

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by BRIGHTVIEW LANDSCAPE SERVICES, INC. (the "Company"), and ALEJANDRO ARROYO, for himself and his heirs, successors and assigns (hereinafter referred to as "Arroyo"),

PLEASE READ CAREFULLY, THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Arroyo alleged that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Arroyo, together with Edgar Belmontes and Igor Junior Jimenez Rios (collectively, the "Plaintiffs"), filed a complaint in the Orange County Superior Court, Case No. 30-2020-01167020-CU-WT-CXC, on behalf of themselves and on behalf of other employees purportedly "similarly situated" and other allegedly "aggrieved employees" (the "Action"). The Action included a cause of action for Penalties under the Private Attorneys General Act ("PAGA").

WHEREAS, Arroyo represents that he has been advised to consult with an attorney before entering into this Agreement, that he had an opportunity to discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Arroyo desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Arroyo or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Arroyo or any other person or persons.

**SECOND: No Other or Future Lawsuits, Charges or
Complaints of Any Nature Whatsoever.**

Arroyo represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Arroyo further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company with any court or in arbitration based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Company.

Arroyo further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with and/or separation from employment with the Company to the fullest extent permitted by law.

Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Arroyo files any action against the Company alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Arroyo files any other action against the Company for anything other than an alleged breach by the Company of this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a class action: (i) the Company will be entitled to recover from Arroyo the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Arroyo further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the class action claims and PAGA claim to the extent it is brought on behalf of anyone other than Arroyo and his Co-Plaintiffs. Arroyo and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps, including execution of any necessary documents (including but not limited to the Stipulation to Dismiss the Action), in order to implement the terms of this

Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court for approval with the specific sums in Paragraph Third redacted. This Agreement will only be submitted to the Court if the Court requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: Benefits to Arroyo.

The Company agrees to and will pay to Arroyo the following benefits in exchange for this Release: The Company will mail to Arroyo's counsel the following checks: 



will be mailed within thirty (30) calendar days after all of the following have occurred: (1) counsel for the Company receives a separate executed Confidential Settlement Agreement and General Release for Arroyo and each of his Co-Plaintiffs and completed W-9 forms for Arroyo, each of his Co-Plaintiffs, and Arroyo's counsel, (2) the Parties have filed a Joint Stipulation dismissing the

Action with prejudice as to Arroyo and his Co-Plaintiffs and without prejudice as to the claims of the putative class and other allegedly aggrieved employees, and provided that Arroyo does not revoke the ADEA release set forth in Paragraph Seventh. Arroyo and his counsel agree not to deposit, cash, or otherwise negotiate payment of the settlement checks unless and until the Action has been dismissed in its entirety and the settlement has been approved. In the event the settlement is not approved by the Court or the Action is not dismissed in its entirety, Arroyo and his counsel agree to return the settlement checks to the Company's counsel via overnight delivery.

Arroyo agrees that this Agreement is contingent on: (1) each of his Co-Plaintiff's execution of a separate Confidential Settlement Agreement and General Release, (2) the dismissal of the entire Action with prejudice as to Arroyo's and each Co-Plaintiff's claims, (3) the dismissal of the class action claims and PAGA claims of other allegedly aggrieved employees without prejudice, as described above, and (4) the Court's approval pursuant to Labor Code Section 2699(1)(2). The PAGA release is limited to Arroyo and his Co-Plaintiffs and does not release the claims of any other individual. Should one of Arroyo's Co-Plaintiffs fail to execute the Confidential Settlement Agreement and General Release, this Agreement shall be voidable solely at the Company's election, and if the Company elects to void this Agreement, this Agreement shall

have no force or effect. Arroyo understands that the Company may decline to make such an election, and instead elect to enforce this Agreement even though one or more Co-Plaintiffs fail to execute their respective Confidential Settlement Agreement and General Release, in which case this Agreement shall remain in full force and effect on the terms provided herein. Should the parties fail to obtain dismissal of the claims of the putative class, dismissal of the PAGA claims of other allegedly aggrieved employees, and/or Court approval of this Settlement, the Agreement shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

Arroyo agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Company from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others.

FOURTH: Responsibility for Taxes.

Arroyo agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related

expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Arroyo agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Action and that any and all such similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Arroyo.

SIXTH: Confidentiality.

Arroyo represents that he will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof to any person or persons, including his Co-Plaintiffs, or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions for Arroyo are his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality. Arroyo further agrees that under no circumstances will he induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company.

Arroyo understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth by Arroyo will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Arroyo further agrees that the damages resulting from a breach of this confidentiality provision will be difficult to determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$1,500.00 as liquidated damages in the event of a breach by Arroyo. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

Arroyo further agrees that he will respond to all inquiries about the Action with words to the effect of the following: "The matter has been resolved." Arroyo will not inform anyone that he received a payment in connection with the Action.

SEVENTH: Complete Release.

Arroyo, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent

and subsidiary entities, affiliates, predecessors, successors and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Arroyo's employment with the Company or the cessation of that employment. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Business and Professions Code and all other laws governing the employment of persons in the State of California) (hereinafter collectively, "Claim" or "Claims") from the beginning of time to the date of execution hereof.

Arroyo represents that he is aware of and has asserted in this Action all alleged violations of the California Labor Code during his employment with the Company and, as part of this Agreement to resolve the existing dispute between

Arroyo and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act.

In exchange for material portions of the additional pay and benefits provided in this Agreement and in accordance with the Older Workers Benefit Protection Act, Arroyo hereby knowingly and voluntarily waives and releases all rights and claims, known and unknown, arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, which he might otherwise have had against the Released Parties regarding any aspect of his employment, up to the date Arroyo executes this Agreement.

Arroyo is hereby advised (a) to consult with an attorney prior to signing this Agreement and (b) that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company. In addition, Arroyo has a period of seven (7) days following his execution of this Agreement in which he may revoke the release of rights or claims that he may have arising under the ADEA. Any revocation must be in writing and must be received by the Company's counsel, Theresa A. Kading, within the seven-day revocation period. If Arroyo does not advise the Company (by a writing received by the Company's counsel, Theresa A. Kading) within such seven-day period of his intent to revoke the Agreement, Arroyo has waived his right to revoke the Agreement and it will become effective.

EIGHTH: Knowing and Voluntary Waiver of Known and Unknown Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Arroyo. Such Section reads 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."

In order to achieve a full and complete release of the Company, Arroyo acknowledges that this Agreement is intended to and does include in its effect all Claims that Arroyo does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Ownership of Claims.

Arroyo represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he is releasing in this Agreement. Arroyo further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: Entire Agreement.

Arroyo and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated

above. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

TWELFTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

THIRTEENTH: Acknowledgment of Understanding.

Arroyo understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Arroyo further represents that he has been given a reasonable period of time to review and consider this Agreement.

FOURTEENTH: Opportunity to Obtain Spanish Translation.

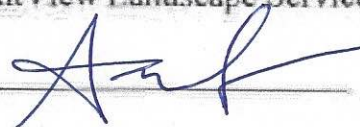
Arroyo represents that he had an opportunity to obtain a translation of this Agreement from English to Spanish to the full extent he wanted to do so before signing this Agreement. Arroyo further represents that he understands all

of the rights he relinquishes by entering into this Agreement in exchange for the monetary consideration set forth in Paragraph Third.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

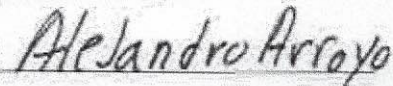
IN WITNESS WHEREOF this Agreement shall have as its effective date the date the last of the following have occurred: (1) counsel for the Company receives a separate executed Confidential Settlement Agreement and General Release for Arroyo and each of his Co-Plaintiffs, (2) seven days have passed since Arroyo's execution of this Agreement, provided Arroyo does not revoke the Agreement pursuant to Paragraph Seventh, and (3) the Court dismisses the Action with prejudice as to the individual claims of Arroyo and his Co-Plaintiffs, and dismisses the Action without prejudice as to the claims of the putative class and other allegedly aggrieved employees.

BrightView Landscape Services, Inc.

By: 

Dated: May 30, 2022

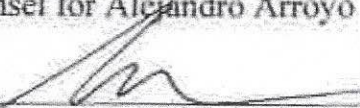
Alejandro Arroyo

By: 

Dated: May 25, 2022

Approved as to Form:

Farrah Mirabel, Esq.
Counsel for Alejandro Arroyo

By: 

Dated: May 25, 2022

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by BRIGHTVIEW LANDSCAPE SERVICES, INC. (the "Company"), and EDGAR BELMONTES, for himself and his heirs, successors and assigns (hereinafter referred to as "Belmontes").

PLEASE READ CAREFULLY. THIS CONFIDENTIAL
SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Belmontes alleged that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Belmontes, together with Alejandro Arroyo and Igor Junior Jimenez Rios (collectively, the "Plaintiffs"), filed a complaint in the Orange County Superior Court, Case No. 30-2020-01167020-CU-WT-CXC, on behalf of themselves and on behalf of other employees purportedly "similarly situated" and other allegedly "aggrieved employees" (the "Action"). The Action included a cause of action for Penalties under the Private Attorneys General Act ("PAGA").

WHEREAS, Belmontes represents that he has been advised to consult with an attorney before entering into this Agreement, that he had an opportunity to discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Belmontes desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Belmontes or any other person or persons, and the Company specifically

denies any wrongdoing whatsoever against Belmontes or any other person or persons.

SECOND: No Other or Future Lawsuits, Charges or Complaints of Any Nature Whatsoever.

Belmontes represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Belmontes further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company with any court or in arbitration based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Company.

Belmontes further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment

with and/or separation from employment with the Company to the fullest extent permitted by law.

Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Belmontes files any action against the Company alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Belmontes files any other action against the Company for anything other than an alleged breach by the Company of this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a class action: (i) the Company will be entitled to recover from Belmontes the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Belmontes further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the class action claims and PAGA claim to the extent it is brought on behalf of anyone other than Belmontes and his Co-Plaintiffs. Belmontes and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps,

including execution of any necessary documents (including but not limited to the Stipulation to Dismiss the Action), in order to implement the terms of this Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court for approval with the specific sums in Paragraph Third redacted. This Agreement will only be submitted to the Court if the Court requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: Benefits to Belmontes.

The Company agrees to and will pay to Belmontes the following benefits in exchange for this Release: The Company will mail to Belmontes' counsel the following checks: (1) 



Agreement and General Release for Belmontes and each of his Co-Plaintiffs and

completed W-9 forms for Belmontes, each of his Co-Plaintiffs, and Belmontes' counsel, (2) the Parties have filed a Joint Stipulation dismissing the Action with prejudice as to Belmontes and his Co-Plaintiffs and without prejudice as to the claims of the putative class and other allegedly aggrieved employees. Belmontes and his counsel agree not to deposit, cash, or otherwise negotiate payment of the settlement checks unless and until the Action has been dismissed in its entirety and the settlement has been approved. In the event the settlement is not approved by the Court or the Action is not dismissed in its entirety, Belmontes and his counsel agree to return the settlement checks to the Company's counsel via overnight delivery.

Belmontes agrees that this Agreement is contingent on: (1) each of his Co-Plaintiff's execution of a separate Confidential Settlement Agreement and General Release, (2) the dismissal of the entire Action with prejudice as to Belmontes' and each Co-Plaintiff's claims, (3) the dismissal of the class action claims and PAGA claims of other allegedly aggrieved employees without prejudice, as described above, and (4) the Court's approval pursuant to Labor Code Section 2699(1)(2). The PAGA release is limited to Belmontes and his Co-Plaintiffs and does not release the claims of any other individual. Should one of Belmontes' Co-Plaintiffs fail to execute the Confidential Settlement Agreement and General Release, this Agreement shall be voidable solely at the Company's

election, and if the Company elects to void this Agreement, this Agreement shall have no force or effect. Belmontes understands that the Company may decline to make such an election, and instead elect to enforce this Agreement even though one or more Co-Plaintiffs fail to execute their respective Confidential Settlement Agreement and General Release, in which case this Agreement shall remain in full force and effect on the terms provided herein. Should the parties fail to obtain dismissal of the claims of the putative class, dismissal of the PAGA claims of other allegedly aggrieved employees, and/or Court approval of this Settlement, the Agreement shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

Belmontes agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Company from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others.

FOURTH: Responsibility for Taxes.

Belmontes agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related

expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Belmontes agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Action and that any and all such similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Belmontes.

SIXTH: Confidentiality.

Belmontes represents that he will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof to any person or persons, including his Co-Plaintiffs, or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions for Belmontes are his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality. Belmontes further agrees that under no circumstances will he induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company.

Belmontes understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth by Belmontes will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Belmontes further agrees that the damages resulting from a breach of this confidentiality provision will be difficult to determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$3,000.00 as liquidated damages in the event of a breach by Belmontes. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

Belmontes further agrees that he will respond to all inquiries about the Action with words to the effect of the following: "The matter has been resolved." Belmontes will not inform anyone that he received a payment in connection with the Action.

SEVENTH: Complete Release.

Belmontes, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent

and subsidiary entities, affiliates, predecessors, successors and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Belmontes' employment with the Company or the cessation of that employment. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Business and Professions Code and all other laws governing the employment of persons in the State of California) (hereinafter collectively, "Claim" or "Claims") from the beginning of time to the date of execution hereof.

Belmontes represents that he is aware of and has asserted in this Action all alleged violations of the California Labor Code during his employment with the Company and, as part of this Agreement to resolve the existing dispute

between Belmontes and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act.

EIGHTH: Knowing and Voluntary Waiver of Known and Unknown Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Belmontes. Such Section reads 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.”

In order to achieve a full and complete release of the Company, Belmontes acknowledges that this Agreement is intended to and does include in its effect all Claims that Belmontes does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Ownership of Claims.

Belmontes represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he is releasing in this Agreement. Belmontes further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: Entire Agreement.

Belmontes and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated

above. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

TWELFTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

THIRTEENTH: Acknowledgment of Understanding.

Belmontes understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Belmontes further represents that he has been given a reasonable period of time to review and consider this Agreement.

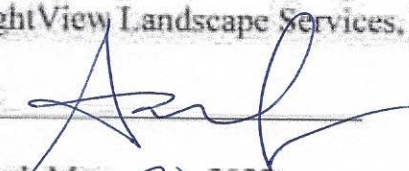
FOURTEENTH: Opportunity to Obtain Spanish Translation.

Belmontes represents that he had an opportunity to obtain a translation of this Agreement from English to Spanish to the full extent he wanted to do so before signing this Agreement. Belmontes further represents that he

understands all of the rights he relinquishes by entering into this Agreement in exchange for the monetary consideration set forth in Paragraph Third.

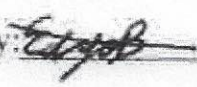
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BrightView Landscape Services, Inc.

By: 

Dated: May 30, 2022

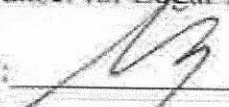
Edgar Belmontes

By: 

Dated: May 27, 2022

Approved as to Form:

Farrah Mirabel, Esq.
Counsel for Edgar Belmontes

By: 

Dated: May 27, 2022

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “Agreement”) is entered into by BRIGHTVIEW LANDSCAPE SERVICES, INC. (the “Company”), and IGOR JUNIOR JIMENEZ RIOS, for himself and his heirs, successors and assigns (hereinafter referred to as “Rios”).

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Rios alleged that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Rios, together with Alejandro Arroyo and Edgar Belmontes (collectively, the “Plaintiffs”), filed a complaint in the Orange County Superior Court, Case No. 30-2020-01167020-CU-WT-CXC, on behalf of themselves and on behalf of other employees purportedly “similarly situated” and other allegedly “aggrieved employees” (the “Action”). The Action included a cause of action for Penalties under the Private Attorneys General Act (“PAGA”).

WHEREAS, Rios represents that he has been advised to consult with an attorney before entering into this Agreement, that he had an opportunity to discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Rios desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Rios or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Rios or any other person or persons.

**SECOND: No Other or Future Lawsuits, Charges or
Complaints of Any Nature Whatsoever.**

Rios represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Rios further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company with any court or in arbitration based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Company.

Rios further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with and/or separation from employment with the Company to the fullest extent permitted by law.

Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Rios files any action against the

Company alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Rios files any other action against the Company for anything other than an alleged breach by the Company of this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a class action: (i) the Company will be entitled to recover from Rios the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Rios further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the class action claims and PAGA claim to the extent it is brought on behalf of anyone other than Rios and his Co-Plaintiffs. Rios and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps, including execution of any necessary documents (including but not limited to the Stipulation to Dismiss the Action), in order to implement the terms of this Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court for approval with the specific sums in Paragraph Third redacted. This Agreement will only be

submitted to the Court if the Court requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: Benefits to Rios.

The Company agrees to and will pay to Rios the following benefits in exchange for this Release: The Company will mail to Rios' counsel the following checks: (1) 



will be mailed within thirty (30) calendar days after all of the following have occurred: (1) counsel for the Company receives a separate executed Confidential Settlement Agreement and General Release for Rios and each of his Co-Plaintiffs and completed W-9 forms for Rios, each of his Co-Plaintiffs, and Rios' counsel, (2) the Parties have filed a Joint Stipulation dismissing the Action with prejudice as to Rios and his Co-Plaintiffs and without prejudice as to the claims of the putative class and other allegedly aggrieved employees. Rios and his counsel agree not to deposit, cash, or otherwise negotiate payment of the settlement checks

unless and until the Action has been dismissed in its entirety and the settlement has been approved. In the event the settlement is not approved by the Court or the Action is not dismissed in its entirety, Rios and his counsel agree to return the settlement checks to the Company's counsel via overnight delivery.

Rios agrees that this Agreement is contingent on: (1) each of his Co-Plaintiff's execution of a separate Confidential Settlement Agreement and General Release, (2) the dismissal of the entire Action with prejudice as to Rios' and each Co-Plaintiff's claims, (3) the dismissal of the class action claims and PAGA claims of other allegedly aggrieved employees without prejudice, as described above, and (4) the Court's approval pursuant to Labor Code Section 2699(1)(2). The PAGA release is limited to Rios and his Co-Plaintiffs and does not release the claims of any other individual. Should one of Rios' Co-Plaintiffs fail to execute the Confidential Settlement Agreement and General Release, this Agreement shall be voidable solely at the Company's election, and if the Company elects to void this Agreement, this Agreement shall have no force or effect. Rios understands that the Company may decline to make such an election, and instead elect to enforce this Agreement even though one or more Co-Plaintiffs fail to execute their respective Confidential Settlement Agreement and General Release, in which case this Agreement shall remain in full force and effect on the terms provided herein. Should the parties fail to obtain dismissal of the claims of the putative class,

dismissal of the PAGA claims of other allegedly aggrieved employees, and/or Court approval of this Settlement, the Agreement shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

Rios agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Company from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others.

FOURTH: Responsibility for Taxes.

Rios agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Rios agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees

and related expenses arising out of the Action and that any and all such similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Rios.

SIXTH: Confidentiality.

Rios represents that he will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof to any person or persons, including his Co-Plaintiffs, or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions for Rios are his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality. Rios further agrees that under no circumstances will he induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company.

Rios understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth by Rios will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Rios further agrees that the damages resulting from a breach of this confidentiality provision will be difficult to

determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$3,000.00 as liquidated damages in the event of a breach by Rios. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

Rios further agrees that he will respond to all inquiries about the Action with words to the effect of the following: "The matter has been resolved." Rios will not inform anyone that he received a payment in connection with the Action.

SEVENTH: Complete Release.

Rios, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, affiliates, predecessors, successors and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Rios' employment

with the Company or the cessation of that employment. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Business and Professions Code and all other laws governing the employment of persons in the State of California) (hereinafter collectively, "Claim" or "Claims") from the beginning of time to the date of execution hereof.

Rios represents that he is aware of and has asserted in this Action all alleged violations of the California Labor Code during his employment with the Company and, as part of this Agreement to resolve the existing dispute between Rios and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act.

**EIGHTH: Knowing and Voluntary Waiver of Known and
Unknown Claims.**

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Rios. Such Section reads 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.”

In order to achieve a full and complete release of the Company, Rios acknowledges that this Agreement is intended to and does include in its effect all Claims that Rios does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Ownership of Claims.

Rios represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he is

releasing in this Agreement. Rios further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: Entire Agreement.

Rios and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

TWELFTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

THIRTEENTH: Acknowledgment of Understanding.

Rios understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Rios further represents that he has been given a reasonable period of time to review and consider this Agreement.

FOURTEENTH: Opportunity to Obtain Spanish Translation.

Rios represents that he had an opportunity to obtain a translation of this Agreement from English to Spanish to the full extent he wanted to do so before signing this Agreement. Rios further represents that he understands all of the rights he relinquishes by entering into this Agreement in exchange for the monetary consideration set forth in Paragraph Third.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

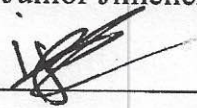
IN WITNESS WHEREOF this Agreement shall have as its effective date the date the last of the following have occurred: (1) counsel for the Company receives a separate executed Confidential Settlement Agreement and General Release for Rios and each of his Co-Plaintiffs, and (2) the Court dismisses the Action with prejudice as to the individual claims of Rios and his Co-Plaintiffs, and dismisses the Action without prejudice as to the claims of the putative class and other allegedly aggrieved employees.

BrightView Landscape Services, Inc.

By: 

Dated: May 30, 2022

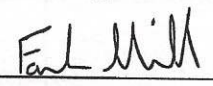
Igor Junior Jimenez Rios

By: 

Dated: May 26, 2022

Approved as to Form:

Farrah Mirabel, Esq.
Counsel for Igor Junior Jimenez Rios

By: 

Dated: May 26, 2022