entitled to civil penalties pursuant
10 to PAGA.

11 c. Plaintiff's claims are typical of the claims of the Class Members.

12 d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the
13 Class.

14 e. The prosecution of separate actions by individual members of the Class would
15 create the risk of inconsistent or varying adjudications, which would establish incompatible standards of
16 conduct.

17 f. With respect to the Class, questions of law and fact common to the members of the
18 Class predominate over any questions affecting any individual member in such Class, and that a class
19 action is superior to other available means for the fair and efficient adjudication of the controversy.

20 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
21 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
22 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims,
23 Defendant contends, among other things, that Plaintiff and the Class Members have been provided with
24 accurate itemized wage statements. Defendant contends, among other things, that they have complied at
25 all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare
26 Commission.

27 10. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
28 all disputes and claims arising from or related to the Complaint.

11. Class Counsel has conducted a thorough investigation into the facts of this class action case, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class.

12. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

13. **This Settlement provides for a non-reversionary process requiring Defendant to issue payments to Class Members according to a specified formula based on Covered Workweeks. The maximum total payment under the Settlement, including all attorneys' fees and costs, the service payment to the named Plaintiff, the costs of claims administration, and any other payments provided by this Settlement, is \$375,000 ("Gross Settlement Amount").**

14. It is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount.

TERMS OF SETTLEMENT

15. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among the Class and Defendant that this case and any claims, damages, or causes of action arising out of the disputes which are the subject of this case, be settled and compromised as between the Class and Defendant, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

b. Effective Date: The terms of settlement embodied in this Settlement shall become effective ("Effective Date") when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given

1 preliminary approval to the Settlement; (iii) the notice has been given to the Class, providing them with
2 an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the
3 Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a
4 final order and judgment certifying the Class and approving this Settlement; and (v) the later of the
5 following events: sixty-five (65) days following notice of entry of the Court's final order and judgment
6 approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement
7 has been filed within sixty-five (65) days following notice of entry of the Court's final order and judgment
8 approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the
9 Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.
10 In this regard, it is the intention of the Parties that the Settlement shall not become effective until the
11 Court's order approving the Settlement and judgment are completely final, and there is no further recourse
12 by an appellant or objector who seeks to contest the Settlement.

13 c. Net Settlement Amount: The Net Settlement Amount shall be calculated by
14 deducting from the Gross Settlement Amount (\$375,000) the following sums, subject to approval by the
15 Court: (1) attorneys' fees in the amount of \$125,000 (33 1/3% of the Gross Settlement Amount); (2)
16 reasonable litigation costs (not to exceed \$15,000); (3) a service payment for Plaintiff and Class
17 Representative Diego Cardenas Quintero (not to exceed \$7,000); (4) costs of claims administration
18 (estimated not to exceed \$13,000); and (5) the LWDA Payment for PAGA civil penalties (\$24,187.50) to
19 be paid to the LWDA. Settlement payments to the Class Members will be calculated by the Claims
20 Administrator and paid out of the Net Settlement Amount as set forth below. Any difference between
21 these sums and the sums awarded by the court will be added to the Net Settlement Amount.

22 d. No Payroll Or Withholding Taxes: Because all payments to the Settlement Class
23 under the Settlement constitute statutory penalties, civil penalties and interest and not wages, there will be
24 no deductions for payroll taxes, including employer FICA, FUTA and SDI contributions, from the
25 Settlement Payments.

26 e. Settlement Payments: Settlement Payments will be paid out of the Net Settlement
27 Amount. Each Class Member will be paid a pro-rata share of the Net Settlement Amount, as calculated
28 by the Claims Administrator ("Settlement Payment"). The pro-rata individual Settlement Payment will

1 be determined by comparing the individual Class Member's Covered Workweeks employed during the
2 Class Period in California to the total Covered Workweeks of the Class during the Class Period. Class
3 Members will be paid Settlement Payments based on the shares as calculated by the Claims Administrator.
4 Settlement Payments in the appropriate amounts will be distributed by the Claims Administrator by mail
5 to the Class Members.

6 f. Allocation Of Settlement Payments: The Parties have agreed that all Settlement
7 Payments will be allocated as follows: 100% to penalties (226(e) and PAGA). IRS Forms 1099 will be
8 issued to each Class Member reflecting the payments for statutory penalties, civil penalties and interest.
9 Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To
10 the extent required by law, an IRS Form 1099 will be issued to each Class Member with respect to such
11 payments.

12 g. PAGA Payment: Parties have agreed that the amount of \$32,250 from the Gross
13 Settlement Amount is allocated toward civil penalties recoverable under PAGA ("PAGA Portion"), with
14 75% (or \$24,187.5) to be paid to the Labor and Workforce Development Agency ("LWDA Payment")
15 and 25% (or \$8,062.5) to be a part of the Net Settlement Amount for distribution to the Settlement Class
16 Members on a *pro rata* basis.

17 h. Settlement Payments Do Not Trigger Additional Benefits: All Settlement
18 Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the
19 year in which such payments actually are received by the Class Member. It is expressly understood and
20 agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional
21 compensation or benefits under any company bonus, contest or other compensation or benefit plan or
22 agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to
23 any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the
24 intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by
25 Defendant to the Class Members, and that the Class Members are not entitled to any new or additional
26 compensation or benefits as a result of having received the Settlement Payments (notwithstanding any
27 contrary language or agreement in any benefit or compensation plan document that might have been in
28 effect during the period covered by this Settlement).

1 i. Attorneys' Fees and Costs: Subject to approval by the Court, Defendant will not
2 object to Class Counsel's application for attorneys' fees not to exceed 33 1/3% of the Gross Settlement
3 Amount (\$125,000) and litigation costs not to exceed \$15,000. Should the Court approve Attorney's Fees
4 and Costs in an amount less than that set forth above, the difference between the lesser amount(s) approved
5 by the Court and the Attorney's Fees and Costs set forth above shall be added to the Net Settlement
6 Amount.

7 j. Service Payments for Class Representative: Subject to Court approval, and in
8 exchange for a general release, Defendant will not object to Class Counsel's application for a Service
9 Payment of up to \$7,000 for Plaintiff Diego Cardenas Quintero for his service as the Class Representative.
10 It is understood that this Service Payment is in addition to the Settlement Payment to which the Class
11 Representative is entitled to along with the other Class Members. Defendant or the Claims Administrator
12 will issue an IRS Form 1099 for the Service Payment to the Class Representative. The Class
13 Representative will be individually responsible for correctly characterizing this compensation on their
14 personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should
15 the Court approve Service Payments to the Class Representative in an amount less than that set forth
16 above, the difference between the lesser amount(s) approved by the Court and the Service Payment
17 amount(s) set forth above shall be added to the Net Settlement Amount.

18 k. Claims Administrator: The third-party Claims Administrator will be CPT Group,
19 Inc., subject to the approval of the Court. Claims administration costs are estimated not to exceed \$13,000.
20 The costs of the Claims Administrator for work done shall be paid regardless of the outcome of this
21 Settlement.

22 l. Settlement Funding Date: Defendant will fund the settlement account within fifteen
23 (15) calendar days of: (1) the Effective Date of the Settlement; or (2) January 15, 2022, whichever occurs
24 later ("Settlement Funding Date").

25 m. Issuance of Settlement Payments, Attorney's Fees and Costs and Class
26 Representative Service Payment: The Claims Administrator shall cause the Settlement Payments to be
27 mailed to the Class Members within ten (10) calendar days of the Settlement Funding Date. The Claims
28 Administrator will pay to Class Counsel the court-approved Attorney's Fees and total Costs within ten

(10) calendar days of the Settlement Funding Date. The Claims Administrator will pay the court-approved Class Representative Service Payment within ten (10) calendar days of the Settlement Funding Date. The Settlement Administrator will pay the LWDA Payment to the Labor and Workforce Development Agency (“LWDA”) within ten (10) calendar days of the Settlement Funding Date.

n. Notice of Settlement Payment: For each Class Member in the Settlement Class, there will be pre-printed information on the Notice of Settlement Payment mailed to the Class Member, in English and Spanish, based on Defendant’s records, stating the Class Member’s Covered Workweeks during the Class Period and the estimated Settlement Payment under the Settlement. The pre-printed information based on Defendant’s records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Notice of Settlement Payment as to his or her Covered Workweeks during the Class Period. Class Members will have sixty (60) calendar days from the original date of mailing the Notice of Settlement Payment to dispute or challenge the information on the Notice of Settlement Payment as to his or her Covered Workweeks. Unless a disputing class member submits documentary evidence in support of his or her dispute, the records of the Defendant will be determinative.

o. Resolution of Disputes: If a Class Member disputes the accuracy of Defendant’s records, and the Parties’ counsel cannot resolve the dispute informally, the matter will be referred to the Claims Administrator. The Claims Administrator will review Defendant’s records and any information or documents submitted by the Class Member and issue a non-appealable decision regarding the dispute. The Class Member must submit information or documents supporting his or her position to the Claims Administrator prior to the expiration of the 60-day claims period. Information or documents submitted after the expiration of the 60-day claims period will not be considered by the Claims Administrator, unless otherwise agreed to by the Parties.

p. Right Of Class Member To Request Exclusion From The Settlement: Any Class Member may request to be excluded from the Class by mailing a “Request for Exclusion from Settlement” within sixty (60) calendar days from the original date of the mailing of the Notice of Class Action Settlement and Notice of Settlement Payment by the Claims Administrator, stating:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE DIEGO CARDENAS QUINTERO v. MISSION LANDSCAPE COMPANIES CLASS ACTION LAWSUIT, SAN BERNARDINO COUNTY

1 SUPERIOR COURT CASE NO. CIVDS2014754. I UNDERSTAND
2 THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT
3 RECEIVE ANY MONEY FROM THE SETTLEMENT.”

4 Any Request for Exclusion must include the name, address, telephone number and signature of the
5 Class Member requesting exclusion. Any such request must be made in accordance with the terms of the
6 Notice of Class Action Settlement. Class Members will be notified in writing of any deficiencies related
7 to attempts to request exclusion and will be permitted no more than fifteen (15) days to cure all deficiencies
8 in writing. Failure to submit a timely written request to opt-out shall invalidate the request to opt-out. Any
9 Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any
10 rights under this Settlement; (ii) shall not be entitled to receive any Settlement Payments under this
11 Settlement; and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment.
12 However, a Class Member may not be excluded from the PAGA Portion of the Settlement and will receive
13 their portion of the PAGA Payment.

14 q. Right of Class Member To Object To The Settlement: Any Class Member may
15 object to the Settlement. To object, the Class Member can submit a written objection to the Claims
16 Administrator as set forth in the Notice of Class Action Settlement and/or orally object to the Settlement
17 by appearing at the Final Approval Hearing.

18 r. Catalyst Effect: Plaintiff may represent to the Court in the motion for preliminary
19 approval papers that this litigation catalyzed, in part, Defendant’s decision to bring its paper wage
20 statements into compliance in February 2021 and to make sure that all of its wage statements, both
21 electronic and paper, contained Defendant’s address both on the wage statements themselves and any
22 attached check portions.

23 CLAIMS ADMINISTRATION

24 16. Subject to the Court’s approval, the Parties have agreed to the appointment of CPT Group,
25 Inc. to perform the customary duties of Claims Administrator. The Claims Administrator will mail to the
26 Class the Notice of Class Action Settlement and Notice of Settlement Payment to the Class Members.
27 There will be a sixty (60) day period from the date the Claims Administrator mails the Notice of Class
28 Action Settlement and Notice of Settlement Payment for Class Members to dispute the information
contained in the Notice of Settlement Payment, to file an objection, or to request exclusion (opt-out) from

1 the Settlement.

2 17. The Claims Administrator will independently review the Covered Workweeks attributed
3 to each Class Member and will calculate the amounts due to each Class Member in accordance with this
4 Settlement. The Claims Administrator shall report, in summary or narrative form, the substance of its
5 findings. The Claims Administrator shall be granted reasonable access to Defendant's records in order to
6 perform its duties.

7 18. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant,
8 the Claims Administrator will issue and send out the Settlement Payment checks to the Class Members.
9 Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and
10 federal tax laws. All disputes relating to the Claims Administrator's performance of its duties shall be
11 referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
12 of this Settlement until all payments and obligations contemplated by this Settlement have been fully
13 carried out.

14 **ATTORNEYS' FEES AND COSTS**

15 19. In consideration for resolving this matter and in exchange for the release of all claims by
16 the Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's
17 application for attorneys' fees not to exceed 33 1/3% of the Gross Settlement Amount (\$125,000) and
18 litigation costs not to exceed \$15,000. The amounts set forth above will cover all work performed and all
19 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
20 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
21 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorneys' fees
22 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
23 above shall be added to the Net Settlement Amount. The attorneys' fees and costs approved by the Court
24 shall be paid to Class Counsel as set forth above.

25 **NOTICE TO THE CLASS**

26 20. A Notice of Class Action Settlement in approximately the form attached hereto as
27 **Exhibit A**, and as approved by the Court, shall be sent by the Claims Administrator to the Class Members,
28 in English and Spanish, by first class mail. In addition, a Notice of Settlement Payment in approximately

1 the form attached hereto as **Exhibit B**, and as approved by the Court, shall also be sent by the Claims
2 Administrator to the Class Members by first class mail. In addition, a postage prepaid return envelope
3 will be included with the Notice of Class Action Settlement. Any returned envelopes from this mailing
4 with forwarding addresses will be utilized by the Claims Administrator to forward the Notices to the Class.

5 a. Within thirty (30) calendar days from the date of preliminary approval of this
6 Settlement by the Court, Defendant shall provide to the Claims Administrator a Class database containing
7 the following information for each Class Member: (1) name; (2) last known address; (3) last known
8 telephone number; (4) social security number; (5) dates of employment; and (6) Covered Workweeks
9 during the Class Period. This database shall be based on Defendant's payroll and other business records
10 and shall be provided in a format acceptable to the Claims Administrator. Defendant agrees to consult
11 with the Claims Administrator prior to the production date to ensure that the format will be acceptable to
12 the Claims Administrator. The Claims Administrator will run a check of the Class Members' addresses
13 against those on file with the U.S. Postal Service's National Change of Address List; this check will be
14 performed only once per Class Member by the Claims Administrator. Absent mutual written agreement
15 of counsel for the Parties or Court order, the Claims Administrator will keep this database confidential
16 and use it only for the purposes described herein, and will return this database to Defendant upon final
17 approval of the settlement.

18 b. Within fifteen (15) calendar days after the Class database is provided to the Claims
19 Administrator, the Claims Administrator will mail the Notices of Class Action Settlement, Notices of
20 Settlement Payment, and postage prepaid return envelopes to the Class Members by first class United
21 States mail. There will be a sixty (60) day period from the date the Notices of Class Action Settlement
22 and Notice of Settlement Payment are mailed during which Class Members can dispute the information
23 contained in the Notice of Settlement Payment, file an objection, or request exclusion (opt-out) from the
24 Settlement.

25 c. Notices returned to the Claims Administrator as non-deliverable during the sixty
26 (60) calendar-day period shall be resent to the forwarding address, if any, on the returned envelope. A
27 returned Notice will be forwarded only once per Class Member by the Claims Administrator. If there is
28 no forwarding address, the Claims Administrator will do a computer search for a new address using the

Class Member's social security number; this search will be performed only once per Class Member by the Claims Administrator. Class Members who receive a remailed Notice of Class Action Settlement and Notice of Settlement Payment will have any additional ten (10) calendar days to opt-out, object, or dispute the number of workweeks. Upon completion of these steps by the Claims Administrator, Defendant and the Claims Administrator shall be deemed to have satisfied their obligations to provide the Notice of Class Action Settlement and Notice of Settlement Payment to the affected Class Member. The affected Class Member shall remain a member of the Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

d. Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Claims Administrator of due diligence and proof of mailing with regard to the mailing of the Notices of Class Action Settlement and Notices of Settlement Payment.

ADMINISTRATION OF SETTLEMENT PAYMENTS

21. Each Class Member will have sixty (60) calendar days after the mailing of the Notice of Class Action Settlement within which to postmark to the Claims Administrator any challenge or dispute to the information on the Notice of Settlement Payment. No disputes will be honored if they are postmarked after the sixty (60) calendar-day period, unless the parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the Claims Administrator and a record of proof of mailing.

22. Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. Settlement checks will automatically be cancelled by Defendant or the Claims Administrator if they are not cashed by the Class Member within that time, and the Class Member's claims will remain released by the Settlement. Settlement checks which have expired will not be reissued.

23. Funds from un-cashed checks will be distributed to the State of California Controller's Office Unclaimed Property Fund based on a 180-day void date.

24. Upon completion of its calculation of Settlement Payments, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Class Member. Proof of payment will be filed with the Court and provided to Class Counsel

and Defendant's Counsel (to be identified by claim number).

RELEASE BY THE CLASS

25. Upon the funding of the Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion, each fully releases and discharges Defendant, its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant and their respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, from any and all claims and causes of action asserted in Plaintiff's LWDA PAGA letter dated March 18, 2020 and the operative Complaint, specifically including all claims for statutory penalties under California Labor Code section 226 for failure to provide accurate itemized wage statements and all related and/or derivative claims for civil penalties under California Labor Code section 2698, *et seq.* based on violations of the above Labor Code provisions, and any and all claims that arose or that could have arisen out of the allegations made in Plaintiff's PAGA letter and Complaint, for the time period of March 18, 2019 through February 19, 2021 ("Released Claims").

CLASS REPRESENTATIVE INDIVIDUAL RELEASE

26. The Class Representative agrees that the consideration set forth in this Stipulation, including the Service Payment set forth above, represents full settlement of all claims that were or could have been raised against Defendant, its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant and their respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

27. The Class Representative, on behalf of himself and each of his heirs, representatives, successors, assigns, and attorneys, hereby compromises, releases, resolves, relinquishes, discharges and settles any and all claims of any nature whatsoever he has or may have for any acts occurring on or before the date of preliminary approval of the Settlement against Defendant and its present and former parent

companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant and their respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and they agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have in state or federal court, or with any state, federal or local government agency, except the EEOC or DFEH, or with any administrative or advisory body arising from or attributable to the Released Parties.

28. The Class Representative specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code § 1542, which provides as follows:

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

29. The Class Representative, being aware of this section, hereby expressly waives and relinquishes all rights and benefits he may have under this section as well as any other statutes or common law principles of a similar effect. The Class Representative may hereafter discover facts in addition to or different from those which he now knows or believes to be true, but he stipulates and agrees that, upon the Effective Date, the Class Representative shall and hereby does fully, finally and forever settle and release any and all claims against Defendant, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. The Class Representative Individual Release does not include claims that the law does not allow to be included, such as claims for worker's compensation injuries.

RELEASE OF PAGA REPRESENTATIVE CLAIMS

30. Upon Defendant's fulfillment of its payment obligations, this settlement forever bars Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to,

any and all Class Members, during the Class Period, from pursuing any action under PAGA arising from the factual allegations in the Complaint and the PAGA Notice against the Released Parties.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

31. The Parties shall submit this Joint Stipulation of Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order:

a. Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;

b. Certifying a Class;

c. Approving as to form and content the proposed Notice of Class Action Settlement;

d. Approving as to form and content the proposed Notice of Settlement Payment;

e. Directing the mailing of the Notices; and

f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

32. Following final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will submit a proposed final order and judgment in the following form:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs;

c. Approving the service payment to the Class Representatives; and

d. Entering a final judgment in the action.

NULLIFICATION AND TERMINATION

33. This Settlement will be null and void if any of the following occur: (a) the Court should

1 for any reason fail to certify a class for settlement purposes; or (b) the Court should for any reason fail to
2 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than
3 adjustments made to the attorneys' fees and costs or granting of service fees; or (c) the Court should for
4 any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or
5 rendered void; or (e) the Settlement does not become final for any other reason.

6 34. If ten percent (10%) or more of the Class Members request exclusion or opt out of this
7 Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The
8 Claims Administrator shall provide Defendant's Counsel with the information necessary to effectuate this
9 provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement
10 under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice no later than
11 fifteen (15) calendar days after the opt-out period has expired.

12 35. Defendant and Plaintiff agree that, during the settlement negotiations, the Gross Settlement
13 Amount was determined in part based on Defendant's representation that there are approximately 43,385
14 Covered Workweeks and approximately 789 Settlement Class Members during the Class Period. If the
15 number of final Covered Workweeks increases by more than 10%, Plaintiff may, but is not obligated to,
16 void the Settlement by giving written notice to Defendant's Counsel within ten (10) calendar days after
17 the Settlement Administrator confirms the total Covered Workweeks for the Class for the Class Period.

18 36. In the event that the total number of pay periods where Defendant issued a paper wage
19 statement only is 25% or more of the total wage statement issued in the Class Period, i.e., 5% or more
20 than the 20% estimate provided by Defendant's counsel, then Plaintiff has the right to void the settlement.
21 In the event that the total number of pay periods where Defendant issued a paper wage statement only is
22 15% or less of the total wage statements issued in the Class Period, then Defendant has the right to void
23 the settlement.

24 37. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
25 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
26 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all
27 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
28 neither entered into nor filed with the Court.

1 **PARTIES' AUTHORITY**

2 38. The signatories hereto hereby represent that they are fully authorized to enter into this
3 Settlement and bind the Parties hereto to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 39. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Settlement including, but not limited to, execution of such documents and taking such other action as
7 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
8 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
9 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
10 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
11 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
12 Court's preliminary and final approval of this Settlement.

13 **NO PRIOR ASSIGNMENTS**

14 40. The Parties and their respective counsel represent, covenant, and warrant that they have
15 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
16 to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
17 released and discharged except as set forth herein.

18 **NO ADMISSION OF LIABILITY**

19 41. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
20 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
21 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. Defendant has entered
22 into this Settlement solely with the intention to avoid further disputes and litigation with the attendant
23 inconvenience and expenses.

24 **ENFORCEMENT ACTIONS**

25 42. In the event that one or more of the Parties to this Settlement institutes any legal action or
26 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
27 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
28 from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees

1 incurred in connection with any enforcement actions.

2
3 **NOTICES**

4 43. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
6 the third business day after mailing by United States registered or certified mail, return receipt requested,
7 addressed as follows:

8 **Class Counsel:**

9 Craig J. Ackerman
10 ACKERMANN & TILAJEF, P.C.
11 1180 South Beverly Drive, Suite 610
12 Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635
cja@ackermanntilajef.com

13 Tatiana Hernandez
14 LAW OFFICE OF TATIANA HERNANDEZ P.C.
15 1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (213) 909-4248
Facsimile: (310) 388-0639
tatiana@thawpc.com

16
17 **Counsel for Defendant:**

18 Scott C. Lacunza
19 Bianca A. Valencia
JACKSON LEWIS P.C.
20 200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360
Fax: (949) 885-1380
scott.lacunza@jacksonlewis.com
bianca.valencia@jacksonlewis.com

21
22
23 **CONSTRUCTION**

24 44. The Parties hereto agree that the terms and conditions of this Settlement are the result of
25 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed
26 in favor of or against any party by reason of the extent to which any party or his, her or its counsel
27 participated in the drafting of this Settlement.

28 **CAPTIONS AND INTERPRETATIONS**

45. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

46. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

47. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

48. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

49. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice of Class Action Settlement, **Exhibit A** hereto, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

50. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

PUBLIC COMMENT

51. The Class Representative and Class Counsel agree they will not make any disparaging

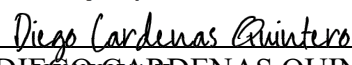
comments about Defendant relating to this Settlement of this class action or disclose the negotiations of the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record. The Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings, unless ordered by the Court. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

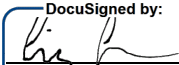
Dated: 6/7/2021 | 8:28 PM PDT

DocuSigned by:

 DIEGO CARDENAS QUINTERO

Class Counsel:

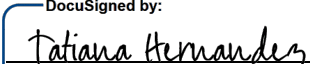
Dated: 6/7/2021 | 3:09 PM PDT

ACKERMANN & TILAJEF, P.C.

By: 
 Craig J. Ackerman

Dated: 6/8/2021 | 10:21 AM PDT

LAW OFFICE OF TATIANA HERNANDEZ P.C.

By: 
 Tatiana Hernandez

Attorneys for Plaintiff
 DIEGO CARDENAS QUINTERO

Defendant:

Dated: 6/8/21

MISSION LANDSCAPE COMPANIES, INC.

David W. Dubois
Print Name

[Signature]
Signature

President
Title

Defendant's Counsel:

Dated: June 8, 2021

JACKSON LEWIS P.C.

By: [Signature]
Scott C. Lacunza
Bianca A. Valencia

Attorneys for Defendant
MISSION LANDSCAPE COMPANIES, INC.

TRANSLATION ACKNOWLEDGMENT & AGREEMENT

Diego Cardenas Quintero v. Mission Landscape Companies, Inc., Case No. CIVDS2014754

Esto es para confirmar que Tatiana Hernandez, uno de mis abogados tradujo el Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA entre *Mission Landscape Companies, Inc.* y yo en el asunto de *Diego Cardenas Quintero v. Mission Landscape Companies, Inc., Case No. CIVDS2014754* (“Convenio”).

El Convenio completo fue traducido del inglés al español y lo entendí. Esto confirma que tuve la oportunidad de hacer preguntas y todas las preguntas fueron contestadas a mi satisfacción. Libre y plenamente entiendo todos los términos y contenido de este Convenio.

This is to confirm that Tatiana Hernandez, one of my attorneys, translated the Joint Stipulation of Class Action and PAGA Settlement between *Mission Landscape Companies, Inc.* and myself in the matter of *Diego Cardenas Quintero v. Mission Landscape Companies, Inc., Case No. CIVDS2014754* (“Agreement”).

The whole Agreement was translated from English to Spanish and I understood it. This confirms that I had the opportunity to ask questions and all the questions were answered to my satisfaction. I freely and fully understand all of the terms and contents of the Agreement.

Fecha: 6/7/2021 | 8:28 PM PDT

DocuSigned by:
Por: Diego Cardenas Quintero
Diego Cardenas Quintero

I, Tatiana Hernandez, hereby attest that I have translated the full agreement into Spanish and the above is true and correct.

Date: 6/8/2021 | 10:21 AM PDT

DocuSigned by:
Por: Tatiana Hernandez
Tatiana Hernandez