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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

FAUSTO PALMA CAMARGO, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

PARADISE LANDSCAPE, a California
corporation; LORA VAN DEN HEUVEL, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:22CV00203

Case No.:22CV00658

[Assigned for all purposes to Hon. Syda
Kosofsky Cogliati, in Dept. 5]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 26, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Fausto Palma Camargo, individually and on behalf of the putative class and aggrieved
3 employees ("Plaintiff"), and Paradise Landscape ("Paradise") and Lora Van Den Heuvel ("Van
4 Den Heuvel", and together with Paradise, "Defendants"). The Agreement refers to Plaintiff and
5 Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants, captioned *Fausto Palma Camargo v. Paradise Landscape, et al.*, Case No.
9 22CV00203, initiated on January 26, 2022, (the "Class Action") and *Fausto Palma Camargo v.*
10 *Paradise Landscape, et al.*, Case No. 22CV00658, initiated on April 1, 2022 (the "PAGA Action"
11 and, together with the Class Action, the "Actions"), and pending in Superior Court of the State
12 of California, County of Santa Cruz.

13 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
14 neutral entity the Parties have agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendants,
20 either directly or through any subsidiary, staffing agency, or professional employer organization,
21 as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

22 1.5. “Class,” “Class Members,” or “Settlement Class Members” means all persons currently
23 or formerly employed by Defendants, either directly or through any subsidiary, staffing agency,
24 or professional employer organization, as non-exempt, hourly-paid employees during the Class
25 Period in the State of California.

26 1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of
27 Bibiyan Law Group, P.C.

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

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. “Class Notice” means the court approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as EXHIBIT A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from January 26, 2018, through April 16, 2024.

1.13. “Class Representative” means the named Fausto Palma Camargo in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Santa Cruz.

1.16. “Defendants” means Paradise Landscape and Lora Van Den Heuvel.

1.17. “Defense Counsel” means Vincent Fisher and Eleno Gonzalez of O’Hagan Meyer LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the

1 latest of the following occurrences: (a) if no Participating Class Member objects to the
2 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
3 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
4 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
5 affirms the Judgment and issues a remittitur.

6 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
8 of the Settlement.

9 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
10 Approval.

11 1.22. “Gross Settlement Amount” means \$150,000.00 (One Hundred Fifty Thousand Dollars
12 and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except
13 as provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage
14 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
15 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
16 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
17 Administrator’s Expenses Payment.

18 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
19 Net Settlement Amount calculated according to the number of Workweeks worked during the
20 Class Period.

21 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
22 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
23 Period.

24 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

25 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
26 entitled, under Labor Code section 2699, subd. (i).

27 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
28 under Labor Code section 2699, subd. (i).

1 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
5 paid to Participating Class Members as Individual Class Payments.

6 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
9 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
10 (as applicable), and termination dates (as applicable).

11 1.31. “PAGA Period” means the period from January 27, 2021 through the end of the Class
12 Period.

13 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

14 1.33. “PAGA Notice” means plaintiff’s January 27, 2022 letter to defendants and the LWDA,
15 providing notice pursuant to Labor Code section 2699.3 subd. (a).

16 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
17 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to
18 the LWDA (\$7,500.00) in settlement of PAGA claims.

19 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Settlement.

21 1.36. “Plaintiff” means Fausto Palma Camargo the named plaintiff in the Action.

22 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
23 Settlement.

24 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
25 and Approval of PAGA Settlement.

26 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
27 below.

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1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendants, Defendants’ past and current officers (including, but not limited to, Larry Van Den Heuvel, Jennifer Van Den Heuvel, and Joshua Van Den Heuvel), any potential joint employers, and any and all of Defendants’ affiliated companies and parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendants’ behalf), predecessors, successors, and assigns.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail his or her challenge to their calculation of Workweeks; or (c) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during the Class Period in which a Settlement Class Member worked for Defendants at least one day, using Paradise's payroll data to establish hire dates, termination dates, and rehire dates, as applicable.

2. RECITALS

2.1. On January 26, 2022, Plaintiff filed a class action complaint in Superior Court of California for the County of Santa Cruz, Case Number 22CV00203, against Defendants alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal breaks or compensation in lieu thereof; (4) failure to provide rest breaks or compensation in lieu

thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) Unfair competition (the “Class Action”).

2.2. Also on January 27, 2022, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violation (“PAGA Notice”).

2.3. On April 1, 2022, after 64 days passed, Plaintiff filed a separate representative action under PAGA in the Superior Court of California for the County of Santa Cruz, Case No. 22CV00658, seeking civil penalties under PAGA and/or allegations in the notice letter (the “PAGA Action”).

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

2.5. In anticipation of mediation, Defendants agreed to informally produce the following: (a) payroll records for all 29 Class Members, representing 3,669 workweeks from January 26, 2018 to the date of mediation; (b) time sheets for all 29 Class Members, spanning the entire Class Period up through the date of mediation; (c) Plaintiff’s personnel files and wage statements; (d) Class data points, including the number of terminated/separated Class Members in the waiting time penalty period through the date of mediation, the number of aggrieved employees (current and former), and the number of current employees who signed arbitration agreements; (d) All relevant policy documents, including any Employee Handbooks.

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On April 16, 2024, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.). The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Actions.

2.8. As part of the Settlement, the Parties agree to stipulate to Plaintiff filing an amended complaint in the Class Action that effectively consolidates the allegations of the Class Action and the PAGA Action within the Class Action for the purpose of settlement approval (“First

Amended Complaint”). Upon the acceptance of the filing of the amended complaint, Plaintiff shall dismiss the PAGA Action without prejudice.

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$150,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
2 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
3 Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
5 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
6 Agreement, is currently estimated to be \$52,500.00 and a Class Counsel Litigation
7 Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests
8 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
9 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
10 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
11 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
12 than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
14 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
15 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
16 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
17 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
18 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
19 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
20 or controversy regarding any division or sharing of any of these Payments. There will
21 be no additional charge of any kind to either the Settlement Class Members or request
22 for additional consideration from Defendants for such work unless, Defendants
23 materially breach this Agreement, including any term regarding funding, and further
24 efforts are necessary from Class Counsel to remedy said breach, including, without
25 limitation, moving the Court to enforce the Agreement. Should the Court approve
26 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
27 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
28 Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$4,500.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility
17 and liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for distribution
22 to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
25 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual
26 PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties \$2,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 29 Class Members who collectively worked a total of 4,182 Workweeks, and 23 Aggrieved Employees who worked a total of 989 PAGA Pay Periods.

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

4.3. Funding of Gross Settlement Amount. Defendants shall make payment of the Gross Settlement Amount (as the same may be increased pursuant to Paragraph 8.1 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section

1.468B-1 for deposit in an interest-bearing Qualified Settlement Fund (“QSF”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders, and subject to the conditions described herein. Defendants shall make payment of the Gross Settlement Amount in two (2) “Installment Payments” as follows: (1) \$75,000.00, plus the Employer Taxes associated with this amount, shall be paid no later than fourteen (14) days after the Effective Date (the “First Installment Payment”); (2) \$75,000.00, plus the Employer Taxes associated with this amount, plus any amount in excess of \$150,000.00 should the Gross Settlement Amount be increased pursuant to Paragraph 8.1 below, and plus the Employer Taxes associated with this amount, shall be paid no later than one hundred eighty (180) days after the first Installment Payment (the “Second Installment Payment”).

4.4. Payments from the Gross Settlement Amount. Within seven (7) days after Defendants fully fund the Gross Settlement Amount and Employer Taxes associated with the Wage Portion of the Individual Class Payments, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments. All interest accrued shall be for the benefit of the Class Members and distributed on a pro rata basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator

1 will send checks for Individual PAGA Payments to all Aggrieved Employees including
2 Non-Participating Class Members who qualify as Aggrieved Employees (including
3 those for whom Class Notice was returned undelivered). The Administrator may send
4 Participating Class Members a single check combining the Individual Class Payment
5 and the Individual PAGA Payment. Before mailing any checks, the Settlement
6 Administrator must update the recipients' mailing addresses using the National Change
7 of Address Database.

8 4.4.2. The Administrator must conduct a Class Member Address Search for all other
9 Class Members whose checks are returned undelivered without USPS forwarding
10 address. Within 7 days of receiving a returned check the Administrator must re-mail
11 checks to the USPS forwarding address provided or to an address ascertained through
12 the Class Member Address Search. The Administrator need not take further steps to
13 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
14 The Administrator shall promptly send a replacement check to any Class Member whose
15 original check was lost or misplaced, requested by the Class Member prior to the void
16 date.

17 4.4.3. Payment will be made to the Settlement Class based on the following formula:
18 prorated distribution based on the number of workweeks worked during the Class Period
19 as a percentage of the payments to members of the Settlement Class, provided that every
20 Settlement Class Member will be credited at least one workweek. The PAGA Settlement
21 Sum shall be distributed based on the number of paychecks received during the PAGA
22 Period as a percentage of the payments to alleged aggrieved employees, provided that
23 every alleged aggrieved employee will be credited at least one pay period.

24 4.4.4. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
26 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
27 at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in
28 Santa Cruz County.

1 4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall
2 not obligate Defendants to confer any additional benefits or make any additional
3 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
4 specified in this Agreement.

5 4.4.6. The Settlement Administrator shall prepare a report regarding the distribution plan
6 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the
7 Court by Class Counsel along with a proposed amended judgment that is consistent with
8 the provisions of Code of Civil Procedure section 384.

9 **5. RELEASE OF CLAIMS**

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

14 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
16 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
17 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
18 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
19 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
20 Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits, that arose at any time, or based
23 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
24 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
25 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
26 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

27 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.1.1.1 However, the foregoing Plaintiff's Release, including waiver of California Civil Code section 1542, expressly excludes claims for violations of the California Fair Employment and Housing Act, wrongful termination and related claims, wrongful termination in violation of public policy, violations of the California Family Rights Act, and associated claims for damages.

5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal breaks or compensation in lieu thereof; (4) failure to provide rest breaks or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) Unfair competition arising out of the Labor Code violations referenced in the Operative Complaint.

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

5.4. Release of PAGA Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative

Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

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

of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, Administrator, and Cy Pres Recipient.

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

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

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

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

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
3 468B-1.

4 7.4. Notice to Class Members

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the
7 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
8 Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members
11 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
12 the Class Notice with Spanish translation, substantially in the form attached to this
13 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
14 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
15 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
16 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
17 update Class Member addresses using the National Change of Address database.

18 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
19 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
20 using any forwarding address provided by the USPS. If the USPS does not provide a
21 forwarding address, the Administrator shall conduct a Class Member Address Search,
22 and re-mail the Class Notice to the most current address obtained. The Administrator
23 has no obligation to make further attempts to locate or send Class Notice to Class
24 Members whose Class Notice is returned by the USPS a second time.

25 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
26 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
27 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
28 notice is re-mailed. The Administrator will inform the Class Member of the extended

1 deadline with the re-mailed Class Notice.

2 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
3 discovers any persons who believe they should have been included in the Class Data
4 and should have received Class Notice, the Parties will expeditiously meet and confer,
5 and in good faith, in an effort to agree on whether to include them as Class Members.
6 If the Parties agree, such persons will be Class Members entitled to the same rights as
7 other Class Members, and the Administrator will send, via email or overnight delivery,
8 a Class Notice requiring them to exercise options under this Agreement not later than
9 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
10 ever are later.

11 7.5. Requests for Exclusion (Opt-Outs).

12 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
13 must send the Administrator, by mail, a signed written Request for Exclusion not later
14 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
15 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
16 from a Class Member or his/her representative, signed by the Class member, that
17 reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, signature, last four digits of the
19 Class Member's Social Security Number, address, and email address or telephone
20 number. To be valid, a Request for Exclusion must be timely postmarked by the
21 Response Deadline.

22 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
23 fails to contain all the information specified in the Class Notice. The Administrator
24 shall accept any Request for Exclusion as valid if the Administrator can reasonably
25 ascertain the identity of the person as a Class Member and the Class Member's desire
26 to be excluded. The Administrator's determination shall be final and not appealable or
27 otherwise susceptible to challenge. If the Administrator has reason to question the
28 authenticity of a Request for Exclusion, the Administrator may demand additional proof

of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

7.5.5. Notwithstanding any other provision of this Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the settlement if ten percent (10%) or more of the Settlement Class Members make a valid request to be excluded from the class settlement.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay

Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. The Participating Class Member's written objection should include the objector's name, signature, the last four digits of their Social Security Number, address, email address or telephone number, and a statement of whether the objector plans to appear at the Final Approval Hearing, along with whatever legal authority, if any, the objector asserts in support of their objections. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class

1 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
3 the Final Approval and the Judgment. The Administrator will also maintain and monitor
4 an email address and a toll-free telephone number to receive Class Member calls and
5 emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
8 Not later than 5 days after the expiration of the deadline for submitting Requests for
9 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
10 containing (a) the names and other identifying information of Class Members who have
11 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
12 other identifying information of Class Members who have submitted invalid Requests
13 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
14 (whether valid or invalid).

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the number
17 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to
19 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
20 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
21 Weekly Reports must include provide the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
23 received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Administrator’s decision shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
3 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
4 due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid),
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class
10 Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At
15 least 7 days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its disbursement of all payments required under this Agreement. Class
18 Counsel is responsible for filing the Administrator's declaration in Court.

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

20 Based on its records, Defendants estimate that, as of the date of this Settlement
21 Agreement, (1) there are 29 Class Members and 4,182 Total Workweeks during the Class Period
22 and (2) there are 23 Aggrieved Employees who worked 989 Pay Periods during the PAGA
23 Period.

24 8.1. Increase in Workweeks. Defendants represent that there are no more than 4,182
25 Workweeks worked during the Class Period. If the actual number of the total Workweeks in the
26 Class Period exceeds 10% (ten percent) more than 4,182, or 4,601 Workweeks, Defendants, at
27 their sole discretion, will either: (1) increase the Gross Settlement Amount proportionally by the
28 Workweeks in excess of 4,601, multiplied by the Workweek Value. The Workweek Value shall

1 be calculated by dividing the Gross Settlement Amount by 4,182. The Parties agree that the
2 Workweek Value amounts to, and the settlement amounts to, \$35.86 per Workweek (\$150,000 /
3 4,182 Workweeks). Thus, for example, should there be 4,701 Workweeks in the Class period,
4 then the Gross Settlement Amount shall be increased by \$3,586 (4,701 – 4,601 x
5 \$35.86/Workweek); or (2) end the Class Period to the date that 4,182 Workweeks are met, but
6 not exceeded. In the event the actual number of Workweeks exceeds 4,601 and Defendants elect
7 to end the Class Period on an earlier date, Defendants shall notify Class Counsel of their election
8 no later than seven (7) calendar days after receiving sufficient information regarding the total
9 number of Workweeks during the Class Period.

10 **9. MOTION FOR FINAL APPROVAL**

11 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
12 final approval of the Settlement that includes a request for approval of the PAGA settlement
13 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
14 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
15 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
16 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
17 any disagreements concerning the Motion for Final Approval.

18 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in Court no
20 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
21 by the Court.

22 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope of
24 release to be granted by Class Members), the Parties will expeditiously work together in good
25 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
26 Approval. The Court’s decision to award less than the amounts requested for the Class
27 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
28 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for

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

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

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

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

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10. **AMENDED JUDGMENT**

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

11. **ADDITIONAL PROVISIONS**

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

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

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

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties

1 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
2 inducements made to or by any Party.

3 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
12 or content of any document necessary to implement the Settlement, or on any modification of the
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the
14 assistance of a mediator and/or the Court for resolution.

15 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
22 Part 10, as amended) or otherwise.

23 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
27 the benefit of, the successors of each of the Parties.

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1 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting

7 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement

10 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
11 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
12 Defendants in connection with the mediation, other settlement negotiations, or in connection with
13 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
14 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

15 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
22 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
23 be accepted as an original. All executed counterparts and each of them will be deemed to be one
24 and the same instrument if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
26 and contents of this Agreement.

27 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
2 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
5 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
6 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
7 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
8 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
9 Agreement.

10 **IT IS SO AGREED:**

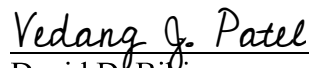
11 
12 Fausto Palma Camargo (Feb 6, 2025 16:08 PST)

13 _____
14 Plaintiff, Fausto Palma Camargo

15 _____
16 For Defendant, Paradise Landscape

17 _____
18 Defendant, Lora Van Den Heuvel

19 **AGREED AS TO FORM ONLY:**

20 
21 David D. Bibiyan
22 Vedang J. Patel
23 Counsel for Plaintiff

24 _____
25 Vincent Fisher
26 Eleno Gonzalez
27 Counsel for Defendants

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
2 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
5 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
6 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
7 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
8 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
9 Agreement.

10 **IT IS SO AGREED:**

11
12 _____
13 Plaintiff, Fausto Palma Camargo

14 _____
15 *Paradise Landscape*
16 For Defendant, Paradise Landscape

17 _____
18 *Lora Van Den Heuvel*
19 Defendant, Lora Van Den Heuvel

20 **AGREED AS TO FORM ONLY:**

21 _____
22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff

25 _____
26 *Vincent R. Fisher*
27 Vincent Fisher
28 Eleno Gonzalez
Counsel for Defendants