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

MARIO CRUZ and BENITO MAYO JJON, as
aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”), on behalf of
the State of California and other aggrieved
employees,

Plaintiffs,

vs.

BEMUS LANDSCAPE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2105787

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Bernardino (“Court”), Plaintiffs Mario Cruz, Benito Mayo Jijon, and Samuel Dominguez (“Plaintiffs”) and Defendant Bemus Landscape, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Cruz v. Bemus Landscape, Inc.*, Case No. CIVSB2105787 (San Bernadino County Superior Court) and *Dominguez v. Bemus Landscape, Inc.*, Case No. CIVSP2112488 (San Bernardino County Superior Court) (the “Actions”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Cruz v. Bemus Landscape, Inc.*, Case No. CIVSB2105787 (San Bernadino County Superior Court) and *Dominguez v. Bemus Landscape, Inc.*, Case No. CIVSP2112488 (San Bernardino County Superior Court).
2. “Aggrieved Employees” means all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from December 11, 2019 through December 8, 2021.
3. “Court” means the Superior Court for the State of California, County of San Bernardino.
4. “Effective Date” refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of San Bernardino and (ii.) the Court’s Judgment approving the Settlement becomes Final. If there is an appeal of the Court’s Judgment, the date of the Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.
5. “LWDA” means the California Labor and Workforce Development Agency.

6. “Maximum Settlement Amount” means the maximum settlement amount of Six Hundred Seventy Five Thousand Dollars (\$675,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Actions, which includes all payments to Aggrieved Employees, Plaintiffs, Plaintiffs’ Counsel (Attorneys’ Fees and Costs), the LWDA, and the Settlement Administrator.

7. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq.

8. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Attorneys’ Fees and Costs, Service Awards, and Settlement Administrator Costs.

9. “Plaintiffs’ Counsel” means Capstone Law APC and Lavi & Ebrahimian, LLP.

10. “Released Parties” shall mean Defendants and all of their respective subsidiary companies, affiliates, joint employers, staffing companies, holding companies, predecessors, successors, partners, shareholders, insurers, legal representatives, assigns, employees, independent contractors, officers, directors, attorneys, agents and entities, parties or other representatives of any kind.

11. “Service Awards” means the amounts to be paid to Plaintiffs Cruz, Jijon and Dominguez as payment for their service on behalf of the LWDA and Aggrieved Employees and for general releases of all claims arising out of their employment with Defendant.

12. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the Settlement Period.

13. “Settlement Administrator” refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM Group, Inc., to administer the Settlement, at an estimated cost not to exceed Ten Thousand Dollars (\$10,000).

14. “Settlement Period” means December 11, 2019 through December 8, 2021.

TERMS

15. Maximum Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay a maximum amount of Six Hundred Seventy Five Thousand

Dollars (\$675,000) ("Maximum Settlement Amount"), which represents the maximum amount payable in this Settlement by Defendant, and includes attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

16(a) the Settlement Administrator will calculate based on Defendants' records: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

16(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:

$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

16(c) Defendants' records shall be determinative for purposes of calculating the number of pay periods worked and any payments to Aggrieved Employees.

16(d) Plaintiffs have entered into this Settlement based on Defendant's representation that Aggrieved Employees worked during a combined total of approximately 34,932 pay periods from December 11, 2019 to November 22, 2021.

16(e) Prior to disbursement of any funds, the Settlement Administrator will provide a disbursement summary of the calculations for the Service Awards,

1 Plaintiffs' attorneys' fees, litigation costs and expenses, payment to the
2 LWDA, the Settlement Administration Costs and individual payments to the
3 Aggrieved Employees for review and approval by Plaintiffs' Counsel and
4 Defense Counsel.

5 17. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
6 motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Two Hundred Twenty Five
7 Thousand Dollars (\$225,000), plus the reimbursement of all out-of-pocket costs and expenses associated
8 with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees,
9 investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be
10 paid from the Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to
11 Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

12 18. Service Awards. For general releases of all claims Plaintiffs may have against Defendant
13 arising out of their employment, separation from employment, and for their service on behalf of the
14 LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion
15 by Plaintiffs for a service award of up to Ten Thousand Dollars (\$10,000), each ("Service Awards"). The
16 Service Awards will be subject to Court approval.

17 19. Release by Plaintiffs. In addition to the Settled Claims, upon the Effective Date, Plaintiffs
18 will be deemed to have fully and generally released and discharged Defendant from any and all claims,
19 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been
20 asserted against Defendant arising out of, or relating to, Plaintiffs' employment with Defendant or
21 termination thereof, including but not limited to claims for breach of any implied or express contract or
22 covenant, claims for promissory estoppel, claims to entitlement to any pay, wages, restitution, penalties,
23 retaliation, defamation, discrimination, harassment or wrongful termination of employment, claims of
24 wrongful denial of insurance and employee benefits (except worker' compensation benefits), claims for
25 failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional
26 distress, assault/battery, or other common law or tort matters, claims under Title VII of the Civil Rights Act
27 of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, Section 1981 of the Civil Rights
28 Act of 1866, age discrimination under the Age Discrimination in Employment Act, as amended by the

Older Workers Benefit Protection Act; the Family and Medical Leave Act, the California Family Rights Act, claims for unfair competition, claims based on legal restrictions on Defendants' right to terminate, not to hire or promote employees, or to change an employee's compensation, and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief or any other claims arising under the Fair Labor Standards Act, California Labor Code, California Business and Professions Code or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages, (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA and the Employee Retirement Income Security Act ("ERISA"). This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

This general release and waiver of rights under California Civil Code Section 1542 shall include any and all claims based on conduct or omissions that occurred at any time prior to the date of entry of an order by the Court in this Action approving this Settlement.

20. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party Settlement Administrator. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF"), preparing calculations and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement Amount. The Settlement Administration Costs will include but are not limited to all fees and costs for postage, envelopes, computer searches to locate addresses, translation services, expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual Aggrieved Employees, any costs associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for Aggrieved Employees and any other related fees and costs (the "Settlement Administrative Costs") Settlement Administration Costs are estimated at Six Thousand Two Hundred and Fifty Dollars (\$6,250). Any reductions by the Court or any unused amount shall revert to the PAGA Penalties Fund.

21. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

22. List of Aggrieved Employees. Within twenty (20) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments. The contact information and Social Security numbers ("private information") are being provided confidentially to the Settlement Administrator only and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the private information

23. Funding of the Settlement. The Settlement Administrator shall establish a Qualified

1 Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering
2 the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own
3 Employer ID Number and calculate all settlement checks with withholdings required under law based on
4 information that will be confidentially furnished by Defendants. There are no payroll deductions to be
5 calculated under this Settlement, since no part of the Settlement will be classified as wages.

6 24. Within twenty (20) calendar days after the Effective date, Defendant will deposit the
7 Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within ten
8 (10) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to:
9 (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs'
10 Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax
11 forms for all payments issued under this Settlement. As indicated above in section 16(e), prior to
12 disbursement of any funds, the Settlement Administrator will provide a disbursement summary of the
13 calculations for the Service Awards, Plaintiffs' attorneys' fees, litigation costs and expenses, payment to the
14 LWDA, the Settlement Administration Costs and individual payments to the Aggrieved Employees for
15 review and approval by Plaintiffs' Counsel and Defense Counsel.

16 25. Settlement Payments to Aggrieved Employees. Within ten (10) days after the Maximum
17 Settlement Amount is fully funded, the Settlement Administrator will issue each Aggrieved Employee one
18 check for his or her share of the PAGA Penalties Fund along with an explanatory letter written in English
19 and Spanish which will be mutually approved by the parties. Prior to mailing, the Settlement Administrator
20 will perform a search based on the National Change of Address Database for information to update and
21 correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before
22 the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
23 address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly
24 attempt to determine the correct address using a skip-trace, or other search using the name, address or
25 Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
26 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
27 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
28 tendered to the LWDA. All settlement payments to Aggrieved Employees will be treated as miscellaneous

1 income for which a 1099 will be issued. The Settlement Administrator shall maintain a list of the postmark
2 date for the original mailing of the Settlement Payments to Aggrieved Employees, the postmark date of any
3 subsequent mailing to any Aggrieved Employees and a list of Aggrieved Employees who did not receive
4 the payment due to the inability to locate a valid address using the procedures described herein or who
5 otherwise could not be located within two attempts of mailing.

6 26. Settlement Payment to the LWDA. Within ten (10) days after the Maximum Settlement
7 Amount is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to
8 seventy-five percent (75%) of the PAGA Penalties Fund, or as otherwise directed by the Court.

9 27. Settlement Payment to Plaintiffs' Counsel. Within ten (10) days after the Maximum
10 Settlement Amount is fully funded, the Settlement Administrator shall distribute to the Plaintiffs' Counsel
11 their court-approved Attorneys' Fees and Costs.

12 28. Settlement Payment to Plaintiffs. Within ten (10) days after the Maximum Settlement
13 Amount is fully funded, the Settlement Administrator shall distribute to Plaintiffs their court-approved
14 Service Awards.

15 29. Settlement Administration Payment. Within ten (10) days after the Maximum Settlement
16 Amount is fully funded, the Settlement Administrator shall deduct an amount equivalent to the Settlement
17 Administrative Costs (not to exceed Ten Thousand Dollars (\$10,000)).

18 30. Settled Claims. Upon entry of the Order and Judgment, the LWDA, Plaintiffs and all
19 Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims
20 during the Settlement Period. As a result of this release, the Aggrieved Employees will be unable to bring
21 any claim encompassed by the Settled Claims that took place during the PAGA Period. Aggrieved
22 Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims
23 by virtue of this Settlement.

24 31. Tax Treatment and Tax Indemnification. Aggrieved Employees will assume any tax
25 obligations or consequences which may arise from this Settlement. Aggrieved Employees release all
26 claims that they have or may have against Defendants for any claims, demands, deficiencies, levies,
27 assessments, executions, judgments, penalties, taxes indemnification and any other recoveries related to
28 any payments made under this Settlement or any compensation provided at any time by Defendants or any

1 of the Released Parties. If any state or federal taxing authority contacts, investigates or pursues any action
2 against any Aggrieved Employees for their individual share of taxes related to any payments made under
3 this Settlement or any compensation provided at any time by Defendants or any of the Released Parties,
4 each Aggrieved Employee shall be responsible for their own defense of and payment for any claim of
5 unpaid taxes, interest or penalties brought by any state or federal taxing authority for the Aggrieved
6 Employee's share of any state or federal tax obligation. If an Aggrieved employee has questions about any
7 liability to any state or federal taxing authority, they shall contact the Settlement Administrator or Plaintiffs'
8 Counsel. The Aggrieved Employees shall not contact Defendants, any of the Released Parties or Defense
9 Counsel.

10 32. No Right to Exclusion or Objections by Aggrieved Employees. Because this settlement
11 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
12 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved
13 Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be
14 bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he
15 or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved
16 Employee has the right to object to the terms of the Settlement Agreement.

17 33. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
18 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
19 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
20 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
21 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
22 which any Aggrieved Employee may be entitled under any benefit plans.

23 34. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
24 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
26 herein released and discharged.

27 35. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
28 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then

1 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and
2 the Parties will be returned to their original respective positions.

3 36. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
4 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
5 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
6 as may be appropriate under court rules or as set forth in this Settlement.

7 37. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
8 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
9 on the Parties.

10 38. Amendment or Modification. This Settlement Agreement may be amended or modified
11 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
12 Parties.

13 39. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
15 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
16 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
17 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
18 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
19 agreement on the form or content of any document needed to implement the Settlement, or on any
20 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
21 may seek the assistance of the Court to resolve such disagreement.

22 40. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
23 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24 41. California Law Governs. All terms of this Settlement Agreement will be governed by and
25 interpreted according to the laws of the State of California.

26 42. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
27 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
28 counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned

copies of the signature pages, will be deemed to be one and the same instrument.

43. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

44. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

45. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

46. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

47. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

48. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

49. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all

1 Parties have contributed to the preparation of this Settlement Agreement.

2 50. Representation By Counsel. The Parties acknowledge that they have been represented by
3 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
4 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

5 51. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
7 Agreement.

8 52. Binding Agreement. The Parties warrant that they understand and have full authority to
9 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
10 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
11 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
12 under federal or state law.

13 53. Denial of Liability. The Parties expressly recognize that the making of this agreement does
14 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in
15 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
16 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
17 Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
18 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
19 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
20 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
21 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
22 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
23 connection therewith.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 1/27/2022

DocuSigned by:

Mario Cruz

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Mario Cruz

PLAINTIFF

Dated: 1/31/2022

DocuSigned by:

Benito

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Benito Mayo Jijon

PLAINTIFF

Dated: _____

Samuel Dominguez

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Benus Landscape, Inc.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Mario Cruz

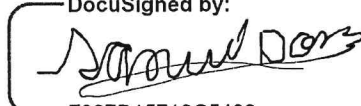
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Dated: _____

Benito Mayo Jijon

PLAINTIFF

Dated: enero 24, 2022

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Samuel Dominguez

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Bemus Landscape, Inc.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Mario Cruz

PLAINTIFF

Dated: _____

Benito Mayo Jijon

PLAINTIFF

Dated: _____

Samuel Dominguez

DEFENDANT

Dated: 1/25/22

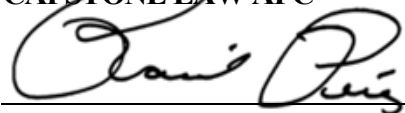


[Name of Authorized Signatory]
Bemus Landscape, Inc.
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APPROVED AS TO FORM

CAPSTONE LAW APC



Dated: February 1, 2022

Raul Perez

LAVI & EBRAHIMIAN

Dated: _____

Joseph Lavi

LIGHT GABLER

Dated: _____

Monnett De La Torre

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez

LAVI & EBRAHIMIAN

Dated: 2/1/2022

Joseph Lavi

LIGHT GABLER

Dated: _____

Monnett De La Torre

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez

LAVI & EBRAHIMIAN

Dated: _____

Joseph Lavi

LIGHT GABLER

Dated: 2/1/2022



Monnett De La Torre