

PEDRO SANCHEZ v. PIERRE LANDSCAPE, INC.
Los Angeles Superior Court Case No. BC613747
CLASS ACTION SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Settlement Agreement”) is entered into by and between Defendant Pierre Landscape, Inc. (“Pierre” or “Defendant”) and Representative Plaintiff Pedro Sanchez (“Representative Plaintiff,” “Class Representative” and/or “Plaintiff”) on behalf of himself individually, as a representative and on behalf of all members of the Certified Class and the Settlement Class.

DEFINITIONS

1. **“Action”** means and refers to this lawsuit filed by Plaintiff on March 15, 2016 in Los Angeles Superior Court, entitled Pedro Sanchez v. Pierre Landscape, Inc., Case No. BC613747.
2. **“Certified Class”** means and refers to the class that the court certified on June 28, 2018, pursuant to the parties’ stipulation, and is defined as all current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued without inclusion of the company address on a portion of the wage statement that is detachable from the check during the period of March 15, 2015 through November 4, 2016.
3. **“Class Counsel”** are Kenneth A. Goldman, Esq. of Law Office of Kenneth A. Goldman, PC and Sahag Majarian, II, Esq. of Law Offices of Sahag Majarian, II.
4. **“Class Representative”** or **“Plaintiff”** means and refers to Plaintiff Pedro V. Sanchez.
5. **“Class Notice Package”** means the Class Notice and Notice Envelope, in a form substantially similar to the attached Exhibits A, or B, as described below, subject to Court approval, and incorporated by reference into this Agreement.
6. **“Court”** as used herein means the Superior Court of Los Angeles County, and any appellate court which may review any orders entered by the Superior Court of Los Angeles County related to this Settlement.
7. **“Defendant”** means Defendant Pierre Landscape, Inc.
8. **“Defendant’s Counsel”** are William Turner, Esq. and Asha Dhillon, Esq. of Jones, Bell, Abbott, Fleming & Fitzgerald L.L.P.
9. **“Gross Settlement Fund”** refers to the amount of Three Hundred Fifty-Two Thousand Five Hundred Twenty-Five Dollars and Zero Cents (\$352,525.00), that Defendant will make available for payment pursuant to this Settlement Agreement. Defendant will not be responsible for making any payments to Plaintiff, the members of the Participating Class, Class Counsel, Settlement Administrator or Bet Tzedek (as a *cy pres* recipient), other than the Gross Settlement Fund on the conditions described herein.
10. **“Net Settlement Fund”** or **“NSF”** shall be calculated by deducting from the Gross Settlement Fund the following: (1) approved Class Counsel’s attorneys’ fees and litigation costs, (2) the enhancement award to the Representative

Plaintiff, (3) the fees and expenses of the Settlement Administrator; and (4) 75% of the PAGA Share.

11. **“Notice Class”** refers to those members of the Certified Class to whom Notice of Class Certification was sent on or about July 30, 2018 by ILYM Group, Inc. pursuant to the Court’s order of June 28, 2018.
12. **“PAGA Letter”** means and refers to Plaintiff’s March 8, 2016 notice to the California Labor & Workforce Development Agency pursuant to Labor Code § 2699.3(a)(1), attached as Exhibit 1 to Plaintiff’s First Amended Complaint.
13. **“PAGA Share”** means and refers to the portion of the Gross Settlement Fund designated for payment of penalties pursuant to the Private Attorneys General Act, 75% of which shall be paid to the California Labor & Workforce Development Agency (LWDA), and 25% of which shall be distributed as a part of the NSF.
14. **“Participating Class”** means the members of the Notice Class and the non-Notice Class members of the Settlement Class who do not timely submit valid requests for exclusion.
15. **“Parties”** refer to the Plaintiff and Defendant, collectively.
16. **“Settlement”** means the settlement described in this Settlement Agreement.
17. **“Settlement Class”** is comprised of all current and former employees (union and non-union) of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued during the period of March 15, 2015 through November 4, 2016, and who do not timely submit a valid request to exclude himself or herself from this Settlement Agreement.
18. **“Settlement Administrator”** refers to ILYM Group, Inc.
19. **“Settlement Administration Expenses”** are those expenses incurred by the Settlement Administrator in effectuating the Settlement.
20. **“Settlement Period”** is March 15, 2015 through November 4, 2016.

BACKGROUND

21. This Settlement Agreement affects claims of the Settlement Class arising during the Settlement Period.
22. On March 15, 2016, Plaintiff filed this Action, and subsequently amended the Action on April 25, 2016.
23. On June 28, 2018, pursuant to the Parties’ stipulation, the Court certified a class (referred to herein as the “Certified Class”) defined as “[a]ll current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued without inclusion of the company address on a portion of the wage statement that is detachable from the check during the period of March 15, 2015 through November 4, 2016.” Plaintiff contends, and Defendant disputes, that the Certified Class includes employees of Defendant who are members of a labor union (“Union Members”). For the purposes of this Settlement, the Union Members shall be considered part of the Certified Class; however, if this

settlement is not approved or is otherwise not consummated on the material terms set forth in this Settlement Agreement, Defendant and the Union Members retain and shall have any rights they had before the Parties agreed to settle the Action, including any rights they had with respect to arbitration. This Settlement Agreement shall not constitute, nor can it be used as, an admission that the Union Members are part of the Certified Class, nor can this Settlement Agreement be otherwise construed to any extent as indicating that the Union Members are part of the Certified Class or that Defendant or the Union Members has/have waived any rights it/they may have with respect to arbitration.

24. On June 28, 2018, the Court granted Plaintiff's request to dismiss his causes of action for unpaid vacation wages and unfair business practices without prejudice.
25. On or about July 30, 2018, because of an error by Defendant, the Settlement Administrator sent notice of the Court's order certifying the Certified Class to fewer than all of the members of the Certified Class. Those who were sent notice of the Court's order certifying the Certified Class are referred to herein as the Notice Class. The Parties additionally discovered that a dispute existed with respect to the inclusion or exclusion of Union Members in the Certified Class, as described in Paragraph 23 above.
26. On September 19, 2018, the Parties filed cross-motions for summary judgment and/or summary adjudication.
27. In order to avoid the uncertainty and delays associated with litigation and potential of appeals, prior to the hearing on the Parties' cross-motions for summary judgment, the Parties agreed to participate in a mandatory settlement conference ("MSC") conducted by Hon. William F. Highberger of the Los Angeles Superior Court.
28. As a result of the MSC, the Parties agreed to settle this Action according to the terms contained herein.
29. The Parties intend to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising during the Settlement Period alleged in the Action, subject to amendment on April 25, 2016 and partial dismissal on June 28, 2018, which arose during the Settlement Period.
30. The Parties intend that this Settlement Agreement shall include a full and complete settlement and release of all claims pursuant to Labor Code §§ 226, 226.3, and all claims arising out of Plaintiff's PAGA Letter, against Defendant and all of Defendant's present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, and affiliates.
31. Class Counsel represent that they have conducted a sufficiently thorough investigation into the claims of the Plaintiff Class against Defendant, subject to further verification of the number of Settlement Class members. Based on their own independent investigation and evaluation and all known facts and circumstances, including the risk of significant defenses asserted by Defendant, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Plaintiff Class.

32. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement and to effectuate all aspects of this Settlement Agreement.

SETTLEMENT APPROVAL PROCEDURE

33. This Settlement Agreement will become final and effective upon occurrence of all of the events described in paragraphs 34 through 38 inclusive.
34. Execution of this Settlement Agreement by the Parties and their respective counsel of record.
35. Entry of an Order by the Court (a) granting preliminary approval of the Settlement Agreement (b) approving the proposed Class Notice(s), attached hereto as Exhibit A and B (if the Court orders that two notices be sent), or attached hereto as Exhibit C (if the Court orders that a single notice be sent), and (c) scheduling a hearing date for final approval of the Settlement Agreement.
36. Filing by Class Counsel, on or before the date of the final approval hearing, the Settlement Administrator's verification, in writing, that the Class Notice Package has been disseminated in accordance with the Court's preliminary approval Order.
37. Entry of an Order by the Court granting final approval of the Settlement Agreement.
38. Occurrence of the "Effective Date," which, if there are no timely objections by members of the Certified Class and/or any such objections have been withdrawn prior to the final approval hearing, shall be the date the Court signs an Order granting final approval of the Settlement and enters judgment thereon and such Order and Judgment are no longer appealable or if an appeal is filed, the date on which the remittitur is issued after the Order granting final approval and/or the judgment thereon has(ve) been affirmed on appeal. If timely objections are filed by one or more members of the Settlement Class which are not thereafter withdrawn prior to the final approval hearing and if the objector(s) has(ve) been granted leave to intervene in this Action or has(ve) timely filed a motion to vacate the Judgment entered upon final approval of the Settlement, the Effective Date shall be the date that the Court's Order granting final approval and the Judgment thereon to the Settlement Agreement are no longer appealable, or if such an appeal is filed, the date on which the remittitur is issued after the Order granting final approval and/or the Judgment thereon has(ve) been affirmed on appeal.

SETTLEMENT PAYMENT AND CALCULATION OF CLAIMS

39. In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:
40. Settlement Amount: Defendant agrees to pay a total of Three Hundred Fifty-Two Thousand Five Hundred Twenty-Five Dollars and Zero Cents (\$352,525.00), which shall be delivered to the Settlement Administrator within fifteen (15) days of the Effective Date, described above as the Gross Settlement Fund.
41. This amount includes payments to the Participating Class members, an Enhancement Award (i.e., service payment) to the Class Representative, the

PAGA Share, fees and expenses of the Settlement Administrator, Class Counsel's approved attorneys' fees, and Class Counsel's approved litigation costs.

- a. Attorney's Fees and Costs: In conjunction with final approval of this Settlement Agreement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount totaling up to 33 1/3% of the Gross Settlement Fund (i.e., \$117,508.33), plus actual costs subject to approval by the Court. Defendant will not oppose such application. If the Court does not approve an award of 33 1/3% of the Gross Settlement Fund, the difference between this amount and the actual amount approved shall be returned to the Net Settlement Fund to be distributed to the Participating Class members, according to the formula set forth below. These fees and costs are included in, and come from, the Gross Settlement Fund, and shall be distributed to Class Counsel at the same time distributions are made to the Class, as described below. Class Counsel will be issued IRS Form 1099s for their award of attorneys' fees and costs.
- b. Enhancement Award: Subject to Court approval, in addition to any payment the Representative Plaintiff receives in his capacity as a Participating Class member, he will individually apply to the Court for an Enhancement Award from the Gross Settlement Fund for his services as Class Representative in the amount of Fifteen Thousand Dollars (\$15,000). If the Court does not approve a \$15,000 Enhancement Award for Plaintiff, the difference between this amount and the actual amount approved shall be returned to the Net Settlement Fund to be distributed to the Participating Class members, according to the formula set forth below. The Enhancement Award will be distributed by the Settlement Administrator at the time the Settlement Administrator initiates distribution to the Participating Class as described below and will include the issuance of an IRS Form 1099 in connection with this payment.
- c. PAGA Penalties: Subject to Court approval, the PAGA Share of five thousand dollars (\$5,000) shall be designated as penalties pursuant to the Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*). Upon final approval of this Settlement Agreement, Seventy-five percent (75%) of the PAGA Share shall be payable to the Labor & Workforce Development Agency, and twenty-five percent (25%) shall be disbursed on a pro rata basis as part of the NSF.
- d. Settlement Awards to Participating Class Members: Each member of the Participating Class shall be entitled to receive a pro rata portion of the Net Settlement Fund (his/her "Individual Settlement Share"), calculated based upon the number of wage statements issued to said Participating Class member during the Settlement Period up to a maximum of 41 per Participating Class Member, divided by the total number of wage statements issued to Participating Class members up to a maximum of 41 wage statements per Participating Class Member during said period. The Settlement Administrator will calculate the number of wage statements issued to each Participating Class member, the total number of wage statements issued to Participating Class members, and the Individual

Settlement Share to be paid to each Participating Class member. Participating Class members' settlement checks shall be distributed by the Settlement Administrator within ten (10) business days after receipt of the Gross Settlement Fund.

- i. Guaranteed Minimum Payment. The money initially allocated for Settlement Class members that submit timely requests for exclusion will revert to the Net Settlement Fund and shall be distributed in pro rata shares, based upon wage statements issued during the class period, to all Participating Class members.
 - ii. No Reversion to Defendant. Any money allocated to Participating Class Members that cannot be located by the Settlement Administrator after reasonable efforts described below, or checks remaining uncashed after six months from issuance shall be distributed to a Bet Tzedek as a *cy pres* recipient pursuant to Code of Civil Procedure section 384, including interest on the uncashed checks, if any.
- e. Cost of Settlement Administration: The fees and expenses of the Settlement Administrator shall be paid from the Gross Settlement Fund in the amount of \$9,750.00.
- f. Employer's Taxes: The Parties do not anticipate any payroll taxes attributable under this agreement, as all payments are considered penalties for Labor Code violations and not wages. To the extent that any employer-side payroll taxes are attributable to the terms of the Settlement Agreement contained herein, said employer-side payroll taxes shall be paid out of the Gross Settlement Fund.

ALLOCATION AND TAX TREATMENT

42. The Parties agree that one hundred percent (100%) of the Individual Settlement Share that is distributed to each Participating Class member will be considered penalties and interest, and will be reported as such to each Participating Class member on a 1099.
43. All Parties represent that they have not received, and shall not rely on, advice or representations from another Party or its agents regarding the tax treatment of payments under federal, state, or local law. Any tax obligation arising from the Settlement Payments, Class Representative' enhancement payments and/or Class Counsels' fees and costs made under the terms of this Agreement, will be the sole responsibility of each person receiving such payment(s). Each Participating Class member is responsible to pay his or her portion of the taxes due on any payment he or she receives under this Settlement Agreement.

APPOINTMENT OF SETTLEMENT ADMINISTRATOR

44. The Settlement Administrator will perform the duties of distributing notice, independently reviewing requests for exclusion and objections, and verifying and distributing any amounts due to Participating Class members as described in this Settlement Agreement. The Settlement Administrator will report, in summary or narrative form, the substance of its findings. All disputes relating to the

Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement and administration of claims thereunder, pursuant to Court Rule 3.769(h) and Code of Civil Procedure section 664.6.

NOTICE TO THE SETTLEMENT CLASS

45. Each member of the Settlement Class shall receive a form of notice of this Settlement. Because the Parties seek to afford the Settlement Class with the full protections of due process owed to it, the Parties agree that Plaintiff's motion for preliminary approval of this Settlement shall present the Court with two methods of providing notice to the Settlement Class as described herein, and the Parties agree to comply with whichever option the Court deems appropriate. Under Option One, two notices (Exhibits A and B) shall be sent to portions of the Settlement Class. Exhibit A shall be sent to the members of the Notice Class and Exhibit B shall be sent to all non-Notice Class members of the Settlement Class. Under Option Two, a single notice (Exhibit C) shall be sent to all Settlement Class Members. Option One and Option Two are described as follows and shall be subject to Court approval:
- a. Option One: the Class Notice Package in the form of Exhibits A and B shall be sent by the Class Administrator to the Settlement Class by first class mail within fifteen (15) calendar days of the entry of an Order granting preliminary approval of this Settlement Agreement. Exhibit A will, subject to Court approval, advise the Settlement Class members who are not members of the Notice Class of the nature of the case, the terms of the Settlement (including, without limitation that Defendant disputes liability and is entering the Settlement to avoid further litigation costs and distraction to its business), the amount of payment each Settlement Class member is anticipated to receive, the binding nature of the release, the final approval hearing date, and Settlement Class members' right to exclude themselves or object. Exhibit B will, subject to Court approval, advise the members of the Settlement Class who are also members of the Notice Class of nature of the case, the terms of the Settlement (including, without limitation that Defendant disputes liability and is entering the Settlement to avoid further litigation costs and distraction to its business), the amount of payment each Settlement Class member is anticipated to receive, the binding nature of the release, Notice Class members may not opt out, the final approval hearing date, and Settlement Class members' right to object; alternatively
 - b. Option Two: the Class Notice Package in the form of Exhibit C shall be sent by the Class Administrator to the Settlement Class, by first class mail, within fifteen (15) calendar days of the entry of an Order granting preliminary approval of this Settlement Agreement. Exhibit C will, subject to Court approval, advise all Settlement Class members of the nature of the case, the terms of the Settlement (including, without limitation that Defendant disputes liability and is entering the Settlement to avoid further litigation costs and distraction to its business), the amount of payment each Settlement Class member is anticipated to receive, the binding nature of the release, the final

approval hearing date, and Settlement Class members' right to exclude themselves or object.

46. Within seven (7) calendar days after the Court enters its order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with a database that includes: (1) the names, last known addresses and home telephone number for each member of the Settlement Class and (2) data pertaining to the number of wage statements issued to each Settlement Class member during Settlement Period. In addition thereto, the database provided to the Settlement Administrator shall also contain Social Security numbers for members of the -Settlement Class. Defendant agrees to provide this database in a format reasonably acceptable to the Settlement Administrator.
47. The Settlement Administrator will use the United States Postal Service National Change of Address ("NCOA") List to verify the accuracy of all addresses before the initial mailing date to ensure that the Class Notice Package is sent to all Certified Class members at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing that the Certified Class member received the respective version of the Class Notice Package. With respect to any returned envelopes, the Settlement Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, then re-mail the envelope to such address within five (5) calendar days of the receipt of the returned envelope. Certified Class members to whom Class Notice Packages were re-sent after having been returned undeliverable to the Settlement Administrator shall have ten (10) calendar days thereafter to object, or opt out of the settlement. Class Notice Packages that are re-mailed shall be accompanied by a short cover letter from the Settlement Administrator informing the recipient of this adjusted deadline. No third mailing shall occur without good cause, as ordered by the Court.
48. Class Counsel shall provide the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice Package.

PARTICIPATION PROCESS

49. This is a "No Claims" settlement. Members of the Participating Class are not required to submit a claim form to receive benefits from the Settlement.
50. If the Court orders that two notices (Exhibits A and B) per Option One (as stated in Paragraph 45.a) be sent to the members of the Settlement Class, only members of the Settlement Class who are not also members of the Notice Class may exclude themselves from the Settlement by following the directions in the Class Notice Package. Any such request must be postmarked not more than thirty (30) calendar days after the date the Class Notice Package is mailed to the Settlement Class or not more than ten (10) calendar days after the date the Class Notice Package is re-mailed, in the circumstance described above, whichever is later. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons

who are eligible to and do submit valid and timely requests for exclusion of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

51. If the Court orders that a single notice (Exhibit C) per Option Two (as stated in Paragraph 45.b) be sent to the members of the Settlement Class, members of the Settlement Class may exclude themselves from the Settlement by following the directions in the Class Notice Package. Any such request must be postmarked not more than thirty (30) calendar days after the date the Class Notice Package is mailed to the Settlement Class or not more than ten (10) calendar days after the date the Class Notice Package is re-mailed, in the circumstance described above, whichever is later. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests for exclusion of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.
52. Objections to the Settlement must be submitted to the Settlement Administrator no later than thirty (30) calendar days after the Class Notice Package is sent or not more than ten (10) calendar days after the date the Class Notice Package is re-mailed, in the circumstance described above, whichever is later. The Settlement Administrator shall promptly notify Class Counsel and Defendant's Counsel of any objections and shall file all objections received from Participating Class members with the Court within five (5) days of receipt of said objection.
53. Objections must describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. Deficient or untimely Objections shall not be considered. Participating Class members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court. Class Counsel and Defendant's Counsel may, at least ten (10) days (or some other number of days as the Court shall specify) before the Final Approval Hearing, file responses to any written objections submitted to the Court.
54. Any member of the Settlement Class who timely submits both a request for exclusion and objection shall be deemed to have opted out of this Settlement Agreement and his or her objection shall not be considered.
55. Upon completion of its calculation of payments, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Participating Class member. After receiving the Settlement Administrator's report, Class Counsel and Defendant's Counsel shall jointly review same to determine if the calculation of payments to Participating Class members is consistent with this Settlement.

56. Defendant will not retaliate against any current or former employee for any actions taken or not taken with respect to this Settlement or retaliate against the Class Representative for filing the litigation.

DISPUTE PROCESS

57. The Notice will apprise each member of the Certified Class of the approximate number of wage statements he or she received during the Settlement Period, whether through the form of Notice in Exhibit A and Exhibit B, or Exhibit C. These calculations shall be based on Defendant's records. Defendant's records are presumed to be accurate.
58. If a member of the Participating Class does not wish to challenge the information set forth in the Notice, then the member need do nothing, and payment will be made based on Defendant's records.
59. If a member of the Participating Class wishes to challenge the information set forth in the Notice, then the member must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided on the Notice within thirty (30) calendar days of the date the Class Notice Package was mailed to the member of the Participating Class (or within ten (10) calendar days of the date the Class Notice Package was re-mailed, in the circumstance described above).
60. No dispute will be considered timely if it is postmarked more than the number of days set forth in the preceding paragraph of this agreement. All disputes shall be resolved, either by agreement of Class Counsel and Defendant's Counsel or by decision of the Court, prior to submitting the Settlement Administrator's declaration to the Court for final approval.
61. Settlement checks issued to the Class Representative and Participating Class members shall remain valid for one hundred eighty (180) calendar days from the date of issuance. This expiration or cancellation date shall be clearly printed on the front of the check ("Void Date"). If the Class Representative or any Participating Class members do not cash his or her settlement payment check(s) before the Void Date, his or her settlement check(s) will be distributed to a Bet Tzedek as a *cy pres* recipient pursuant to Code of Civil Procedure section 384. Any reissued checks shall have a Void Date of 180 calendar days from the date of reissuance.

RELEASES

62. Upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, all members of the Participating Class fully release and discharge Defendant and Defendant's present and former predecessors, successors, parent companies, subsidiaries, shareholders, employees, officers, directors, attorneys, insurers, successors and assigns ("Releasees"), from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, complaints, rights, losses, costs, agreements, promises, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity,

regarding or relating to issuance of wage statements, violations of Labor Code §§ 226 or 226.3 and related claims pursuant to Labor Code § 2698 *et seq.* which arose between March 15, 2015 through November 4, 2016.

63. In order to achieve a full and complete release of Releasees by the Settlement Class of all claims arising from or related to the Action, and any amendments thereto that were pending as of July 30, 2018, this Settlement Agreement is intended to include said claims.
64. Upon final approval by the Court of this Settlement Agreement, and for and in consideration of the payment of the Class Representative's Enhancement Award to the Class Representative for services performed on behalf of the Class, the Class Representative fully releases and discharges Releasees from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees and costs, damages, penalties, prejudgment interest, actions or causes of action of whatever kind or nature arising out of or during his relationship with Defendant. The Class Representative further agrees that he shall not apply for, nor accept, employment with Defendant in the future.
65. The Class Representative also waives as to himself only all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding the significance of that waiver. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
66. The Parties expressly acknowledge that no Worker's Compensation claims are released herein.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

67. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval for determination by the Court as to its fairness, adequacy, and reasonableness and apply for the entry of a preliminary Order substantially in the following form:
 - a. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Certified Class;
 - b. Approving the proposed Class Notice Package; and
 - c. Preliminarily approving the Settlement.
68. On the date that the motion for preliminary approval of this Settlement is filed, Class Counsel shall serve upon the LWDA the motion for preliminary approval of the settlement, to which a fully executed version of this Settlement Agreement shall be attached.
69. Defendant shall submit to the Settlement Administrator the database described above

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

70. Following final approval by the Court of this Settlement Agreement, Class Counsel will submit a proposed final order and judgment:
- a. Approving the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
 - b. Approving and awarding Class Counsel's fees and costs, the Settlement Administration Costs, and the Enhancement Award as set forth in the Settlement Agreement;

VOIDING THE SETTLEMENT AGREEMENT

71. If the Court does not approve any material condition of this Settlement Agreement or effects a fundamental change of the parties' Settlement, with the exception of any changes to the Class Notice Package, the award of Class Counsels' fees/costs, and the award of enhancement payments, then the entire Settlement Agreement will be voidable and unenforceable at the option of either Party hereto.
72. Either Party may void this Settlement Agreement as provided in the preceding Paragraph, by giving notice in writing to the other Party and the Court at any time prior to final approval of the Settlement Agreement by the Court. The Party opting to void the Settlement Agreement shall bear all costs and fees attributable to the Settlement Administrator in administration of this Settlement Agreement.
73. If ten percent (10%) or more of the Settlement Class members duly opt out of the Settlement, Defendant, at its sole option, may withdraw from the Settlement by giving written notice to Class Counsel and the Settlement Administrator within ten (10) business days after the due date for opting out. No Party, employee, agent, attorney or other representative thereof, may encourage or solicit any member of the Settlement to opt out of the Settlement. Violation of this section shall be enforceable by noticed motion for determination of its enforceability.
74. If this Settlement Agreement is voided for any reason, the case shall be returned to the procedural posture in place immediately prior to the Parties' participation in the Mandatory Settlement Conference held by Judge Highberger of the Los Angeles Superior Court on November 15, 2018.

PARTIES' AUTHORITY

75. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the parties to its terms and conditions.

MUTUAL FULL COOPERATION

76. The parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of

this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

77. Defendant understands that in the course of applying for settlement approval, Plaintiff will be required to submit sufficient evidence to support the fairness of the proposed settlement terms. Defendant affirmatively agrees to provide reasonable assistance and support of Plaintiff in providing such evidence.

NO ADMISSION OF LIABILITY

78. Each of the parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience and expense. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code Section 1152, be inadmissible as evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

ENFORCEMENT OF THE SETTLEMENT AGREEMENT

79. In the event that the Class Representative or Defendant institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

80. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Kenneth A. Goldman, Esq.
Law Office of Kenneth A. Goldman, PC
15303 Ventura Boulevard, Suite 1650
Sherman Oaks, CA 91403

To Defendant:

William Turner
Jones Bell LLP
601 S. Figueroa Street, Suite 3460
Los Angeles, CA 90017

CONSTRUCTION AND INTERPRETATION

81. The parties agree that the terms and conditions of this Settlement Agreement are the result of arm's-length negotiations between the parties and that this Settlement Agreement shall not be construed in favor of or against any of the parties by reason of their participation in the drafting of this Settlement Agreement.

82. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.
83. This Agreement shall be subject to and governed by the laws of the State of California. The parties acknowledge that they are subject to the continuing jurisdiction of the Court to enforce the terms of the Settlement contained herein.

MODIFICATION

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

INTEGRATION CLAUSE

85. This Settlement Agreement contains the entire agreement between the parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, with respect to such matters are extinguished. No rights hereunder may be waived or modified except in a writing signed by all Parties.

BINDING ON ASSIGNS

86. This Settlement Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, trustees, executors, administrators, successors and assigns.

(continued)

COUNTERPARTS

87. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED,



Pedro Sanchez
Class Representative

Dated: 3-1-19_____

Pierre Landscape, Inc.

By:
Its:

Dated: _____

COUNTERPARTS

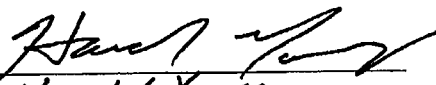
87. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED,

Pedro Sanchez
Class Representative

Dated: _____

Pierre Landscape, Inc.


By: Harold Young
Its: CEO
Dated: 3/6/2019

APPROVED AS TO FORM,

LAW OFFICE OF KENNETH A. GOLDMAN, PC

Kenneth A. Goldman, Esq.
Attorneys for Plaintiff Pedro Sanchez and the Class

Dated: _____

JONES, BELL, ABBOTT, FLEMING & FITZGERALD L.L.P.

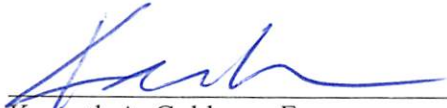


William M. Turner, Esq.
Asha Dhillon, Esq.
Attorneys for Defendant Pierre Landscape, Inc.

Dated: 3-7-19

APPROVED AS TO FORM,

LAW OFFICE OF KENNETH A. GOLDMAN, PC



Kenneth A. Goldman, Esq.

Attorneys for Plaintiff Pedro Sanchez and the Class

Dated: 3/1/19

JONES, BELL, ABBOTT, FLEMING & FITZGERALD L.L.P.

William M. Turner, Esq.

Asha Dhillon, Esq.

Attorneys for Defendant Pierre Landscape, Inc.

Dated: _____

EXHIBIT A

LOS ANGELES SUPERIOR COURT
Pedro V. Sanchez v. Pierre Landscape, Inc.
Case No. BC613747

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: TO ALL CURRENT AND FORMER EMPLOYEES OF DEFENDANT PIERRE LANDSCAPE, INC. IN CALIFORNIA TO WHOM PAYCHECKS WERE ISSUED DURING THE PERIOD OF MARCH 15, 2015 THROUGH NOVEMBER 4, 2016.

IF YOU DO NOTHING, YOU ARE EXPECTED TO RECEIVE APPROXIMATELY
\$[INDIVIDUAL'S AMOUNT]

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

PIERRE LANDSCAPE WILL NOT TAKE ANY ACTION AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT, AND PIERRE LANDSCAPE FULLY SUPPORTS YOUR PARTICIPATION IN THIS SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You received this Notice because we believe that you are a class member who may be entitled to money from this settlement. To receive money from this settlement you do not need to do anything.

This Notice describes a proposed settlement of the class action lawsuit *Pedro Sanchez v. Pierre Landscape, Inc.* (the "Lawsuit"). This Notice is being sent to you by order of the Los Angeles County Superior Court, which certified the Settlement Class and preliminarily approved the settlement on [DATE]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from the settlement. If you do not exclude yourself from the Settlement Class, you will be bound to the terms of the settlement.

WHAT IS THIS SETTLEMENT ABOUT?

Plaintiff Pedro Sanchez initiated this Lawsuit by filing a class action lawsuit on March 15, 2016, seeking penalties for non-compliant wage statements, unpaid vacation wages, and penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"). Plaintiff subsequently dismissed the claims relating to unpaid vacation wages without prejudice. As of the date of this Notice, only claims relating to non-compliant wage statements remain as a part of the Lawsuit.

Pierre Landscape, Inc. ("Pierre") denies all of the allegations, contends that it has complied with the law, and is prepared to defend the Lawsuit. Pierre has agreed to this settlement as a compromise of disputed claims and to avoid ongoing litigation costs and disruption.

The Court has not made any rulings on the merits of the action.

WHY IS THERE A SETTLEMENT?

This Settlement is the result of substantial litigation, an extensive review of data, and a mandatory settlement conference conducted by Hon. William F. Highberger of the Los Angeles Superior Court, Complex Division. The negotiations process proceeded with an informed understanding of the law and facts.

The Court did not decide in favor of the Plaintiff/Class or Pierre and Pierre has not admitted any wrongdoing. Instead, both sides agreed to a settlement after weighing the risks and expense of proceeding

against the benefits obtained by all Parties, including compensation for the Settlement Class. The Settlement Class Representative and his lawyers think the settlement is best for the Settlement Class.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Pedro Sanchez is the Class Representative or Named Plaintiff in the Lawsuit, and asserts claims on behalf of himself and the Settlement Class. Pierre Landscape is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The Court has certified a Settlement Class consisting of all current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued during the period of March 15, 2015 through November 4, 2016.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final judgment in the Lawsuit, Pierre will pay \$352,525.00 (“Gross Settlement Fund”). After the amounts designated as PAGA penalties payable to the State of California, attorneys’ fees and costs, class representative enhancement awards, and settlement administration costs are deducted from the Gross Settlement Fund, the remaining Net Settlement Amount (“NSA”) will be distributed to all Settlement Class Members as described below.

Class Counsel Award: Class Counsel will request up to one-third of the Gross Settlement Fund as attorneys’ fees for litigation and resolution of the Lawsuit and actual expenses and costs, subject to a fee splitting agreement between Class Counsel. This amount will be paid from the Gross Settlement Fund, and any amount not awarded will revert to the NSA. The Class Counsel Award request is subject to the review and approval of the Court.

Class Representative Enhancement Award: Class Counsel will request an enhancement award for Plaintiff Pedro Sanchez of no more than \$15,000 to be paid out of the Gross Settlement Fund for his service to the Settlement Class and general release of all individual claims. Any amount not awarded will revert to the NSA.

Settlement Administration: The cost of settlement administration is estimated at \$9,750, which pays for tasks such as translating and mailing this Notice, calculating payments based on data provided by the parties, mailing checks and tax forms, and reporting to the parties and the Court.

PAGA Share: Subject to Court approval, \$5,000 of the Gross Settlement Fund shall be designated as penalties pursuant to the Private Attorneys General Act of 2004. 75% of the PAGA Share shall be payable to the State of California as required by law and 25% shall be distributed as a part of the NSA.

Uncashed Checks: Any checks sent to the Settlement Class that remain uncashed 180 days after issuance shall be voided those funds shall be donated to a nonprofit organization dedicated to protecting the rights of Californians such as those in the Settlement Class. The nonprofit organization preliminarily approved in this Settlement is Bet Tzedek.

HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

Unless you exclude yourself, you will be bound by the terms of the Settlement, if approved by the Court. This means, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Pierre or its present and former predecessors, successors, parent companies, subsidiaries, shareholders, employees, officers, directors, attorneys, insurers, successors and assigns (“Releasees”) about the legal issues in this case.

It also means that all of the Court’s orders will apply to you and legally bind you. If the Settlement is approved, you will be releasing and forever discharging Released Parties from any and all Released Claims. “Released Claims” shall collectively mean all claims against Releasees, from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, complaints, rights, losses, costs,

agreements, promises, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity, regarding or relating to issuance of wage statements, violations of Labor Code §§ 226 or 226.3 and related claims pursuant to Labor Code § 2698 *et seq.* which arose between March 15, 2015 through November 4, 2016.

HOW IS AN INDIVIDUAL SETTLEMENT PAYMENT DETERMINED?

The Individual Settlement Payments from the NSA will be allocated to all Participating Class Members based on the number of wage statements attributable to the individual Participating Class Member. The Participating Class consists of all individuals who are members of the Settlement Class and who do not exclude themselves from this Settlement. The total number of wage statements attributed to the individual Participating Class Member, up to a maximum of 41 wage statements, shall be divided by the aggregate of wage statements issued to the Participating Class as a whole, up to a maximum of 41 wage statements per Participating Class Member, to determine the Individual Settlement Share.

YOUR ESTIMATED SETTLEMENT PAYMENT IS: \$[INDIVIDUAL'S AMOUNT]. YOU HAVE [XX] COMPENSABLE WAGE STATEMENTS WITHIN THE CLASS PERIOD.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

Subject to Court approval, if you are a member of the Participating Class, you will automatically receive money from this settlement based on the formula explained above. No further action is required. If you did not receive this notice at your current mailing address, or if your mailing address has changed, you will need to contact the settlement administrator at [ADMINISTRATOR ADDRESS] or call [ADMINISTRATOR PHONE NUMBER] and provide your current mailing address, the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747), your full name, and the last four digits of your Social Security number.

Your estimated Settlement Payment is stated above. If you dispute your estimated Individual Settlement Share, you must advise the Settlement Administrator and provide any documents you have to substantiate your dispute.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to exclude yourself from the Lawsuit. You may wish to exclude yourself if you do not want to be bound by the settlement or the orders of the Court, or you wish to pursue your claim on an individual basis. To do so, you must mail a written statement requesting exclusion from the settlement postmarked no later than [OPT OUT DATE] to the following address: [ADMINISTRATOR ADDRESS].

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Settlement Class Member; (3) must include the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747); and (4) must be postmarked by [OPT OUT DATE] and returned to the Settlement Administrator at the specified address. Unless you timely request to be excluded from the Settlement, you will be legally bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Participating Class Member who has not asked to be excluded from the settlement may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing").

You may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects or overrules your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your written objection and a notice of intention to appear at the Final Approval

Hearing to the Settlement Administrator at the addresses listed below. You must include your name, address, telephone number, the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747), your signature, and the reasons you object to the settlement.

- Settlement Administrator
[Name, address]
-

Only members of the Participating Class who have filed and served timely written objections will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. Objecting to the settlement is not the same as excluding yourself from the Lawsuit. If you file an objection, you still remain eligible to receive an individual settlement award, and will still be bound by the Court's decision. You will not have an opportunity to opt-out after the Court's decision.

WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the representative Plaintiffs.

The Final Approval Hearing is scheduled to take place on [FINAL APPROVAL HEARING DATE], at XXX a.m. in Department 11 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing may be continued without further notice to the Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if (a) you have timely served and filed an Objection, and (b) followed the procedures set forth above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing.

If you have requested exclusion from the Lawsuit, however, you may not speak at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS LAWSUIT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement, whether or not they cash their Individual Settlement Payments. Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims during the period between March 15, 2015 and November 4, 2016.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. If you have any questions about the settlement, you can contact Class Counsel at the addresses listed below.

CLASS COUNSEL:

Kenneth A. Goldman
Law Office of Kenneth A. Goldman, PC
15303 Ventura Blvd., Ste. 1650
Sherman Oaks, CA 91403

Sahag Majarian, II
Law Offices of Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356

Tel.: (818) 289-7689

Tel: (818) 609-0807
(Spanish speaker available)

WHAT HAPPENS IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information. You may call [Administrator Phone Number] to update your address.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

LOS ANGELES SUPERIOR COURT
Pedro V. Sanchez v. Pierre Landscape, Inc.
Case No. BC613747

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: TO ALL CURRENT AND FORMER EMPLOYEES OF DEFENDANT PIERRE LANDSCAPE, INC. IN CALIFORNIA TO WHOM PAYCHECKS WERE ISSUED DURING THE PERIOD OF MARCH 15, 2015 THROUGH NOVEMBER 4, 2016.

THIS NOTICE MAY AFFECT YOUR RIGHTS.

PLEASE READ CAREFULLY.

1. Why should I read this notice? You previously received notice of a class action lawsuit filed by Pedro Sanchez entitled *Sanchez v. Pierre Landscape, Inc.*, Los Angeles County Superior Court Case No. BC613747 (the “Lawsuit”). On June 28, 2018, the Court certified the Lawsuit for class action treatment and you did not submit a timely request to exclude yourself from the Class. You are member of the certified Class and you will be bound by the final judgment issued in this Lawsuit.
2. What is this lawsuit about? Pedro Sanchez (“Plaintiff”) claims that Pierre Landscape, Inc. (“Defendant”) violated California’s Labor Code by issuing non-compliant wage statements to its employees. Plaintiff seeks to recover penalties for the alleged violations.
3. Is there a settlement? On [PRELIMINARY APPROVAL DATE], the Court preliminarily approved a settlement between the Parties (the “Settlement”). The Settlement will not be final until the Court grants its final approval of the proposed settlement. The hearing on final approval of the Settlement is set for [FINAL APPROVAL DATE], but that date is subject to change by the Court. If you plan to appear at the final approval hearing, you should check the Court’s docket at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and enter the Case No. BC613747
4. Who is a Settlement Class member? The Court previously certified a class referred to as the “Certified Class.” The Certified Class consists of:

All current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued without inclusion of the company address on a portion of the wage statement that is detachable from the check during the period of March 15, 2015 through November 4, 2016.

On July 30, 2018, you and 159 other former employees of Defendant were sent notice of the Court’s order certifying the Certified Class (the “First Notice”).

For the purposes of the Settlement of the Lawsuit, the Court certified another class, referred to as the “Settlement Class.” The Settlement Class consists of:

All current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued during the period of March 15, 2015 through November 4, 2016.

The Settlement Class includes you and the other members of the Certified Class.

Because you did not exclude yourself from this Lawsuit after you received the First Notice, you will receive the benefits of the Settlement, you will be bound by the terms of the Settlement and the judgment that will be entered in this Lawsuit, and you shall be considered to be a “Participating Class Member.”

5. Who represents the class? The Certified Class and the Settlement Class are represented by the following attorneys:

Kenneth A. Goldman

Sahag Majarian, II (SBN 146621)

Law Office of Kenneth A. Goldman, PC
15303 Ventura Boulevard, Suite 1650
Sherman Oaks, California 91403
(818) 287-7689

Law Offices of Sahag Majarian, II
18520 Ventura Boulevard
Tarzana, California 91356
(818) 609-0807
(Spanish speaker available)

6. What are the terms of the Settlement? In exchange for the release of claims against it and final judgment in the Lawsuit, Defendant will pay \$352,525.00 (“Gross Settlement Fund”). After the amounts designated as PAGA penalties payable to the State of California, attorneys’ fees and costs, class representative enhancement awards, and settlement administration costs are deducted from the Gross Settlement Fund, the remaining Net Settlement Amount (“NSA”) will be distributed to you and the other Participating Class Members as described below.

- a. Class Counsel Award: Class Counsel will request up to one-third of the Gross Settlement Fund as attorneys’ fees for litigation and resolution of the Lawsuit and actual expenses and costs, subject to a fee splitting agreement between Class Counsel. This amount will be paid from the Gross Settlement Fund, and any amount not awarded will revert to the NSA. The Class Counsel Award request is subject to the review and approval of the Court.
- b. Class Representative Enhancement Award: Class Counsel will request an enhancement award for Plaintiff Pedro Sanchez of no more than \$15,000 to be paid out of the Gross Settlement Fund for his service to the class and general release of all individual claims. Any amount not awarded will revert to the NSA.
- c. Settlement Administration: The cost of settlement administration is estimated at \$9,750, which pays for tasks such as translating and mailing this Notice, calculating payments based on data provided by the parties, mailing checks and tax forms, and reporting to the parties and the Court.
- d. PAGA Share: Subject to Court approval, \$15,000 of the Gross Settlement Fund shall be designated as penalties pursuant to the Private Attorneys General Act of 2004. 75% of the PAGA Share shall be payable to the State of California as required by law and 25% shall be distributed as a part of the NSA.
- e. Uncashed Checks: Any checks sent to the Settlement Class that remain uncashed 180 days after issuance shall be voided those funds shall be donated to a nonprofit organization dedicated to protecting the rights of Californians such as those in the Settlement Class. The nonprofit organization preliminarily approved in this Settlement is **Bet Tzedek**.

7. How is an Individual Settlement Payment Determined? The Individual Settlement Payments from the NSA will be allocated as follows: The NSA will be allocated to all Participating Class Members based on the number of wage statements attributable to the individual Participating Class Member, up to a maximum of 41 wage statements per Participating Class Member. The Participating Class consists of all individuals who previously received the First Notice, as well as all other Settlement Class Members who do not exclude themselves from this Lawsuit. The total number of wage statements attributed to the individual Participating Class Member up to a maximum of 41 wage statements, shall be divided by the aggregate of wage statements issued to the Participating Class as a whole, up to a maximum of 41 wage statements per Participating Class Member, to determine the Individual Settlement Share.

YOUR ESTIMATED SETTLEMENT PAYMENT IS: \$[INDIVIDUAL’S AMOUNT]. YOU HAVE [XX] COMPENSABLE WAGE STATEMENTS WITHIN THE CLASS PERIOD.

8. Can you exclude yourself from this Settlement? You do not have the option to exclude yourself from this proposed Settlement.
9. How do I object to this Settlement? You may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”). Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects or overrules your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your written objection and a notice of intention to appear at the Final

Approval Hearing to the Settlement Administrator at the addresses listed below. You must include your name, address, telephone number, the name of the case and case number (Sanchez v. Pierre Landscape, Inc., Case No. BC613747), your signature, and the reasons you object to the settlement.

Settlement Administrator
[Name, address]

Only members of the Participating Class who have filed and served timely written objections will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. Objecting to the settlement is not the same as excluding yourself from the Lawsuit. If you file an objection, you still remain eligible to receive an individual settlement award, and will still be bound by the terms of the Settlement and the judgment that will be entered in this Lawsuit if the Court grants Final Approval to the Settlement.

10. What if my contact information changes? If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information. You may call [Administrator Phone Number] to update your address
11. What should you do if you want more information? This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in this lawsuit are available for inspection during business hours, at the Los Angeles County Superior Court, Spring Street Courthouse, 312 Spring Street, Los Angeles, California 90012.

Please do not contact the Court directly for information about this lawsuit. If you want additional information, other than inspecting the documents, you may contact Class Counsel identified above. Additionally, further information about this case may be obtained by contacting the Notice Administrator directly at:

PIERRE LANDSCAPE CLASS ACTION
c/o ADMIN
ADMIN ADDRESS
ADMIN ADDRESS
ADMIN NUMBER

DATED:

NOTICE SENT PER COURT ORDER
Los Angeles County Superior Court

EXHIBIT C

LOS ANGELES SUPERIOR COURT
Pedro V. Sanchez v. Pierre Landscape, Inc.
Case No. BC613747

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: TO ALL CURRENT AND FORMER EMPLOYEES OF DEFENDANT PIERRE LANDSCAPE, INC. IN CALIFORNIA TO WHOM PAYCHECKS WERE ISSUED DURING THE PERIOD OF MARCH 15, 2015 THROUGH NOVEMBER 4, 2016.

IF YOU DO NOTHING, YOU ARE EXPECTED TO RECEIVE APPROXIMATELY
\$[INDIVIDUAL'S AMOUNT]

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

PIERRE LANDSCAPE WILL NOT TAKE ANY ACTION AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT, AND PIERRE LANDSCAPE FULLY SUPPORTS YOUR PARTICIPATION IN THIS SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You received this Notice because we believe that you are a class member who may be entitled to money from this settlement. To receive money from this settlement you do not need to do anything.

This Notice describes a proposed settlement of the class action lawsuit *Pedro Sanchez v. Pierre Landscape, Inc.* (the "Lawsuit"). This Notice is being sent to you by order of the Los Angeles County Superior Court, which certified the Settlement Class and preliminarily approved the settlement on [DATE]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from the settlement. If you do not exclude yourself from the Settlement Class, you will be bound to the terms of the settlement.

WHAT IS THIS SETTLEMENT ABOUT?

Plaintiff Pedro Sanchez initiated this Lawsuit by filing a class action lawsuit on March 15, 2016, seeking penalties for non-compliant wage statements, unpaid vacation wages, and penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"). Plaintiff subsequently dismissed the claims relating to unpaid vacation wages without prejudice. As of the date of this Notice, only claims relating to non-compliant wage statements remain as a part of the Lawsuit.

Pierre Landscape, Inc. ("Pierre") denies all of the allegations, contends that it has complied with the law, and is prepared to defend the Lawsuit. Pierre has agreed to this settlement as a compromise of disputed claims and to avoid ongoing litigation costs and disruption.

The Court has not made any rulings on the merits of the action.

WHY IS THERE A SETTLEMENT?

This Settlement is the result of substantial litigation, an extensive review of data, and a mandatory settlement conference conducted by Hon. William F. Highberger of the Los Angeles Superior Court, Complex Division. The negotiations process proceeded with an informed understanding of the law and facts.

The Court did not decide in favor of the Plaintiff/Class or Pierre and Pierre has not admitted any wrongdoing. Instead, both sides agreed to a settlement after weighing the risks and expense of proceeding

against the benefits obtained by all Parties, including compensation for the Settlement Class. The Settlement Class Representative and his lawyers think the settlement is best for the Settlement Class.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Pedro Sanchez is the Class Representative or Named Plaintiff in the Lawsuit, and asserts claims on behalf of himself and the Settlement Class. Pierre Landscape is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The Court has certified a Settlement Class consisting of all current and former employees of Defendant Pierre Landscape, Inc. in California to whom paychecks were issued during the period of March 15, 2015 through November 4, 2016.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final judgment in the Lawsuit, Pierre will pay \$352,525.00 (“Gross Settlement Fund”). After the amounts designated as PAGA penalties payable to the State of California, attorneys’ fees and costs, class representative enhancement awards, and settlement administration costs are deducted from the Gross Settlement Fund, the remaining Net Settlement Amount (“NSA”) will be distributed to all Settlement Class Members as described below.

Class Counsel Award: Class Counsel will request up to one-third of the Gross Settlement Fund as attorneys’ fees for litigation and resolution of the Lawsuit and actual expenses and costs, subject to a fee splitting agreement between Class Counsel. This amount will be paid from the Gross Settlement Fund, and any amount not awarded will revert to the NSA. The Class Counsel Award request is subject to the review and approval of the Court.

Class Representative Enhancement Award: Class Counsel will request an enhancement award for Plaintiff Pedro Sanchez of no more than \$15,000 to be paid out of the Gross Settlement Fund for his service to the Settlement Class and general release of all individual claims. Any amount not awarded will revert to the NSA.

Settlement Administration: The cost of settlement administration is estimated at \$9,750.00, which pays for tasks such as translating and mailing this Notice, calculating payments based on data provided by the parties, mailing checks and tax forms, and reporting to the parties and the Court.

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Uncashed Checks: Any checks sent to the Settlement Class that remain uncashed 180 days after issuance shall be voided those funds shall be donated to a nonprofit organization dedicated to protecting the rights of Californians such as those in the Settlement Class. The nonprofit organization preliminarily approved in this Settlement is Bet Tzedek.

HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

Unless you exclude yourself, you will be bound by the terms of the Settlement, if approved by the Court. This means, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Pierre or its present and former predecessors, successors, parent companies, subsidiaries, shareholders, employees, officers, directors, attorneys, insurers, successors and assigns (“Releasees”) about the legal issues in this case.

It also means that all of the Court’s orders will apply to you and legally bind you. If the Settlement is approved, you will be releasing and forever discharging Released Parties from any and all Released Claims. “Released Claims” shall collectively mean all claims against Releasees, from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, complaints, rights, losses, costs,

agreements, promises, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity, regarding or relating to issuance of wage statements, violations of Labor Code §§ 226 or 226.3 and related claims pursuant to Labor Code § 2698 *et seq.* which arose between March 15, 2015 through November 4, 2016.

HOW IS AN INDIVIDUAL SETTLEMENT PAYMENT DETERMINED?

The Individual Settlement Payments from the NSA will be to all Participating Class Members based on the number of wage statements attributable to the individual Participating Class Member, up to a maximum of 41 wage statements. The Participating Class consists of all individuals who are members of the Settlement Class and who do not exclude themselves from this Settlement. The total number of wage statements attributed to the individual Participating Class Member shall be divided by the aggregate of wage statements issued to the Participating Class as a whole, up to a maximum of 41 wage statements per Participating Class Member to determine the Individual Settlement Share.

YOUR ESTIMATED SETTLEMENT PAYMENT IS: \$[INDIVIDUAL'S AMOUNT]. YOU HAVE [XX] COMPENSABLE WAGE STATEMENTS WITHIN THE CLASS PERIOD.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

Subject to Court approval, if you are a member of the Participating Class, you will automatically receive money from this settlement based on the formula explained above. No further action is required. If you did not receive this notice at your current mailing address, or if your mailing address has changed, you will need to contact the settlement administrator at [ADMINISTRATOR ADDRESS] or call [ADMINISTRATOR PHONE NUMBER] and provide your current mailing address, the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747), your full name, and the last four digits of your Social Security number.

Your estimated Settlement Payment is stated above. If you dispute your estimated Individual Settlement Share, you must advise the Settlement Administrator and provide any documents you have to substantiate your dispute.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to exclude yourself from the Settlement. You may wish to exclude yourself if you do not want to be bound by the settlement or the orders of the Court, or you wish to pursue your claim on an individual basis. To do so, you must mail a written statement requesting exclusion from the settlement postmarked no later than [OPT OUT DATE] to the following address: [ADMINISTRATOR ADDRESS].

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Settlement Class Member; (3) must include the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747); and (4) must be postmarked by [OPT OUT DATE] and returned to the Settlement Administrator at the specified address. Unless you timely request to be excluded from the Settlement, you will be legally bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

Some individuals previously received notice of this Lawsuit. Even if you previously received a notice regarding this Lawsuit and you did not exclude yourself after receiving the earlier notice, you have the right to exclude yourself from the Settlement by submitting a written request for exclusion, as described above. However, in the event the Court does not approve the Settlement, you will be bound by any future judgment according to the prior notice.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Participating Class Member who has not asked to be excluded from the settlement may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”).

You may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects or overrules your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your written objection and a notice of intention to appear at the Final Approval Hearing to the Settlement Administrator at the addresses listed below. You must include your name, address, telephone number, the name of the case and case number (*Sanchez v. Pierre Landscape, Inc.*, Case No. BC613747), your signature, and the reasons you object to the settlement.

- Settlement Administrator
[Name, address]
-

Only members of the Participating Class who have filed and served timely written objections will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. Objecting to the settlement is not the same as excluding yourself from the Lawsuit. If you file an objection, you still remain eligible to receive an individual settlement award, and will still be bound by the Court’s decision. You will not have an opportunity to opt-out after the Court’s decision.

WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to the representative Plaintiffs.

The Final Approval Hearing is scheduled to take place on [FINAL APPROVAL HEARING DATE], at XXX a.m. in Department 11 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing may be continued without further notice to the Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if (a) you have timely served and filed an Objection, and (b) followed the procedures set forth above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing.

If you have requested exclusion from the Lawsuit, however, you may not speak at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS LAWSUIT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement, whether or not they cash their Individual Settlement Payments. Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims during the period between March 15, 2015 and November 4, 2016.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. If you have any questions about the settlement, you can contact Class Counsel at the addresses listed below.

CLASS COUNSEL:

Kenneth A. Goldman
Law Office of Kenneth A. Goldman, PC
15303 Ventura Blvd., Ste. 1650
Sherman Oaks, CA 91403
Tel.: (818) 289-7689

Sahag Majarian, II
Law Offices of Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356
Tel: (818) 609-0807
(Spanish speaker available)

WHAT HAPPENS IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information. You may call [Administrator Phone Number] to update your address.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.