

SETTLEMENT AGREEMENT

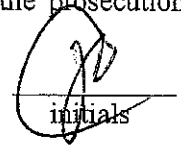
This Settlement Agreement ("Agreement") is entered into by and between Plaintiff Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez (collectively "Plaintiff") and Defendant Lily's Green Garden, Inc. ("Defendant"). Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

- A. "Action" means Case No. 20CV02776 in the Superior Court for the State of California, County of Santa Barbara.
- B. "Class" means any and all persons who are or were employed as non-exempt employees by Lily's Green Garden, Inc. in the state of California from April 6, 2016, until the date of preliminary approval of the settlement.
- C. "Class Counsel" means Ruben Escobedo of Workworld Law Corp.
- D. "Class Counsel Fees and Costs Payment" means the amount awarded to Class Counsel by the Court as compensation for attorneys' fees and litigation expenses incurred in connection with the Action, including pre-filing investigation, filing of the Action and all related litigation activities, class outreach and damages analysis, negotiating this Settlement, and all post-Settlement compliance procedures and monitoring same. Class Counsel shall request up to Thirty-Eight Thousand Three Hundred Thirty-Three and Thirty-Three Cents (\$38,333.33) in fees, together with up to Seven Thousand Five Hundred Dollars (\$7,500.00) in costs.
- E. "Class Data" means, for each Class Member, his or her name, last-known mailing address and telephone number, social security number, and number of workweeks worked as a non-exempt hourly paid employees between April 6, 2016, and between April 6, 2016, and [REDACTED] [PRELIMINARY APPROVAL]
- F. "Class Member" is a member of the Class.
- G. "Class Notice" means the Notice of Class Action Settlement attached and incorporated as Exhibit A of this Agreement.
- H. "Class Representative" means Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez, and each of them.
- I. "Class Representative Payment" means the payment to be approved by the Court to Plaintiff in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability in the event he was unsuccessful in the prosecution of the Action.

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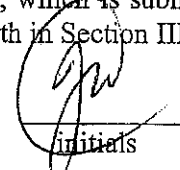
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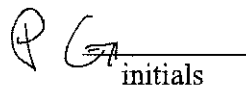
- J. "Court" means the Superior Court for the State of California, County of Santa Barbara.
- K. "Defendant's Counsel" means Peter A. Goldenring of Pachowicz | Goldenring.
- L. "Effective Date" means the date the Final Approval of the Settlement.
- M. "Final Approval of the Settlement" means the date on which the Court enters Judgment in this matter approving the fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, entering the final approval order and Judgment, and awarding and ordering the payment of all required amounts pursuant to the terms of this Agreement.
- N. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve the terms of this Agreement.
- O. "Gross Settlement Amount" means the amount of One Hundred Fifteen Thousand Dollars (\$115,000.00) that Defendant will pay under this Agreement. This amount is inclusive of all payments required under the Settlement, except employer-side payroll taxes, which shall be paid by Defendant outside of the Gross Settlement Amount.
- P. "Judgment" means the Order Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Court.
- Q. "Net Settlement Fund" means the Gross Settlement Amount minus the Class Counsel Fees and Costs Payment, the Class Representative Payment, the PAGA payment to the LWDA, and the Settlement Administrator Payment.
- R. "Non-Participating Class Member" means a Class Member who submits a valid and timely Request Not to Participate in the Settlement.
- S. "PAGA Payment" means payment of Two Thousand Five Hundred Dollars (\$2,500.00) in settlement of the Private Attorneys General Act ("PAGA") cause of action in the Action, of which 75% will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% will be paid to the Participating Class Members.
- T. "Participating Class Member" means a Class Member who does not submit a valid and timely Request Not to Participate in Settlement.
- U. "Preliminary Approval of the Settlement" means the date upon which the Court grants preliminary approval of the Settlement without material change.
- V. "Request Not to Participate in the Settlement" means a completed and signed Exclusion Form in the form attached hereto as Exhibit C, which is submitted to the Settlement Administrator according to the terms set forth in Section III.E.4.b.

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- W. "Settlement" means the resolution of the Action and all related claims effectuated by this Agreement.
- X. "Settlement Administrator" means ILYM Group or another settlement administrator agreed upon by the parties and appointed by the Court to administer the Settlement. The "Settlement Administrator Payment" shall be the amount of the payment to the Settlement Administrator as approved by the Court.
- Y. "Settlement Share" means each Participating Class Member's share of the Net Settlement Fund as provided by this Agreement.

II. RECITALS

- A. On August 27, 2020, Plaintiff filed a class action Complaint against Defendant alleging that Defendant engaged in various violations of the California Labor Code.
- B. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims.
- C. The Parties agree that sufficient investigation and discovery has been conducted to evaluate the strengths and weaknesses of their respective claims and defenses and to recommend this Settlement to the Class and to the Court.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$115,000.00. The Gross Settlement Amount will be disbursed as provided for in this Agreement.
- B. **Settlement Payments.** Subject to the terms and conditions of this Agreement, and except as set forth below, Defendant shall make the following payments through the Settlement Administrator:
1. **To Plaintiff:** In addition to his respective Settlement Share, each Plaintiff will apply to the Court for an award of up to Five Thousand Dollars (\$5,000.00) to Plaintiff as the Class Representative Payment. Defendant will not oppose a Class Representative Payment in this amount. If the Court approves a Class Representative Payment of less than the amount requested, the difference will be placed in the Settlement Fund for distribution to Participating Class Members. The Class Representative Payment approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount. Payroll tax

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2. **To Class Counsel:** Class Counsel will apply to the Court for an award of attorney's fees up to one-third of the Gross Settlement Amount, together with reasonable costs up to \$7,500.00, as the Class Counsel Fees and Costs Payment. Defendant will not oppose this request. If the Court approves a Class Counsel Fees and Costs Payment less than the amount requested by Class Counsel, the difference will be placed in the Net Settlement Fund for distribution to Participating Class Members. The Class Counsel Fees and Costs Payment approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Counsel Fees and Costs Payment, but an IRS Form 1099 will be issued to Class Counsel. As a condition of payment, Class Counsel will be required to furnish the Settlement Administrator its tax identification number.
3. **To the LWDA and the Class on The PAGA Payment.** From the Gross Settlement Amount, the Settlement Administrator shall pay 75% of the PAGA Payment approved by the Court to the LWDA and 25% to the Participating Class Members.
4. **To the Settlement Administrator.** From the Gross Settlement Amount, the Settlement Administrator will pay itself its reasonable fees and expenses, as approved by the Court, in an amount currently estimated to be approximately up to \$4,000.00.
5. **To Each Participating Class Member.** The Settlement Administrator will pay out of the Settlement Fund each Participating Class Member's Settlement Share as determined below.

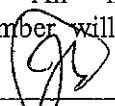
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1. **Calculation.** The Settlement Share for each Participating Class Member will be calculated as follows:
 - a. The amount of the Settlement Share to be paid to each Participating Class Member will be determined by dividing the Net Settlement Fund by the number of Participating Class Members.

The Net Settlement Fund will be apportioned among the Class Members based on the number of workweeks worked between April 6, 2016, and [PRELIMINARY APPROVAL]. An individual settlement payment for each Participating Class Member will then be

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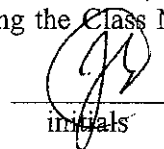
determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the total number of workweeks all Participating Class Members worked as an hourly-paid employee between April 6, 2016, and [PRELIMINARY APPROVAL], and the denominator of which is the total number of workweeks worked by all Participating Class Members as hourly-paid employees during the Class Period.

2. **Allocation and Withholding.** One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of wage claims (the "Wage Portion") and shall be subject to wage tax withholdings and reported on a Form W-2. One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of claims for interest and shall not be subject to wage tax withholdings but shall be reported on IRS Form 1099. One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of claims for penalties and shall not be subject to wage tax withholdings but shall be reported on IRS Form 1099. If the Court declines to approve the Settlement due to this allocation, the Parties agree to re-negotiate this allocation so that it receives Court approval. Defendant will pay the employer's share of payroll taxes on the amount designated as "wages" separate from, and in addition to, the Gross Settlement Amount.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their request not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Fund. Their respective Settlement Shares will be retained in the Net Settlement Fund for distribution to Participating Class Members. Notwithstanding the foregoing, if the total nonparticipating Class Members equal ten percent (10%) or more of eligible Class Members, the Gross Settlement Amount shall be reduced by that percentage of nonparticipating Class Members. By way of example only, if the percentage of nonparticipating Class Members is 11 percent of all eligible Class Members, the Gross Settlement Amount shall be reduced by 11 percent.

- D. **Appointment of Settlement Administrator.** Plaintiff will ask the Court to appoint ILYM Group, a qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, translating, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search on all Class Members whose names and contact information will be submitted to the Settlement Administrator by Defendant before the initial Class Notice mailing; conducting skip tracing on any Class Notice returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Class Notice to

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determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the total number of workweeks all Participating Class Members worked as an hourly-paid employee between April 6, 2016, and [REDACTED] **PRELIMINARY APPROVAL**, and the denominator of which is the total number of workweeks worked by all Participating Class Members as hourly-paid employees during the Class Period.

2. **Allocation and Withholding.** One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of wage claims (the "Wage Portion") and shall be subject to wage tax withholdings and reported on a Form W-2. One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of claims for interest and shall not be subject to wage tax withholdings but shall be reported on IRS Form 1099. One-third of each Participating Class Member's Settlement Share shall be considered to be in settlement of claims for penalties and shall not be subject to wage tax withholdings but shall be reported on IRS Form 1099. If the Court declines to approve the Settlement due to this allocation, the Parties agree to re-negotiate this allocation so that it receives Court approval. Defendant will pay the employer's share of payroll taxes on the amount designated as "wages" separate from, and in addition to, the Gross Settlement Amount.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their request not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Fund. Their respective Settlement Shares will be retained in the Net Settlement Fund for distribution to Participating Class Members. Notwithstanding the foregoing, if the total nonparticipating Class Members equal ten percent (10%) or more of eligible Class Members, the Gross Settlement Amount shall be reduced by that percentage of nonparticipating Class Members. By way of example only, if the percentage of nonparticipating Class Members is 11 percent of all eligible Class Members, the Gross Settlement Amount shall be reduced by 11 percent.

- D. **Appointment of Settlement Administrator.** Plaintiff will ask the Court to appoint ILYM Group, a qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, translating, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search on all Class Members whose names and contact information will be submitted to the Settlement Administrator by Defendant before the initial Class Notice mailing; conducting skip tracing on any Class Notice returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Class Notice to

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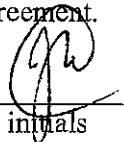
the Class Member's new address; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of objections to and Requests Not to Participate in the Settlement; calculating Settlement Shares; estimating amounts of Settlement Shares for inclusion in the Class Notice; addressing any disputes by the Participating Class Members relating to their estimated Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. After consultation with Class Counsel and Defendant's Counsel, the Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). Class Counsel shall be responsible for hiring and supervising the Settlement Administrator.

E. Procedure for Approving Settlement.

1. Motion for Conditional Certification of Class and Preliminary Approval of Settlement by the Court.

- a. Plaintiff will file, and Defendant will not oppose, a motion for an order conditionally certifying the Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").
- b. At the hearing on the Motion for Preliminary Approval, the Parties' counsel will appear and support the granting of the motion, and Plaintiffs' counsel will submit a Proposed Order Granting Conditional Certification of Class and Preliminary Approval of Settlement, Approving Class Notice and Related Materials, Appointing Settlement Administrator, and Scheduling Final Approval Hearing.
- c. Should the Court decline to certify the Class or to preliminarily approve all material aspects of the Settlement without granting leave to correct any material or non-material aspects, this Agreement will be null and void and the Parties will have no further obligation hereunder. However, the Parties shall have no right to void the Agreement solely on the basis that the Court alters the agreed-upon allocation of each Participating Class Member's Settlement Share between wages, interest and penalties as described in Section III.C.2 herein, or because the Court orders the Parties to modify a non-material term of the Agreement.

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- b. At the hearing on the Motion for Preliminary Approval, the Parties' counsel will appear and support the granting of the motion, and Plaintiffs' counsel will submit a Proposed Order Granting Conditional Certification of Class and Preliminary Approval of Settlement, Approving Class Notice and Related Materials, Appointing Settlement Administrator, and Scheduling Final Approval Hearing.
- c. Should the Court decline to certify the Class or to preliminarily approve all material aspects of the Settlement without granting leave to correct any material or non-material aspects, this Agreement will be null and void and the Parties will have no further obligation hereunder. However, the Parties shall have no right to void the Agreement solely on the basis that the Court alters the agreed-upon allocation of each Participating Class Member's Settlement Share between wages, interest and penalties as described in Section III.C.2 herein, or because the Court orders the Parties to modify a non-material term of the Agreement.

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2. **Notice to Class Members.** After the Court enters its Order granting Preliminary Approval of the Settlement, Class Members will be provided with the Class Notice as follows:
- a. All Class Members will receive a Class Notice in the form evidenced by Exhibit A (other than formatting changes to facilitate printing by the Settlement Administrator). The Class Notice shall be provided to each Class Member in English and Spanish. The Administrator will have the Notice translated and will provide both Plaintiff and Defendant's counsel a copy prior to it being mailed. The Class Notice will be tailored for each individual and have pre-printed information regarding that individual's name, contact information, and the estimated amount of each individual's Settlement Share. The Class Notice and Exclusion Form will be enclosed in an envelope in the form evidenced by Exhibit B.
 - b. Within fifteen (15) calendar days after the Court enters its Order granting Preliminary Approval of the Settlement, Defendant will provide the Settlement Administrator the Class Data necessary to calculate each Class Member's individual Settlement Share. All information provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, or pursuant to Defendant's express written authorization, or by Order of the Court.
 - c. Upon receiving the Class Data, the Settlement Administrator will, as needed, conduct a National Change of Address search on all Class Members whose names and contact information are included in the Class Data. Thereafter, the Settlement Administrator shall, no later than fourteen (14) calendar days after receiving the Class Data, (1) send Class Counsel and Defendant's Counsel a database containing the Settlement Administrator's calculations for each Class Member's Settlement Share (the database to Class Counsel shall redact the names of Class Members) and receive approval of same from all counsel; (2) send Class Counsel and Defendant's Counsel formatted copies of the English and Spanish Class Notices, and receive approval of same from all counsel; and (3) mail the Class Notices to all Class Members via first-class regular U.S. Mail.
 - d. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than five days from receipt of the returned packet, conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. In doing so, the Settlement Administrator shall be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court Orders, and

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2. **Notice to Class Members.** After the Court enters its Order granting Preliminary Approval of the Settlement, Class Members will be provided with the Class Notice as follows:

- a. All Class Members will receive a Class Notice in the form evidenced by Exhibit A (other than formatting changes to facilitate printing by the Settlement Administrator). The Class Notice shall be provided to each Class Member in English and Spanish. The Administrator will have the Notice translated and will provide both Plaintiff and Defendant's counsel a copy prior to it being mailed. The Class Notice will be tailored for each individual and have pre-printed information regarding that individual's name, contact information, and the estimated amount of each individual's Settlement Share. The Class Notice and Exclusion Form will be enclosed in an envelope in the form evidenced by Exhibit B.
- b. Within fifteen (15) calendar days after the Court enters its Order granting Preliminary Approval of the Settlement, Defendant will provide the Settlement Administrator the Class Data necessary to calculate each Class Member's individual Settlement Share. All information provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, or pursuant to Defendant's express written authorization, or by Order of the Court.
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- b. Within fifteen (15) calendar days after the Court enters its Order granting Preliminary Approval of the Settlement, Defendant will provide the Settlement Administrator the Class Data necessary to calculate each Class Member's individual Settlement Share. All information provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, or pursuant to Defendant's express written authorization, or by Order of the Court.
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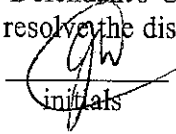
fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, as needed, the tracking of all undelivered mail; performing skip trace address searches for all returned mail; and promptly re-mailing the Class Notice to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of each such re-mailing as part of its weekly status report provided to the Parties.

- e. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of objections and Requests Not to Participate in Settlement that it receives.
- f. Not later than ten (10) Court days before the date by which Plaintiff files a motion for final approval of the Settlement, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Disputing Information in Class Notice.**

- a. Class Members will have the opportunity to challenge the Class Data pre-printed on their individualized Class Notice by submitting via first class mail, postmarked no later than 60 days after the date on which the Settlement Administrator mails the Class Notices (the "Response Deadline"), a written challenge along with any supporting documentation to the Settlement Administrator. The written challenge must contain the Class Member's full name, address, and telephone number, and a statement of why the Class Member is challenging the information. If Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any written challenge of that Class Member to the Class Data shall be submitted to the Settlement Administrator via first class mail, postmarked no later than 15 days after the Class Notice was re-mailed to the Class Member, or the Response Deadline, whichever is later. In the event of such a challenge, Defendant will review its records to verify the correct information. Defendant's records will have a rebuttable presumption of correctness. After consultation with Class Counsel, the Class Member and Defendant's Counsel, the Settlement Administrator will attempt to resolve the dispute. If

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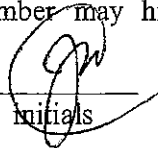
the dispute cannot be resolved between the Settlement Administrator and the Parties, the dispute shall be submitted to the Court for final resolution.

- b. In the event that a challenge to the Class Data is timely submitted, but is deficient in one or more respects, the Settlement Administrator will notify the Class Member within seven calendar days of receipt explaining any deficiency and stating that the Class Member will have fifteen (15) calendar days from the date of the deficiency notice, or until the Response Deadline, whichever is later, to correct the deficiency and resubmit the challenge. To be considered timely, the envelope containing the resubmitted challenge must be postmarked within fifteen (15) calendar days of the date of the deficiency notice, or by the Response Deadline, whichever is later.

4. **Objections to Settlement; Requests Not to Participate in Settlement.** Class Members may submit objections to the Settlement or, alternatively, Requests Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that Class Members who wish to object to the Settlement must submit to the Settlement Administrator, by first class mail postmarked no later than the Response Deadline, a written objection to the Settlement setting forth all factual and legal grounds for the objection with supporting documents, if any. If the Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any written objection of that Class Member to the Settlement shall be submitted to the Settlement Administrator by first class mail, postmarked no later than 15 days after the Settlement Administrator re-mailed the Class Notice to that Class Member, or by the Response Deadline, whichever is later. The Settlement Administrator will email Class Counsel and Defendant's counsel a copy of any objections it receives forthwith. Class Counsel will lodge a copy of any objection with the Court. Only those Class Members who do not submit a Request Not to Participate in Settlement may object to the Settlement. A Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any written objection. In addition to or in lieu of a written objection, Class Members may also appear at the Final Approval Hearing and object orally to the Settlement. If a Class Member fails to object in one of the two methods described herein, the Class Member will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. A Class Member may hire an

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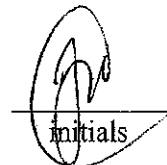
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attorney to appear on his/her behalf at the Final Approval Hearing, at his or her own expense.

- b. **Requests Not to Participate in Settlement.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a completed and signed Exclusion Form (attached as Exhibit C hereto), postmarked no later than the Response Deadline. If the Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any Exclusion Form shall be submitted to the Settlement Administrator by first class mail, postmarked no later than 15 days after the date of re-mailing, or by the Response Deadline, whichever is later. To be effective, any Exclusion Form must be fully completed and signed by the Class Member. If a question is raised about the authenticity of a signed Exclusion Form, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. A Class Member who does not complete and mail a valid Exclusion Form in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Court, and by the Judgment.
 - c. **Report.** The Settlement Administrator will provide Class Counsel and Defendant's Counsel a weekly report with information setting forth the number of objections and the number of Non-Participating Class Members.
5. **No Solicitation of Objection or Request Not to Participate.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. This provision does not foreclose Class Counsel from providing information about the Settlement to any inquiring Class Members.
6. **Additional Briefing and Final Approval.**
- a. Not later than sixteen (16) Court days before the Final Approval Hearing, or another date to be set by the Court, Plaintiff will file, and Defendant agrees not to oppose, a motion for final approval of the Settlement, award of the Class Representative Payment, award of the Class Counsel Fees and Costs Payment, award of the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.

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attorney to appear on his/her behalf at the Final Approval Hearing, at his or her own expense.

- b. **Requests Not to Participate in Settlement.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a completed and signed Exclusion Form (attached as Exhibit C hereto), postmarked no later than the Response Deadline. If the Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any Exclusion Form shall be submitted to the Settlement Administrator by first class mail, postmarked no later than 15 days after the date of re-mailing, or by the Response Deadline, whichever is later. To be effective, any Exclusion Form must be fully completed and signed by the Class Member. If a question is raised about the authenticity of a signed Exclusion Form, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. A Class Member who does not complete and mail a valid Exclusion Form in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Court, and by the Judgment.
 - c. **Report.** The Settlement Administrator will provide Class Counsel and Defendant's Counsel a weekly report with information setting forth the number of objections and the number of Non-Participating Class Members.
5. **No Solicitation of Objection or Request Not to Participate.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. This provision does not foreclose Class Counsel from providing information about the Settlement to any inquiring Class Members.
6. **Additional Briefing and Final Approval.**
- a. Not later than sixteen (16) Court days before the Final Approval Hearing, or another date to be set by the Court, Plaintiff will file, and Defendant agrees not to oppose, a motion for final approval of the Settlement, award of the Class Representative Payment, award of the Class Counsel Fees and Costs Payment, award of the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.

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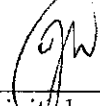
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- b. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of the release to be granted by Participating Class Members), then this Agreement will be null and void and the Parties will have no further obligation hereunder, including any obligation by Defendant to pay the Gross Settlement Amount or any amount that otherwise would have been owed under this Agreement, except that the Parties agree to negotiate in good faith to attempt to amend the Agreement in such a manner that complies with the Court's requirements and is agreeable to the Parties. If the Court does not grant final approval of the Settlement or the Parties are unable to agree on an amendment to the Agreement that complies with the Court's requirements for final approval of the Agreement, then this Agreement will be null and void and the Parties will have no further obligation hereunder, except that Plaintiff and Defendant shall each pay fifty percent (50%) of the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Agreement becomes void under this paragraph. An award by the Court of a lesser amount than that sought for the Class Representative Payment or the Class Counsel Fees and Costs Payment - or an increase in the amount of the PAGA Payment - will not constitute a material change to the Settlement within the meaning of this paragraph.
- c. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Agreement; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as may be appropriate under Court rules or applicable law. Notice of the Judgment shall be posted on the Settlement Administrator's website. Any dispute that arises as to the terms of this Settlement Agreement to be submitted to Henry Bongiovi, the cost of which shall be shared equally by the parties.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment (except as expressly provided herein), including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under California Code of Civil Procedure section 473, and any

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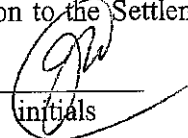
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extraordinary writ. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of the release to be granted by Participating Class Members), and the reviewing Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then Plaintiff and/or Defendant will have the right to void the Settlement, which the voiding Party must do by giving written notice to the other Party, the reviewing Court, and the Court no later than fourteen calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Payment, the Class Counsel Fees and Costs Payment, or the PAGA Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's total payment obligation under the Settlement does not exceed the Gross Settlement Amount. If either Party exercises its right to void the Settlement under this paragraph, then that Party shall be solely responsible for any costs incurred by the Settlement Administrator up until the date the Settlement is voided.
9. **Funding of Settlement.** ~~Within thirty days after the Effective Date, but and no earlier than February 9, 2022, Defendant will provide the Settlement Administrator with the Gross Settlement Amount. If the 15th business day is a weekend or holiday, the deposit shall be made by the next business day thereafter.~~ Commencing within thirty days after the Effective Date, but no earlier than February 15, 2022, Defendant shall commence payments to fund the settlement. The payment shall be in the sum of not less than \$15,000 per month, payable on or before the 15th day of each month until paid in full. If timely paid, no interest shall accrue on the payments. If a payment is more than five (5) days late, Plaintiff shall have the right to give notice to Defendant of nonpayment and Defendant shall have five (5) days from the issuance of the notice to cure the default. If Defendant fails to cure the default within five (5) days, at Plaintiff's election the entire outstanding principal balance shall accelerate and commence accruing interest at the legal rate until paid in full. The Gross Settlement Amount shall be deposited into a Qualified Settlement Fund to be managed by the Settlement Administrator. If after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement

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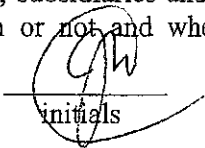
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10. **Timing of Provision of Settlement Shares.** Within fifteen (15) calendar days after its receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will pay the Settlement Shares to Participating Class Members, the Class Representative Payment to Plaintiff, the PAGA Payment, and the Class Counsel Fees and Costs Payment to Class Counsel, minus whatever holdback provision (if any) the Court orders.
11. **Uncashed Settlement Share Checks.**
 - a. A Participating Class Member must cash his or her Settlement Share check within one hundred eighty (180) days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within one hundred fifty (150) days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a postcard informing him or her that unless the check is cashed in the next thirty (30) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
 - b. If any settlement checks are not cashed within one hundred and eighty (180) days after mailing, the remaining residual shall thereafter be paid to the LWDA.
12. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount or a date specified by the Court, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration providing a final report on the disbursements of all funds.

F. Release of Claims.

1. **Participating Class Members.** Upon final approval of the Settlement by the Court, and except as to rights created by this Agreement, Plaintiff and each Participating Class Member fully release and discharge Defendant and its current or former shareholders, officers, directors, employees, managers, members, agents, representatives, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries and any and all related entities whether enumerated herein or not and whether

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enumerated in the litigation or not (hereafter the "Released Parties") from all claims that were pleaded in the Action or could have been pleaded (whether in tort, contract, or otherwise) relating to, concerning, involving and/or pertaining to, directly, indirectly or in any manner whatsoever, any of the facts, allegations or claims in the Action as pled or which could have been pled including, without limitation, any Released Party whether enumerated in the Action or not but which could have been enumerated in the Action should Plaintiff have so chosen, including but not limited to claims for violation of the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, the Fair Labor Standards Act, or any other local, state or federal law relating to, or in connection with, any of the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act that were pleaded in the Action or could have been pleaded relating to any of the facts, allegations or claims in the Action, whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, interest, other monies, or other relief, at any time on or before the date of Preliminary Approval of the Settlement.

2. **Class Counsel.** Upon final approval of the Settlement by the Court, and except as otherwise provided by this Agreement, Class Counsel waives any claim to attorneys' fees and costs against the Released Parties arising from or related to the Action. Except with respect to the Class Counsel Fees and Costs Payment approved by the Court, the Released Parties shall not pay any of Class Counsel's attorneys' fees or costs.
3. **Plaintiff.** Plaintiff waives and releases the Released Parties from all claims, rights, demands, and causes of action, known or unknown, that he ever had or currently has against the Released Parties ("Plaintiffs Released Claims"). With respect to Plaintiff's Released Claims, Plaintiff expressly waives the provisions, rights and benefits of section 1542 of the California Civil Code, which states:

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.

Notwithstanding the foregoing, nothing in this provision or elsewhere in this Agreement shall be construed to release any claims Plaintiff has or may have for workers' compensation or unemployment insurance, or any other claims that may not be released as a matter of law.

- G. **No Effect on Other Benefits.** This Agreement shall not be construed to require Defendant to make any deduction or payment to any insurance, retirement, Redlined 12-20-21

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3. **Plaintiff.** Plaintiff waives and releases the Released Parties from all claims, rights, demands, and causes of action, known or unknown, that he ever had or currently has against the Released Parties ("Plaintiffs Released Claims"). With respect to Plaintiff's Released Claims, Plaintiff expressly waives the provisions, rights and benefits of section 1542 of the California Civil Code, which states:

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.

Notwithstanding the foregoing, nothing in this provision or elsewhere in this Agreement shall be construed to release any claims Plaintiff has or may have for workers' compensation or unemployment insurance, or any other claims that may not be released as a matter of law.

- G. **No Effect on Other Benefits.** This Agreement shall not be construed to require Defendant to make any deduction or payment to any insurance, retirement,
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401(k), profit-sharing or any other employee benefit plan or union relating to any payment of monies under this Settlement. Plaintiff and Participating Class Members will be deemed to have waived all such claims as part of their release of claims under this Agreement. The Wage Portion of the Settlement Shares shall not be considered wages for any purpose unrelated to this Agreement.

H. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant. Since this is a good faith settlement of bona fide disputed claims, the Parties agree that Labor Code Section 206.5 is not applicable.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be: (i) construed as, offered or admitted in evidence for any purpose adverse to Defendant or any of the Released Parties, including but not limited to evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence in any civil, criminal or administrative action or proceeding, except for the purpose of effectuating the Settlement pursuant to this Agreement.
- c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Settlement, and no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or the Settlement other than the representations, warranties, covenants, and inducements expressly set forth in this Agreement.

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3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written agreement signed by all Parties.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties and Participating Class Members.
6. **Applicable Law.** All terms and conditions of this Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices shall be in writing, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the date of facsimile transmission if transmitted during normal working hours (8:30 a.m. to 5:00 p.m.) on a business day, by overnight mail on the date of receipt or the ~~third~~ fifth business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

To Defendant:

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To Plaintiff and the Class:

To Defendant:

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To Plaintiff and the Class:

To Defendant:

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initials

A.S.H

Ruben Escobedo
WORKWORLD LAW CORP.
731 S. Lincoln St.
Santa Maria, CA 93458

Joseph Goldberg
P O Box 120
Nipomo, California 93444
Fax: 805-929-7165

With Simultaneous Copy to:
Peter A. Goldenring
PACHOWICZ | GOLDENRING
6050 Seahawk Street
Ventura, California 93003
Fax: 805-64206702

11. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed to be one and the same instrument.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/20/2022

By: Veronica Gonzalez
Veronica Gonzalez

Dated: _____

By: _____
Perla Gonzalez

Dated: _____

By: _____
Aniceto Sierra Hernandez

Dated: 2-11-2022

LILY'S GREEN GARDEN, INC.

By: John S. Goldberg
Its: Vice President

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initials

Ruben Escobedo
WORKWORLD LAW CORP.
731 S. Lincoln St.
Santa Maria, CA 93458

Joseph Goldberg
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The Parties and their counsel hereby execute this Agreement.

Dated: _____

By: _____
Veronica Gonzalez

Dated: 01 / 19 / 2022
Dated: _____

By:  _____
Perla Gonzalez

Dated: _____

By: _____
Aniceto Sierra Hernandez

LILY'S GREEN GARDEN, INC.

Dated: _____

By: _____

Its: _____

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By: _____
Veronica Gonzalez

Dated: _____

By: _____
Perla Gonzalez

Dated: 01 / 19 / 2022

By: A.S.H.
Aniceto Sierra Hernandez

LILY'S GREEN GARDEN, INC.

Dated: _____

By: _____

Its: _____

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initials

EXHIBIT A
CLASS NOTICE FOR MAILING

NOTICE OF CLASS ACTION SETTLEMENT

Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez v. Lily' Green Garden, Inc.
Santa Barbara County Superior Court
Case No. 20CV02776

If you have worked for Lily's Green Garden, Inc. in California as an hourly-paid employee since April 6, 2016, you could receive money from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit that affects your rights.
- The settlement resolves a class action lawsuit against Lily's Green Garden, Inc. ("Defendant" or the "Company") alleging in sum that Defendant failed to pay wages owed.
- The Court has not decided whether to finally approve the settlement. Payments will be made only after the Court approves the settlement and, in case of an appeal, when the appeal is resolved.
- The decision whether to participate in, request to be excluded from, or object to the settlement is entirely yours. Defendant will not retaliate against anyone for participating (or not participating) in the settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD	Do nothing. Automatically receive your settlement award. Release the wage and hour claims referenced herein. See Sections 25-26 below for more information about your settlement award. See Section 27 below for more information about the release.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	Ask to be excluded. Receive no payment. See Section 11 below.
OBJECT TO THE TERMS OF THE SETTLEMENT	Serve an objection that the settlement is unfair or inadequate. See Section 12 below.

Please read this Notice carefully. It describes your rights, and the steps you have to take, if any, to receive money from the settlement or to exclude yourself from the settlement.

BASIC INFORMATION

1. Why did I receive this Notice?

Defendant's employment records show that you were employed by the Company in California as a non-exempt hourly paid employee at some time after April 6, 2016. A settlement has been reached in a class action lawsuit against Defendant that affects your rights. The Superior Court of California, County of Santa Barbara, which is overseeing this class action, ordered that you be sent this Notice.

2. What is this class action about?

This class action, known as *Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez v. Lily's Green Garden, Inc., Case No. 20CV02776*, alleges that Defendant failed to pay wages owed, failed to provide or pay for heat-illness recovery periods, failed to provide meal-and-rest periods, provided inaccurate wage statements, failed to pay waiting time penalties, and committed unfair competition. It also alleges that, as a result of the foregoing, Defendant is liable for civil penalties under the Private Attorneys General Act ("PAGA").

3. What does Defendant contend?

Defendant denies all of the allegations in the lawsuit. Defendant contends that it has complied with its legal obligations. Defendant also contends that the lawsuit could not be maintained as a class action if it was litigated.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The Class Representative in this lawsuit is Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez. The employees they represent are the "Class" or "Class Members." The Class Representatives and all the Class Members are called the "Plaintiffs." Lily's Green Garden, Inc. is called the "Defendant." One Court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

5. Why is this lawsuit being settled?

After settlement negotiations and the exchange of information and documents, the Class Representative and Defendant have agreed to settle this case. The settlement represents a compromise of disputed claims and is not an admission that Defendant violated the law. The Class Representative and his attorneys believe the settlement is in the best interests of the Class given the risks and expense.

6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is ILYM Group, a third party appointed by the Court to send this Notice, process and issue settlement checks, and otherwise administer the settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment at Defendant, or ask questions regarding the processing of settlement payments. You may contact the Settlement Administrator at:

ILYM GROUP, INC.
14771 Plaza Dr., Unit L
Tustin, CA 92780
Telephone (888) 250-6810

YOUR RIGHTS AND OPTIONS

8. Am I part of this Class?

In preliminarily approving the settlement, the Court has defined the Class to include any and all persons who are or were employed as non-exempt employees by Lily's Green Garden, Inc. in the state of California from April 6, 2016 until [REDACTED] **[PRELIMINARY APPROVAL]**. Records indicate that you are a class member. (If you do not want to be part of this case, read Section 11 below).

9. What does the settlement provide?

The parties have agreed to create a settlement fund to be divided among all Class Members, as discussed below. In return, Class Members who do not timely request to be excluded from the Class will release claims they might have against Defendant that were or could have been raised based on the factual allegations in the lawsuit. For more information about your estimated payment out of the settlement fund and the way it was calculated, see Sections 25-26 below. For more information about the claims being released as part of the settlement, see Section 27 below.

10. How do I participate in the settlement?

You do not need to do anything to participate. You will automatically receive a settlement payment and release claims against Defendant unless you request to be excluded from the settlement.

11. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must complete and sign the enclosed Exclusion Form and mail it to the Settlement Administrator at the address specified above in Section 7. **To be effective, your signed Exclusion Form request must be postmarked no later than <<date>>.**

If you do not complete, sign, and timely mail an Exclusion Form, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid Exclusion Form, you will not receive any money from the settlement and will not be bound by its release of claims.

12. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Any written objection must include: (1) your name, address, and phone number; (2) the case name and number of this lawsuit; (3) all factual and legal reasons why you object to the settlement; (4) any documents you contend support your objection; (5) a list of any witnesses you contend support your objection; and (6) your dated signature. **To be effective, any written objection must be postmarked no later than <<date>>. Do not telephone the Court or Defendant's counsel.**

You may also object by appearing in person at the Final Approval Hearing, scheduled for _____, 2021 at _____, in Department 21 of the Santa Barbara County Superior Court, located at 1221 Oak Street, Oakland, California 94612.

If the Court rejects your objection, you will be bound by the terms of the settlement and you will not be able to exclude yourself from the settlement.

13. When is the final approval hearing?

A final approval hearing on the fairness and adequacy of the proposed settlement will be held on _____, 2021, at _____m. in Department 21 of the Superior Court of California for the County of Santa Barbara, located at 1221 Oak Street, Oakland, California 94612. The final approval hearing may be continued without further notice. If the settlement is not approved, the lawsuit will continue.

14. When will I receive my payment?

Payments will be sent approximately 75 days after the Court gives the settlement its final approval, unless an appeal is filed. If an appeal is filed, payments will be delayed until all appeals are finally resolved in favor of the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has determined that Ruben Escobedo of Workworld Law Corp. is qualified to represent you and all Class Members, and has appointed him as "Class Counsel." He is experienced in handling similar cases. His contact information is at the end of this Notice.

16. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying that lawyer.

17. How will Class Counsel be paid?

You do not have to pay Class Counsel's fees and costs. The fees and costs that the Court approves will be paid by Defendant as part of the Gross Settlement Amount. More information about the attorneys' fees and costs is contained in Section 20 below.

TERMS OF THE SETTLEMENT

18. What has Defendant agreed to do?

Defendant has agreed to pay a total of \$50,000.00 (the "Gross Settlement Amount"), which includes the payments to the Class Members, the Class Representative Payment, Class Counsel's Attorney's Fees and Costs, the PAGA Payment, and the Settlement Administrator's fees and costs incurred in administering the Settlement. The "Net Settlement Fund" that will be distributed to the Class Members is the amount of the Gross Settlement Amount, minus the Class Representative Payment, the Class Counsel's Fees and Costs Payment, the PAGA Payment, and the Settlement Administrator's Payment.

19. What is a "Class Representative Payment"?

In class actions such as this one, a Court may provide the class representative a "Class Representative Payment" in recognition of the time, effort, and risks the Class Representative took to prosecute the class action. In the present case, the Settlement provides that Plaintiff will request the Court approve a Class Representative Payment of up to \$5,000.00.

20. How much is the Class Counsel fee and expense award?

Class Counsel will ask the Court to receive up to \$16,666.66 (one-third of the Gross Settlement Amount) to pay for the attorneys' fees incurred in connection with their work in this case, together with up to \$3,000.00 in reasonable costs incurred. Class Members are not personally liable for any fees and costs.

21. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately up to \$2,500.00 to fully administer the settlement.

22. What is the PAGA Payment?

Under the Settlement, \$1,000 has been set aside to resolve Plaintiff's claim that Defendant is liable for civil penalties under the PAGA. Pursuant to the PAGA, 75% of that amount, or \$750, will be paid to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$250, will be paid to Participating Class Members as part of the Net Settlement Fund.

23. How will the Net Settlement Fund be distributed to Class Members?

The Net Settlement Fund will be distributed to Class Members as follows:

- The Net Settlement Fund will be distributed to each Participating Class Member *pro rata* based on the number of workweeks worked by each Participating Class Member between April 6, 2016, and [PRELIMINARY APPROVAL]. Participating Class Members who worked more weeks during this period than others will receive a larger share; Participating Class Members who worked fewer weeks during this period than others will receive a smaller share.
- If any settlement checks are not cashed within 180 calendar days after mailing, that money will be paid to the LWDA.

24. Will I have to pay taxes on my award?

One-third of your award will be considered to be wages and will be reported on IRS Form W-2 with all appropriate taxes withheld. The rest of your award will be reported on IRS Form 1099 as payment of interest and penalties.

You are responsible for the proper income tax treatment of your Settlement Share. You should consult a tax professional for more information about your own specific situation and the tax consequences of your settlement award. Neither the Settlement Administrator, Class Representative, Class Counsel, Defendant, nor Defendant's counsel can provide you with tax advice.

25. How will my share of the settlement be calculated?

The Net Settlement Fund will be apportioned among the Class Members based on the number of workweeks worked between April 6, 2016, and [PRELIMINARY APPROVAL]. An individual settlement payment for each Participating Class Member will then be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the total number of workweeks all Participating Class Members worked as an hourly-

paid employee between April 6, 2016, and [REDACTED] [PRELIMINARY APPROVAL] and the denominator of which is the total number of workweeks worked by all Participating Class Members as hourly-paid employees during the Class Period.

According to Defendant's records, you worked _____ workweeks between April 6, 2016, and [REDACTED] [PRELIMINARY APPROVAL]

If the information above is incorrect and you wish to correct the information, you must submit a signed, written statement explaining why you dispute this information. Attach copies (not originals) of any relevant documents supporting your dispute. You must mail the signed and completed statement to the Settlement Administrator at the address set forth above in Section 7 no later than [REDACTED] **If your signed and completed statement is not postmarked by that date, you will not be able to dispute the calculation of your settlement share.** After consultation with you, Class Counsel, and Defendant, the Settlement Administrator will attempt to resolve any dispute. Any dispute that cannot be resolved informally will be resolved by the Court.

26. What is my estimated share of the settlement?

Based on the records supplied to the Settlement Administrator, your **estimated** settlement award is \$ [REDACTED]. Please note that this amount may change depending on various factors, including the number of Class Members, if any, who request to be excluded from the settlement.

RELEASE OF CLAIMS

27. What claims are being released as part of the settlement?

Upon final approval of the Settlement by the Court, and except as to rights created by this Agreement, Plaintiff and each Participating Class Member fully release and discharge Defendant and its current or former shareholders, officers, directors, employees, members, agents, representatives, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries and related entities (hereafter the "Released Parties") from all claims that were pled in the Action or could have been pled (whether in tort, contract, or otherwise) relating to any of the facts, allegations or claims in the Action, including but not limited to claims for violation of the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, the Fair Labor Standards Act, or any other local, state or federal law relating to, or in connection with, any of the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act that were pled in the Action or could have been pled relating to any of the facts, allegations or claims in the Action, whether for unpaid wages, economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, interest, other monies, or other relief, at any time on or before the date of Preliminary Approval of the Settlement.

FINAL SETTLEMENT APPROVAL HEARING

28. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department SM4 of the Superior Court of California for the County of Santa Barbara, located at 312 E. Cook St., Santa Maria, CA 93454, on January __, 2022 at 8:30 a.m., to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs, the Class Representative Payment, the PAGA payment, and the Settlement Administrator's payment.

It is not necessary for you to appear at this hearing. You may appear and speak at the hearing if you want to do so. Any attorney who will represent you must file a notice of appearance with the Court and serve the notice of appearance on Class Counsel and counsel for Defendant on or before **<<RESPONSE DEADLINE>>**. If you choose to hire your own attorney, you will be solely responsible for the fees and costs of that attorney.

The Final Settlement Approval hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue. Notice of the final judgment will be posted on the Settlement Administrator's website, www.ilymgroup.com.

FURTHER INFORMATION

29. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. For the Settlement's complete terms and conditions, please consult the Settlement Agreement that was filed with the Court. You may do so by inspecting the Court's files and the Settlement Agreement at the Office of the Clerk of the Santa Barbara County Superior Court, located at 312 E. Cook St., Santa Maria, CA 93454, during regular court hours. You may also contact Class Counsel using the contact information listed below for more information.

If you have more questions about this Notice or the lawsuit, you can contact Class Counsel at:

Ruben Escobedo
WORKWORLD LAW CORP.
731 S. Lincoln Street
Santa Maria, CA 93458
Telephone: (805) 335-2476
Facsimile: (805) 892-6213
ruben@workworldlaw.com

**PLEASE DO NOT TELEPHONE OR WRITE THE COURT, THE OFFICE OF THE
CLERK, DEFENDANT OR ITS COUNSEL FOR INFORMATION REGARDING THIS
SETTLEMENT**

EXHIBIT B
[ENVELOPE FOR MAILING CLASS NOTICE]

(Name of Settlement
Administrator
Street Address
City, State, Zip)

<<Name>>
<<Address>>
<<City>>, <<State>>
<<Zip Code>>

Court-Ordered Class Action Notice Inside
Your Rights Could Be Affected by a Class Action
Settlement in *Gonzalez v. Lily's Green Garden, Inc.*

EXHIBIT C
[EXCLUSION FORM]

REQUEST FOR EXCLUSION FORM

Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez v. Lily's Green Garden, Inc.
Santa Barbara County Superior Court
Case No.: 20CV02776

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

ILYM GROUP
GONZALEZ V. LILY'S GREEN GARDEN, INC.
SETTLEMENT ADMINISTRATOR
ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled Veronica Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez v. Lily's Green Garden, Inc., Santa Barbara County Superior Court Case No. 20CV02776.

I WISH TO BE EXCLUDED FROM THE CLASS IN THE GONZALEZ V. LILY'S GREEN GARDEN, INC. SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.

Name

Telephone Number

Address

Dated

Signature

Last Four Digits of Social Security Number _____