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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

Gerardo Ramirez, individually and on
behalf of all similarly situated individuals;

Plaintiff,

vs.

**Garcia's Landscaping Maintenance,
Inc.**, a California corporation, **Pablo
Guzman** Garcia, an individual; **Tenley
Martinez** Garcia, an individual; and
Does 1-100;

Defendants.

CASE NO. 56-2023-00576200-CU-OE-
VTA

[Assigned to the Honorable Charmain H.
Buehner, Dept. 44]

[CLASS ACTION]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____, 2026

Time: _____ a.m.

Dept: 44

Case filed: March 6, 2023

Trial date: None Set Yet

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and
3 between Plaintiff Gerardo Ramirez, individually and on behalf of the Settlement Class, and
4 as an aggrieved employee and Private Attorney General, and Defendants Garcia's
5 Landscaping Maintenance Inc., and Tenley Martinez Garcia ("Defendants").

6 **DEFINITIONS**

7 1. "Actions" means the court actions entitled "*Gerardo Ramirez v. Garcia's*
8 *Landscaping Maintenance Inc., et al.*", Case No. 56-2023-00576200-CU-OE-VTA, pending
9 before the Ventura County Superior Court.

10 2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class
11 Action and PAGA Settlement.

12 3. "Class" or "Class Members" means all current and former hourly paid or non-
13 exempt employees employed by Defendants within the state of California at any time during
14 the Class Period.

15 4. "Class Counsel" means Elliot J. Siegel of King & Siegel LLP and Xavier Villegas
16 of Law Office of Xavier Villegas, APC.

17 5. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's
18 litigation and resolution of this Action and their expenses and costs incurred in connection
19 with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will
20 request attorneys' fees not to exceed one-third of the Gross Settlement Amount, *i.e.*, Fifty-
21 Three Thousand Three Hundred and Thirty-Three Dollars (\$53,333), and the
22 reimbursement costs and expenses associated with the litigation and settlement of the
23 Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court's
24 approval. Defendants have agreed not to oppose Class Counsel's request for fees and
25 reimbursement of costs and expenses in the amount set forth above.

26 6. "Class List" means a complete list of all Class Members that Defendants will
27 diligently and in good faith compile from its records and provide to the Settlement
28 Administrator within ten calendar days after Preliminary Approval of this Settlement. The

1 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
2 Class Member's: (1) full name; (2) last known home address; (3) last known telephone
3 number; (4) social security number; (5) start and end dates of active employment as a non-
4 exempt employee of Defendants in the State of California; (6) total Workweeks during the
5 Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information
6 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7 7. "Class Period" means the period from March 6, 2019, and ending on February
8 13, 2026.

9 8. "Class Representative" means Plaintiff Gerardo Ramirez in his capacity as
10 representative of the Participating Class Members.

11 9. "Class Representative Enhancement Award" means the amount that the Court
12 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in
13 recognition of the efforts and risks he took in assisting with the prosecution of the Action
14 and in exchange for the General Release of his claims as provided herein.

15 10. "Court" means the Superior Court of the State of California for the County of
16 Ventura.

17 11. "Defendants" means Garcia's Landscaping Maintenance Inc., and Tenley
18 Martinez Garcia.

19 12. "Defense Counsel" means Gregory J. Ramirez of Law Office of Gregory J.
20 Ramirez.

21 13. "Effective Date" means the date that all of the following events have occurred:
22 (i) the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff
23 and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the
24 Class Notice has been sent to the Class Members, providing them the opportunity to object
25 to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held
26 a formal fairness hearing and entered the Court's Final Order and Judgment.

27 14. "Final Approval" means the Court entering an order granting final approval of
28 the Settlement Agreement.

1 15. “Gross Settlement Amount” means the sum of One Hundred Sixty Thousand
2 Dollars (\$160,000.00). The Gross Settlement Amount is non-reversionary; no portion of the
3 Gross Settlement Amount will return to Defendants, and includes all: (1) payments to the
4 Class; (2) Class Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration
5 Costs; (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to
6 the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members.
7 The Gross Settlement Amount is exclusive of employer share of any applicable payroll taxes,
8 and any such employer-side payroll taxes shall be paid by Defendants separately and in
9 addition to the Gross Settlement Amount.

10 16. “Individual Settlement Payment” means the amount payable from the Net
11 Settlement Amount to each Participating Class Member and any payment a PAGA Member
12 is eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
13 Payments shall be paid by a Settlement Check made payable to Participating Class Members
14 and/or PAGA Members.

15 17. “Net Settlement Amount” means the funds available for payments to the
16 Class, which shall be amount remaining after the following amounts are deducted from the
17 Gross Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
18 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5)
19 the PAGA Penalties to be paid to the LWDA and PAGA Members.

20 18. “Notice” means the Notice of Proposed Class Action Settlement in a form
21 substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class
22 Members’ last known address, and which will provide Class Members with information
23 regarding the Actions and information regarding the Settlement of the Actions.

24 19. “Objection” means a Class Member’s valid and timely written objection to the
25 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full
26 name, address, telephone number, last four digits of the employees’ social security number
27 or employee ID number; (b) the name of the case and case number; and (c) a written
28 statement of all grounds for the objection accompanied by legal support, if any, for such

objection.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

21. “PAGA Members” means all current and former hourly paid non-exempt employees of Defendants who were employed by Defendants in the State of California at any time during the PAGA Period.

22. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under the PAGA. The Parties have agreed that Fifteen Thousand Dollars (\$15,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$11,250.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$3,750.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the Class Action if the PAGA Penalties are approved by the Court.

23. “PAGA Period” means the period from December 27, 2021, and ending on February 13, 2026.

24. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

25. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

26. “Pay Period” shall mean any pay period, in which a PAGA Member worked at least one (1) shift during the PAGA Period.

27. “Plaintiff” means Gerardo Ramirez

28. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement in an order in substantially the same form as the order attached as **Exhibit B**.

29. “Final Approval” means the Court granting final approval of the Settlement

1 and entering judgment in an order in substantially the same form as the order attached as
2 **Exhibit C.**

3 30. “Released Class Claims” means all claims, rights, demands, liabilities and
4 causes of action that are alleged, or reasonably could have been alleged, based on the facts
5 asserted in Plaintiff’s March 6, 2023 Class Action Complaint, including factual claims
6 regarding Defendants’ alleged: (1) failure to pay all regular wages, minimum wages and
7 overtime wages due; (2) failure to provide meal periods or compensation in lieu thereof; (3)
8 failure to provide rest periods or compensation in lieu thereof; (4) failure to pay wages
9 timely at time of termination or resignation; (5) failure to provide timely pay wages
10 during employment; (6) failure to provide complete, accurate wage statements; (7) failure
11 to reimburse necessary business expenses; and (8) unfair business practices. This release
12 shall apply to claims arising during the Class Period.

13 31. “Released PAGA Claims” means any and all claims for civil penalties under
14 PAGA based on the factual allegations and claims in Plaintiff’s December 27, 2022 PAGA
15 Notice Letter to the LWDA.

16 32. “Released Parties” means the named Defendant Garcia’s Landscaping
17 Maintenance Inc. and Tenley Martinez Garcia, and their past, present and/ or future, direct
18 and/ or indirect, officers, directors, members, managers, agents, representatives, attorneys,
19 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
20 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

21 33. “Request for Exclusion” means a valid and timely written statement submitted
22 by a Class Member requesting to be excluded from the class settlement. To be effective, the
23 Request for Exclusion must contain (a) the Class Member’s name, address, telephone
24 number, and the last four digits of the Class Member’s Social Security number and/or the
25 Employee ID number and (b) a clear statement requesting to be excluded from the
26 settlement of the Class claims. To be effective, the Request for Exclusion must be post-
27 marked by the Response Deadline and received by the Settlement Administrator. The
28 Request for Exclusion shall not be effective as to the release of claims arising under the

1 PAGA.

2 34. "Response Deadline" means the date 30 calendar days after the Settlement
3 Administrator mails Notice to Class Members and the last date on which Class Members
4 may submit Requests for Exclusion, written objections to the Settlement, or Workweek
5 Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response
6 Deadline will be extended to the next day on which the U.S. Postal Service is open. The
7 Response Deadline for Requests for Exclusion, written objections, and workweek disputes
8 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
9 by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday,
10 in which case the Response Deadline will be extended to the next day on which the U.S.
11 Postal Service is open. The Response Deadline may also be extended by express agreement
12 between Class Counsel and Defendants. Under no circumstances, however, will the
13 Settlement Administrator have the authority to unilaterally extend the deadline for Class
14 Members to submit a Request for Exclusion or objection to the Settlement.

15 35. "Settlement" means the disposition of the Actions pursuant to this Agreement.

16 36. "Settlement Administrator" means Apex Class Action Settlement
17 Administrator ("Apex"). The Parties each represent that they do not have any financial
18 interest in the Settlement Administrator or otherwise have a relationship with the
19 Settlement Administrator that could create a conflict of interest.

20 37. "Settlement Administration Costs" mean the costs payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering this Settlement,
22 including, but not limited to, translating the Notice, printing, distributing, and tracking
23 documents for this Settlement, calculating/confirming the class member Workweeks from
24 the information contained in the Class List, calculating each Participating Class Member's
25 Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount,
26 providing necessary reports and declarations, and other duties and responsibilities set forth
27 herein to process this Settlement, and as requested by the Parties. Settlement
28 Administration Costs shall not exceed \$15,000.00.

1 Notice and denies any and all liability for the causes of action alleged.

2 44. On February 13, 2026, the Parties participated in an all-day mediation
3 presided over by James H. Cordes (“Mediator”), a respected mediator of complex wage and
4 hour actions, whose continued assistance with settlement negotiations led to this Agreement
5 to settle the Action. The settlement discussions were conducted at arm’s-length, and the
6 Settlement is the result of an informed and detailed analysis of Defendants’ potential liability
7 and exposure in relation to the costs and risks associated with continued litigation.

8 45. Prior to mediation, Class Counsel obtained, through informal discovery, a
9 sampling of time and payroll records and pertinent written policies. Class Counsel has
10 conducted a thorough investigation into the facts of the Action, including an extensive
11 review of the documents and data, and has diligently pursued an investigation of the class
12 claims against Defendants. Based on the documents produced, as well as Class Counsel’s
13 own independent investigation and evaluation, Class Counsel believes that the Settlement
14 with Defendants for the consideration and on the terms set forth in this Settlement
15 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members
16 in light of all known facts and circumstances, including the risk of significant delay, the class
17 not being certified, uncertainty associated with continued litigation, and the various
18 defenses asserted by Defendants.

19 46. The Court has not granted class certification.

20 47. The Parties expressly acknowledge that this Settlement Agreement is entered
21 into solely for the purpose of compromising significantly disputed claims and that nothing
22 herein is an admission of liability or wrongdoing by Defendants. If for any reason the
23 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
24 be returned to their original respective positions in the Action, as of the date on which the
25 Settlement was reached. Plaintiff will not be deemed to have waived, limited, or affected in
26 any way any claims, rights, or remedies in the Action, and Defendants will not be deemed to
27 have waived, limited, or affected in any way any of its objections or defenses in the Action.

28 48. The Parties stipulate to the certification of the Class for purposes of settlement

1 only.

2 49. The Parties agree that certification for the purpose of settlement is not an
3 admission that certification is proper under Section 382 of the California Code of Civil
4 Procedure. Should, for whatever reason, the Court not grant Final Approval, or if judgment
5 thereon not become final, the Parties' stipulation to class certification as part of the
6 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
7 be admissible in connection with, the issue of whether or not certification would be
8 appropriate or inappropriate in a non-settlement context in this or any other proceeding.

9 **JURISDICTION**

10 50. The Court has jurisdiction over the Parties and the subject matter of the
11 Action. The Action includes claims that, while Defendants them in their entirety, would, if
12 proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
13 Court has granted Final Approval and after the Court has ordered the entry of judgment, the
14 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of
15 Court and Section 664.6 of the California Code of Civil Procedure, for purposes of
16 addressing: (a) the interpretation and enforcement of the terms of the settlement and this
17 Agreement, (b) settlement administration matters, and (c) such post-judgment matters as
18 may be appropriate under court rules or as set forth in this Settlement Agreement.

19 **TERMS OF THE AGREEMENT**

20 51. Settlement Consideration: Defendants shall fund the Gross Settlement
21 Amount and all applicable employer-side payroll taxes as follows:

22 A. *\$50,000 within 15 days the Parties' execution of this Agreement to be deposited*
23 *into a QSF managed and held by the Settlement Administrator;*

24 B. *\$6,000 to be paid monthly starting January 1, 2027 and continuing through*
25 *May 1, 2028, with the final payment of \$8,000, plus all required payroll taxes,*
26 *to be made on June 1, 2028.*

27 52. The following will be paid out of the Gross Settlement Amount: the sum of the
28 Individual Settlement Payments, the Class Representative Enhancement Payments, Class

1 Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
2 specified in this Agreement. Except for any employer-side taxes due on the Individual
3 Settlement Payments, or as a result of a potential increase in the number of Workweeks as
4 set forth below in Paragraph 53, Defendants shall not be required to pay more than the Gross
5 Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement
6 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to
7 Defendants.

8 53. Potential Increase to the Gross Settlement Amount: The Gross Settlement
9 Amount is based on Defendants' representation that the Class Members worked a total of
10 12,818- Workweeks during the Class Period. Should the qualifying Workweeks worked by
11 the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by
12 more than 1,282 Workweeks), Defendant shall increase the Gross Settlement Amount on a
13 pro-rata basis equal to the percentage increase in the number of Workweeks worked by the
14 Class Members above 10%. For example, if the number of Workweeks increases by 11%, the
15 Gross Settlement Amount will increase by 1%.

16 54. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar
17 days of the funding of the Settlement, the Settlement Administrator will issue payments for:
18 (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class
19 Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement
20 Administration Costs.

21 55. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
22 motion by Class Counsel for attorneys' fees of not more than one-third percent of the GSA,
23 plus the reimbursement of costs and expenses associated with the litigation and settlement
24 of the Actions, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), both
25 of which will be paid from the Gross Settlement Amount. Any portion of the requested fees
26 or costs that are not awarded to the Class Counsel shall be reallocated to the Net Settlement
27 Amount and distributed to Participating Class Members as provided in this Agreement. For
28 the avoidance of doubt, if the escalator clause is triggered, Class Counsel shall have the right

1 to seek up to one-third of the escalated GSA as fees.

2 56. Class Representative Enhancement Payment: Defendants agree not to oppose
3 or object to any application or motion by Plaintiff for a Class Representative Enhancement
4 Payment of Five Thousand Dollars for Plaintiff Gerardo Ramirez (\$5,000). The Class
5 Representative Enhancement Payment is in exchange for his time, effort, and risk in
6 bringing and prosecuting the Action. Any portion of the requested Class Representative
7 Enhancement Payments that is not awarded to the Class Representative shall be reallocated
8 to the Net Settlement Amount and distributed to Participating Class Members as provided
9 in this Agreement. The Administrator will pay the Class Representative Service Payments
10 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
11 owed on the Class Representative Service Payment.

12 57. Settlement Administration Costs: The Settlement Administrator will be paid
13 for the reasonable costs of administration of the Settlement and distribution of payments
14 from the Gross Settlement Amount as further set forth in this Agreement. Settlement
15 Administration Costs shall not exceed 15,000.00.

16 58. PAGA Penalties: Fifteen Thousand Dollars (\$15,000.00) shall be allocated
17 from the Gross Settlement Amount for settlement of claims for civil penalties under the
18 PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA
19 Penalties, or Eleven Thousand Two-Hundred and Fifty Dollars (\$11,250.00), to the LWDA.
20 Three Thousand Seven-Hundred and Fifty Dollars (\$3,750.00) will be distributed to PAGA
21 Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA
22 Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA
23 Penalties regardless of their decision to opt-out of the Class settlement.

24 59. Net Settlement Amount for Payment of Class Claims: The Net Settlement
25 Amount will be used to satisfy the class portion of Participating Class Members' Individual
26 Settlement Payments in accordance with the terms of this Agreement.

27 60. Individual Settlement Payment Calculations: Individual Settlement Payments
28 will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of

1 the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula
2 set forth herein:

3 a) Calculation of Class Portion of Individual Settlement Payments: The
4 Settlement Administrator will calculate the total Workweeks for all Participating Class
5 Members by adding the number of Workweeks worked by each Participating Class Member
6 during the Class Period. The respective Workweeks for each Participating Class Member will
7 be divided by the total Workweeks for all Participating Class Members, resulting in the
8 Payment Ratio for each Participating Class Member. Each Participating Class Member's
9 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each
10 Settlement Class Member's estimated share of the Net Settlement Amount.

11 b) Calculation of PAGA Portion of Individual Settlement Payments: The
12 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by
13 adding the number of Pay Periods worked by each PAGA Member during the PAGA Period.
14 The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods
15 for all PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA
16 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA
17 Penalties to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA
18 Members shall receive this portion of their Individual Settlement Payment regardless of
19 whether they opt out of the participation regarding the Class claims.

20 c) Allocation of Individual Settlement Payments: All Individual
21 Settlement Payments will be allocated as follows: Ten Percent (10%) of each Individual
22 Settlement Payment will be allocated as wages; Forty-Five Percent (45%) shall be allocated
23 as interest; and Forty-Five Percent (45%) shall be allocated as penalties. The portion of the
24 Individual Settlement Payment allocated to wages will be reported by the Settlement
25 Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on
26 an IRS Form-1099 by the Settlement Administrator.

27 61. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
28 Participating Class Members under this Settlement, as well as any other payments made

1 pursuant to this Settlement, will not be utilized to calculate any additional benefits under
2 any benefit plans to which any Class Members may be eligible, including, but not limited to
3 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
4 leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that
5 this Settlement Agreement will not affect any rights, contributions, or amounts to which any
6 Class Members may be entitled under any benefit plans.

7 62. Settlement Administration Process: The Parties agree to cooperate in the
8 administration of the Settlement and to make all reasonable efforts to control and minimize
9 the costs and expenses incurred in administration of the Settlement. The Settlement
10 Administrator will provide the following services:

- 11 a) Establish and maintain a Qualified Settlement Fund.
- 12 b) Calculate the Individual Settlement Payment each Participating Class
13 Member is eligible to receive and the portion of the PAGA Penalties
14 each PAGA Member shall receive.
- 15 c) Translate the Notice from English to Spanish.
- 16 d) Print and mail the Notice in English and Spanish.
- 17 e) Conduct additional address searches for mailed Notices that are
18 returned as undeliverable.
- 19 f) Process Requests for Exclusion, field inquiries from Class Members.
- 20 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099
21 Tax Forms and any other filings required by any governmental taxing
22 authority.
- 23 h) Provide declarations and/or other information to the Court as
24 requested by the Parties and/or the Court regarding the settlement
25 administration process.
- 26 i) Provide weekly status reports to counsel for the Parties.
- 27 j) Posting a notice of final judgment online at Settlement Administrator's
28 website.

63. Delivery of the Class List and Tax Rate Information: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to void the Agreement.

64. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

65. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection, or Workweek dispute to the Settlement.

66. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of

1 Workweeks each respective Class Member worked for Defendants during the Settlement
2 Class Period; (e) each Class Member's estimated Individual Settlement Payment and the
3 formula for calculating Individual Settlement Payments; (f) the dates which comprise the
4 Class Period; (g) the deadlines by which the Class Member must postmark Requests for
5 Exclusion, Objections to the Settlement, or Workweek disputes; (h) the claims to be
6 released, as set forth herein; and (i) the date for the final approval hearing.

7 67. Disputed Information on Notice: Class Members will have an opportunity to
8 dispute the information provided in their Notice. To the extent Class Members dispute the
9 number of Workweeks with which they have been credited or the amount of their Individual
10 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
11 showing that such information is inaccurate. Absent evidence rebutting Defendants'
12 records, Defendants' records will be presumed determinative. However, if a Class Member
13 produces evidence to the contrary by the Response Deadline, the Parties will evaluate the
14 evidence submitted by the Class Member and the Parties will make the final decision as to
15 the number of eligible Workweeks that should be applied and/or the Individual Settlement
16 Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute
17 will be submitted to the Court.

18 68. Defective Submissions: If a Class Member's Request for Exclusion is defective
19 as to the requirements listed herein, that Class Member will be given an opportunity to cure
20 the defect(s). The Settlement Administrator will mail the Class Member a cure letter within
21 three (3) business days of receiving the defective submission to advise the Class Member
22 that his or her submission is defective and that the defect must be cured to render the
23 Request for Exclusion valid. The Class Member will have until the later of (a) the Response
24 Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is
25 later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure
26 letter by filing a defective claim, then the Settlement Administrator will have no further
27 obligation to give notice of a need to cure. If the revised Request for Exclusion is not
28 postmarked within that period, it will be deemed untimely.

1 69. Request for Exclusion Procedures: Any Class Member wishing to opt-out from
2 the Class settlement must sign and postmark a written Request for Exclusion to the
3 Settlement Administrator by the Response Deadline. The Request for Exclusion must
4 include (a) the Class Member's name, address, telephone number, and the last four digits of
5 the Class Member's Social Security number and/or the Employee ID number and (b) a clear
6 statement requesting to be excluded from the settlement of the Class claims. The date of the
7 postmark on the return mailing envelope receipt confirmation will be the exclusive means
8 to determine whether a Request for Exclusion has been timely submitted. All Requests for
9 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
10 Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted.
11 All Class Members who do not request exclusion from the Action will be bound by all terms
12 of the Settlement Agreement if the Settlement is granted final approval by the Court. The
13 Request for Exclusion shall not be effective as to the release of claims arising under the
14 PAGA. The Parties agree that there is no right for a PAGA Member to opt out of our object
15 to the PAGA Settlement.

16 70. Defendants' Right to Rescind: If 35% or more of the Class Members (rounded
17 to the next whole number) elect not to participate in the Settlement, Defendants may, at
18 their election, rescind the Settlement Agreement and all actions taken in furtherance of it
19 will be thereby null and void. Defendants must meet and confer with Class Counsel prior to
20 exercising this right and must make clear its intent to rescind the Agreement within fourteen
21 (14) calendar days of the expiration of the opt-out period. If Defendants exercise its right to
22 rescind the Agreement, Defendants shall be responsible for all Settlement Administration
23 Costs incurred to the date of rescission.

24 71. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
25 complete funding of the Gross Settlement Amount, any Class Member who does not
26 affirmatively opt-out of the Settlement by submitting a timely and valid Request for
27 Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval

1 to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such
2 Judgment or release. The names of Class Members who have opted-out of the settlement
3 shall be disclosed to the Counsel for both Plaintiff and Defendants.

4 72. Objection Procedures: To object to the Settlement, a Participating Class
5 Member must postmark a valid Objection to the Settlement Administrator on or before the
6 Response Deadline. The Objection must be signed by the Participating Class Member and
7 contain all information required by this Settlement Agreement including the employees full
8 name, address, telephone number, the last four digits of their social security number and/or
9 Employee ID number, the name of the case and case number, and the basis for the
10 Participating Class Member's objection. The postmark date will be deemed the exclusive
11 means for determining that the Notice of Objection is timely. Participating Class Members
12 who fail to object in the manner specified above will be foreclosed from making a written
13 objection, but shall still have a right to appear at the Final Approval Hearing in order to have
14 their objections heard by the Court. At no time will any of the Parties or their counsel seek
15 to solicit or otherwise encourage Participating Class Members to submit written objections
16 to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent
17 any Class Members with respect to any objections to this Settlement.

18 73. Certification Reports Regarding Individual Settlement Payment Calculations:
19 The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly
20 report which certifies: (a) the number of Class Members who have submitted valid Requests
21 for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class
22 Member has submitted a challenge to any information contained in the Notice. Additionally,
23 the Settlement Administrator will provide to Counsel for both Parties any updated reports
24 regarding the administration of the Settlement Agreement as needed or requested.

25 74. Uncashed Settlement Checks: Any checks issued by the Settlement
26 Administrator to Participating Class Members and PAGA Members will be negotiable for at
27 least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA
28 Member does not cash his or her Settlement Check or PAGA payment check within one

1 hundred eighty (180) days, the uncashed funds, subject to Court approval, shall be
2 distributed to the Controller of the State of California to be held pursuant to the Unclaimed
3 Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those Participating
4 Class Members and PAGA Members who did not cash their checks until such time that they
5 claim their property. The Parties agree that this disposition results in no “unpaid residue”
6 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be
7 paid out to Participating Class Members and PAGA Members, whether or not they all cash
8 their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required
9 to pay any interest on such amounts. The Individual Settlement Payments provided to
10 Participating Class Members and to PAGA Members shall prominently state the expiration
11 date or a statement that the Settlement Check will expire in one hundred eighty (180) days,
12 or alternatively, such a statement may be made in a letter accompanying the Individual
13 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except
14 for good cause and as mutually agreed by the Parties in writing. The Parties agree no
15 unclaimed funds will result from the Settlement, and therefore Defendants will not be
16 required to pay any interest on such amounts.

17 75. Administration of Taxes by the Settlement Administrator: The Settlement
18 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and
19 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts
20 paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
21 forwarding all payroll taxes and penalties to the appropriate government authorities.

22 76. Tax Liability: Defendants make no representations as to the tax treatment or
23 legal effect of the payments called for hereunder, and Plaintiff and Participating Class
24 Members are not relying on any statement, representation, or calculation by Defendants or
25 by the Settlement Administrator in this regard. Plaintiff and Participating Class Members
26 understand and agree that they will be solely responsible for the payment of any taxes and
27 penalties assessed on the payments described herein. Defendants’ share of any employer
28 payroll taxes and other required employer withholdings due on the Individual Settlement

1 Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be
2 paid separate and apart from the Gross Settlement Amount.

3 77. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
4 section, the "acknowledging party" and each Party to this Agreement other than the
5 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of
6 this Agreement, and no written communication or disclosure between or among the Parties
7 or their attorneys and other advisers, is or was intended to be, nor shall any such
8 communication or disclosure constitute or be construed or be relied upon as, tax advice
9 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as
10 amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own,
11 independent legal and tax counsel for advice (including tax advice) in connection with this
12 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
13 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
14 any communication or disclosure by any attorney or adviser to any other party to avoid any
15 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser
16 to any other Party has imposed any limitation that protects the confidentiality of any such
17 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding)
18 upon disclosure by the acknowledging party of the tax treatment or tax structure of any
19 transaction, including any transaction contemplated by this Agreement.

20 78. No Prior Assignments: The Parties and their Counsel represent, covenant, and
21 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
22 purported to assign, transfer, or encumber to any person or entity any portion of any
23 liability, claim, demand, action, cause of action or right herein released and discharged.

24 79. Release by Participating Class Members: Upon the complete funding of the
25 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants,
26 Participating Class Members shall fully and finally release and discharge the Released
27 Parties from the Released Class Claims that arose during the Class Period. This release shall
28 be binding on all Participating Class Members.

1 80. Release by the State of California and LWDA: As of the date on which
2 Defendants fully fund the Settlement, Plaintiff, the LWDA, and the State of California release
3 the Released Parties of and from the Released PAGA Claims that could have been asserted
4 under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in
5 the operative Complaint. A copy of this Agreement will be provided to the LWDA
6 concurrently with submission of the Preliminary Approval Motion. Eligible PAGA Members
7 will receive their share of the employee portion of the PAGA Penalties and will be deemed
8 to have released any claims arising out of PAGA, regardless of whether they opt-out from
9 the release of their Class claims.

10 81. Release of Claims by Plaintiff: Upon the full funding of the Gross Settlement
11 Amount, Plaintiff will be bound by the same release as the Class and Aggrieved Employees.
12 Plaintiff has reached an independent settlement regarding his non-Class and non-
13 representative claims, which is not dependent on approval of this Settlement or conditioned
14 upon it in any way.

15 82. Neutral Employment Reference: In the event that any potential or future
16 employers of Plaintiff request a reference regarding Defendants' employment of Plaintiff,
17 Defendants shall not refer to the Action or this Settlement. This provision applies only to
18 requests for employment reference directed to Defendants.

19 83. Nullification of Settlement Agreement: In the event that: (a) the Court does
20 not finally approve the Settlement as provided herein; (b) the Court strikes or does not
21 approve any material term of this Settlement Agreement; or (c) the Settlement does not
22 become final as written and agreed to by the Parties for any other reason, then this
23 Settlement Agreement, and any documents generated to bring it into effect, will be null and
24 void, all amounts deposited into the QSF will be returned to Defendants, and the Parties
25 shall be returned to their original respective positions. Any order or judgment entered by
26 the Court in furtherance of this Settlement Agreement will likewise be treated as void from
27 the beginning. Should the Court fail to approve this Settlement for any reason, the Parties
28 agree that they will return to and attend mediation with a mutually agreed Mediator in an

1 effort to reach a settlement that may be approved by the Court.

2 84. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court
3 to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
4 Approval Order for: (a) conditional certification of the Settlement Class for settlement
5 purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c)
6 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
7 Order will provide for the Notice to be sent to all Class Members as specified herein. In
8 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement,
9 which sets forth the terms of the Settlement, and will include the proposed Notice attached
10 as **Exhibit A**. Defendants agree that they will not oppose Plaintiff's Motion for Preliminary
11 Approval except to correct any material misrepresentations or mischaracterizations in
12 Plaintiff's Motion. Class Counsel further agrees that it/she/he will provide all necessary
13 notices to the LWDA of the settlement concurrently with Plaintiff's Motion for Preliminary
14 Approval. Any failure by the Court to fully and completely approve the Agreement as to the
15 Action will result in this Settlement Agreement entered into by the Parties, and all
16 obligations under this Settlement Agreement being nullified and voided.

17 85. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration
18 of the deadlines to postmark Requests for Exclusion, Objections to the Settlement
19 Agreement, or Workweek disputes, and with the Court's permission, a Final
20 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval
21 of the Settlement Agreement along with the amounts properly payable for: (a) Individual
22 Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative
23 Incentive Payment; and (d) the Settlement Administration Costs. Class Counsel will be
24 responsible for drafting all documents necessary to obtain Final Approval. Any failure by the
25 Court to fully and completely approve the Settlement Agreement as to all of the Action, or
26 the entry of any Order by another Court with regard to any of the Action which has the effect
27 of modifying material terms of this Agreement or preventing the full and complete approval
28 of the Settlement Agreement as written and agreed to by the Parties, will result in this

1 Agreement and all obligations under this Agreement being null and void. Defendants agree
2 they shall not oppose the granting of the Motion for Final Approval except to correct any
3 material misrepresentations or mischaracterizations in Plaintiff's Motion.

4 86. Court Approval: If the Court fails to approve this Settlement for any reason,
5 the Parties agree to attend mediation again in an effort and cooperate in good faith to reach
6 a settlement approved by the Court. However, if ultimately after submitting the settlement
7 for approval to the Court as set forth in the Settlement Agreement, any Court declines to
8 enter the preliminary approval order, the final approval order, or judgment in substantially
9 the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not
10 become final because of appellate court action, the terminating Party shall give to the other
11 Party (through its/her/their counsel) written notice of its decision to terminate no later than
12 fourteen (14) calendar days after receiving notice that one of the enumerated events has
13 occurred.

14 87. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement
15 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
16 present the Judgment to the Court for its approval. After entry of the Judgment, the Court
17 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
18 enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c)
19 such post-Judgment matters as may be appropriate under court rules or as set forth in this
20 Settlement.

21 88. Exhibits Incorporated by Reference: The terms of this Settlement include the
22 terms set forth in any attached Exhibit(s), which are incorporated by this reference as
23 though fully set forth herein. Any Exhibit(s) to this Settlement are an integral part of the
24 Settlement.

25 89. Entire Agreement: This Settlement Agreement and any attached Exhibit(s)
26 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
27 written or oral agreements may be deemed binding on the Parties.

28 90. Amendment or Modification: Subject to the Court's approval, this Settlement

1 Agreement may be amended or modified only by a written instrument signed by counsel for
2 all Parties or their successors-in-interest.

3 91. Binding on Successors and Assigns: This Settlement Agreement will be
4 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
5 previously defined.

6 92. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 93. Execution and Counterparts: This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned
11 copies of the signature page, will be deemed to be one and the same instrument provided
12 that counsel for the Parties will exchange among themselves original signed counterparts.

13 94. Acknowledgement that the Settlement is Fair and Reasonable: The Parties
14 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
15 Action and have arrived at this Settlement after arm's-length negotiations and in the context
16 of adversarial litigation, taking into account all relevant factors, present and potential. The
17 Parties further acknowledge that they are each represented by competent counsel and that
18 they have had an opportunity to consult with their counsel regarding the fairness and
19 reasonableness of this Settlement.

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

24 96. Class Action Certification for Settlement Purposes Only: The Parties agree to
25 stipulate to class action certification only for purposes of the Settlement. If, for any reason,
26 the Settlement is not approved, the stipulation to certification will be void. The Parties
27 further agree that certification for purposes of the Settlement is not an admission that class
28 action certification is proper under the standards applied to contested certification motions

1 and that this Agreement will not be admissible in this or any other proceeding as evidence
2 that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiff or
3 any Class Member, other than according to the Settlement's terms.

4 97. Non-Admission of Liability: The Parties enter into this Agreement to resolve
5 the dispute that has arisen between them and to avoid the burden, expense, and risk of
6 continued litigation. In entering into this Agreement, Defendants do not admit, and
7 specifically deny, they have violated any federal, state, or local law; violated any regulations
8 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations,
9 or legal requirements; breached any contract; violated or breached any duty; engaged in any
10 misrepresentation or deception; or engaged in any other unlawful conduct with respect to
11 their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the
12 negotiations connected with it, shall be construed as an admission or concession by
13 Defendants of any such violations or failures to comply with any applicable law. Except as
14 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
15 terms and provisions shall not be offered or received as evidence in any action or proceeding
16 to establish any liability or admission on the part of Defendants or to establish the existence
17 of any condition constituting a violation of, or a non-compliance with, federal, state, local or
18 other applicable law.

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

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

26 100. Dispute About Terms: Should a dispute arise about the terms of this
27 Agreement, such disputes shall be submitted to Kevin Barnes, Esq. for consultation.

28 101. Enforcement Action: In the event that one or more of the Parties institutes any

1 legal action or other proceeding against any other Party or Parties to enforce the provisions
2 of this Settlement or to declare rights and/or obligations under this Settlement, the
3 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
4 reasonable attorneys' fees and costs, including expert witness fees incurred in connection
5 with any enforcement actions.

6 102. Mutual Preparation: The Parties have had a full opportunity to negotiate the
7 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
8 more strictly against one Party than another merely by virtue of the fact that it may have
9 been prepared by counsel for one of the Parties, it being recognized that, because of the
10 arms-length negotiations between the Parties, all Parties have contributed to the
11 preparation of this Settlement Agreement.

12 103. Representation By Counsel: The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this
14 Agreement, and that this Agreement has been executed with the consent and advice of
15 counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that
16 there are no liens on the Agreement.

17 104. No Tax Advice: Neither Plaintiff, Class Counsel, Garcia's Landscaping
18 Maintenance Inc., Tenley Martinez Garcia, nor Defense Counsel are providing any advice
19 regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
20 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
21 amended) or otherwise.

22 105. All Terms Subject to Final Court Approval: All amounts and procedures
23 described in this Settlement Agreement herein will be subject to final Court approval.

24 106. Cooperation and Execution of Necessary Documents: The Parties agree to
25 cooperate to promote participation in the Settlement, and in seeking court approval of the
26 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
27 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain
28 waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval

1 process and will work in good faith to reach an agreement approved by the Court.
2 Defendants further agree that they will not oppose Plaintiff's motion for preliminary
3 approval and/or motion for final approval, so long as the motion for preliminary approval
4 and/or motion for final approval are entirely consistent with the terms of this Settlement
5 Agreement.

6 107. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure
7 of the Settlement until after the filing of the motion for preliminary approval of the
8 Settlement. Plaintiff and his counsel represent that they have not made any such disclosure.
9 Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out
10 or object, or any PAGA Members to intervene or object. Class Counsel will take all steps
11 necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the
12 restriction against any public disclosure of the Settlement until after the Settlement is
13 preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees
14 not to publicize the terms of this Settlement via any medium, including but not limited to,
15 any newspaper, journal, magazine, website, online reporter of settlements, social media,
16 and/or direct mail.

17 108. Binding Agreement: The Parties warrant that they understand and have full
18 authority to enter into this Settlement, and further intend that this Settlement Agreement
19 will be fully enforceable and binding on all Parties and agree that it will be admissible and
20 subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement
21 confidentiality provisions that otherwise might apply under federal or state law.

22 109. Stay of Litigation. The Parties agree that upon the execution of this Agreement
23 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
24 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
25 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of
26 this settlement process.

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DATED: 8/13/26


Defendant Tenley Martinez Garcia

DATED: 8/13/26


Defendant Garcia's Landscaping Maintenance Inc.
Name: Tenley Martinez Garcia
Title: Chief Executive Officer

22/08/26

DATED: _____

Gerardo Ramirez (Aug 22, 2026 12:23:57 MDT)

Plaintiff Gerardo Ramirez

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Gerardo Ramirez v. Garcia's Landscaping Maintenance Inc., et al.
Ventura County Superior Court, Case No. 56-2023-00576200-CU-OE-VTA

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly paid or non-exempt employees employed by Garcia's Landscaping Maintenance Inc., and Tenley Martinez Garcia, within the State of California at any time between March 6, 2019 and February 13, 2026.

BASIC INFORMATION

1. What Is This Settlement About?

A lawsuit was commenced by Gerardo Ramirez ("Plaintiff"), former employee of Garcia's Landscaping Maintenance Inc., and Tenley Martinez Garcia ("Defendants") (collectively with Plaintiff, the "Parties"), on March 6, 2023 (the "Lawsuit").

The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not keep accurate and complete payroll records, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the PAGA. The Lawsuit alleges that Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Gerardo Ramirez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Ventura County Superior Court ("Court") is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement").

On [REDACTED], the Court granted preliminary approval of the Settlement, appointed Plaintiff Gerardo Ramirez ("as the Class Representative, and appointed his attorneys King & Siegel LLP and Law Office of Xaiver Villegas, APC as counsel for the Class ("Class Counsel"). The Class Representative and Class Counsel

think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between March 6, 2019 and February 13, 2026 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between December 27, 2021 to February 13, 2025 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendants will pay a maximum amount of One Hundred Sixty Thousand Dollars (\$160,000.00) (“Gross Settlement Amount”).¹ This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount of Fifty-Three Thousand Three Hundred and Thirty Three Dollars (\$53,333);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Plaintiff, Gerardo Ramirez;
- D. **Settlement Administration Costs** in an amount not to exceed \$15,000.00; and
- E. **PAGA Penalties** in the amount of Fifteen Thousand Dollars (\$15,000.00) for the settlement of claims arising under PAGA. Seventy-five percent (75%) of this amount (\$11,250.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$3,750.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly paid non-exempt employee of Defendants between March 6, 2019 through February 13, 2026 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

¹ Defendant will make payments on a payment plan. Full funding of the Settlement is anticipated in June 2028.

Your Individual Settlement Payment will be apportioned as ten percent (10%) wages; forty-five percent (45%) shall be allocated as interest; and forty-five percent (45%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

You worked [NUMBER] Workweeks during the Class Period. Your Individual Settlement Payment is \$[AMOUNT]. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.

You worked [NUMBER] Pay Periods during the PAGA Period. Your estimated share of the PAGA Penalties is \$[AMOUNT].

The Individual Settlement Payment was determined based on Defendants' records of your employment between September 26, 2020 to September 7, 2025, and is presumed correct. Your PAGA Penalties were determined based on Defendants' records of your employment between April 24, 2023, to September 7, 2025. If you dispute the accuracy of Defendants' records as to the number of Workweeks worked during the Class Period or Pay Periods during the PAGA Period, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks and Pay Periods will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for your portion of the Settlement and receive payment.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" means Defendant Garcia's Landscaping Maintenance Inc. and Tenley Martinez Garcia, and their past, present and/ or future, direct and/ or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged,

or reasonably could have been alleged, based on the facts asserted in Plaintiff's March 6, 2023 Class Action Complaint, including factual claims regarding Defendants' alleged: (1) failure to pay all regular wages, minimum wages and overtime wages due; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to pay wages timely at time of termination or resignation; (5) failure to provide timely pay wages during employment; (6) failure to provide complete, accurate wage statements; (7) failure to reimburse necessary business expenses; and (8) unfair business practices. This release shall apply to claims arising during the Class Period.

The "Class Period" during which the release of Released Class Claims pertains is from March 6, 2019 to February 13, 2026

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the factual allegations and claims in Plaintiff's December 27, 2022 PAGA Notice Letter to the LWDA.

The "PAGA Period" during which the release of the Released PAGA Claims pertain is from December 27, 2021 to February 13, 2026.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the PAGA (California Labor Code sections 2698, *et seq.*), then you must submit a Request for Exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because a request for exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written Request for Exclusion to the Settlement Administrator by no later than [RESPONSE DEADLINE]. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: "I wish to exclude myself from the class action settlement reached in the matter of *Gerardo Ramirez v. Garcia's Landscaping Maintenance Inc., et al.* I understand that by excluding myself I will not receive money from the class settlement."

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [RESPONSE DEADLINE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698, *et seq.*).

9. If I Don't Exclude Myself, Can I Sue Defendant For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between December 27, 2021 to February 13, 2026, you will still receive a share of the PAGA Penalties as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved KING & SIEGEL LLP and LAW OFFICE OF XAVIER VILLEGAS, APC, as Class Counsel. The firm's contact information is as follows:

KING & SIEGEL LLP
Elliot Siegel
724 S. Spring Street, Ste. 201
Los Angeles, California 90014
Telephone: (213) 465-4802

LAW OFFICE OF XAVIER VILLEGAS, APC
Xavier Villegas
2390 Las Posas Road, C168
Camarillo, CA 93010
Telephone: (805) 250-7488

Class Counsel will ask the Court for attorneys' fees of up to thirty-five percent of the Gross Settlement (estimated to be \$53,333) and reimbursement of litigation costs/expenses of up to \$35,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full

name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], at the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (<http://.com>).

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www.\[REDACTED\].com](http://www.[REDACTED].com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check

within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

EXHIBIT B

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 **KING & SIEGEL LLP**
4 724 S. Spring Street, Suite 201
Los Angeles, CA 90014
Tel: (213) 465-4802
Fax: (213) 465-4803

5 Xavier Villegas (Bar No. 293232)
6 Xavier@XavierVillegasLaw.com
7 **LAW OFFICE OF XAVIER VILLEGAS, APC**
8 2390 Las Posas Road, C168
Camarillo, CA 93010
Tel: (805) 250-7488
Fax: (805) 250-7499

9 Attorneys for Plaintiff Gerardo Ramirez

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF VENTURA**

13 **Gerardo Ramirez**, individually and on
14 behalf of all similarly situated individuals;

15 Plaintiff,

16 vs.

17 **Garcia's Landscaping Maintenance,**
18 **Inc.**, a California corporation, **Pablo**
19 **Guzman** Garcia, an individual; **Tenley**
Martinez Garcia, an individual; and
Does 1-100;

20 Defendants.

CASE NO. 56-2023-00576200-CU-OE-
VTA

[Assigned to the Honorable Charmain H.
Buehner, Dept. 44]

[CLASS ACTION]

21 **[PROPOSED] ORDER GRANTING**
22 **PLAINTIFF'S MOTION FOR**
23 **PRELIMINARY APPROVAL**

Date: _____, 2026

Time: _____ a.m.

Dept: 44

Case filed: March 6, 2023

Trial date: None Set Yet

[PROPOSED] ORDER

The Motion of Plaintiff Gerardo Ramirez (“Plaintiff”) for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came on regularly for hearing before this Court on [REDACTED]. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement attached as **Exhibit 3** to the Declaration of Elliot J. Siegel, (“Settlement Agreement” or “Settlement”), filed concurrently with the Motion and the declaration itself, having considered Plaintiff’ Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities in support thereof, and other supporting documents; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the Class.

3. The Class is defined as follows: “*All current and former non-exempt employees employed by Defendants within the state of California at any time from March 6, 2019 through February 13, 2026.*”

4. The Court has determined that the Class Notice fully and accurately informs all persons in the Class of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members. The Class Notice is attached as **Exhibit A** to the Declaration of Elliot J. Siegel and incorporated by reference.

5. The Court hereby grants preliminary approval of the Settlement as fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to consummate the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for Class Members to object or request exclusion to the Settlement.

6. The plan of distribution as set forth in the Stipulation providing for the distribution of the Net Settlement Amount to Settlement Class Members is preliminarily

1 approved as being fair, reasonable, and adequate.

2 7. The Court appoints as Class Counsel the following attorneys: Elliot J. Siegel of
3 King & Siegel LLP and Xavier Villegas of the Law Office Of Xavier Villegas, APC.

4 8. The Court preliminarily approves the payment of attorneys' fees in the amount
5 of one-third of the Maximum Settlement Amount to Class Counsel, which shall be paid from
6 the Maximum Settlement Amount.

7 9. The Court preliminarily approves the payment of incurred reasonable costs in
8 an amount not to exceed \$_____ to Class Counsel, which shall be paid from the Maximum
9 Settlement Amount as defined in the parties' Stipulation.

10 10. The Court preliminarily approves a payment in the amount of \$_____ to
11 the California Labor & Workforce Development Agency, representing the State of California's
12 portion of civil penalties under PAGA, and \$_____ to the alleged Aggrieved Employees,
13 which shall both be paid from the Maximum Settlement Amount.

14 11. The Court appoints Apex Class Action, LLC as the third-party Settlement
15 Administrator. The Court preliminarily approves the payment of incurred reasonable claims
16 administration costs to the Settlement Administrator, in an amount not to exceed \$25,000,
17 which shall be paid from the Maximum Settlement Amount.

18 12. The Court preliminarily approves an enhancement award to the Class
19 Representative, in the amount of \$_____, which amount shall be paid from the Maximum
20 Settlement Amount.

21 13. The parties are ordered to implement the Settlement according to the terms of
22 the Settlement Agreement. The Court directs the Settlement Administrator to mail the Notice
23 of Settlement to the members of the Class in accordance with the terms of the Settlement.

24 14. The hearing on Plaintiff's Motion for Final Approval of Settlement on the
25 question of whether the Settlement should be finally approved as fair, reasonable, and
26 adequate is scheduled in Department 44 of this Court, located at 800 South Victoria Avenue,
27 Ventura, CA 93009, on _____, 2026 at _____ a.m./p.m.

28 15. An implementation schedule is below:

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Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	[10 calendar days following preliminary approval]
Settlement Administrator to mail the Notice of Settlement to the Class no later than:	[7 calendar days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	[30 calendar days after mailing of the Notice of Settlement]
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	[16 court days before the Final Approval Hearing]
Hearing on Motion for Final Approval of Settlement	

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: By: HON. CHARMAIN H. BUEHNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

Gerardo Ramirez, individually and on
behalf of all similarly situated individuals;

Plaintiff,

vs.

**Garcia’s Landscaping Maintenance,
Inc.**, a California corporation, **Pablo
Guzman** Garcia, an individual; **Tenley
Martinez** Garcia, an individual; and
Does 1-100;

Defendants.

CASE NO. 56-2023-00576200-CU-OE-
VTA

[Assigned to the Honorable Charmain H.
Buehner, Dept. 44]

[CLASS ACTION]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: _____, 2026
Time: _____ a.m.
Dept: 44

Case filed: March 6, 2023
Trial date: None Set Yet

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this
3 action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on [REDACTED].

5 In conformity with California Rules of Court, rule 3.769, with due and adequate no-
6 tice having been given to Class Members (as defined in the Settlement Agreement), and
7 having considered the supplemental declaration of the Settlement Administrator, Settle-
8 ment Agreement, all of the legal authorities and documents submitted in support thereof,
9 all papers filed and proceedings had herein, all oral and written comments received regard-
10 ing the Settlement Agreement, and having reviewed the record in this litigation, and good
11 cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and or-
12 ders and makes the following findings and determinations and enters final judgment as
13 follows:

14 1. All terms used in this order shall have the same meanings given as those terms
15 are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Or-
16 der Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stip-
17 ulation of Class Action and PAGA Settlement (hereinafter "Settlement" or "Settlement
18 Agreement") is attached to the Declaration of Elliot J. Siegel in Support of Plaintiffs' Motion
19 for Preliminary Approval of Class Action Settlement as **Exhibit 3** and is made a part of this
20 Order.¹

21 2. The Court has personal jurisdiction over the Parties to this litigation and sub-
22 ject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

23 3. The previously certified Class, as further defined in the Settlement is as fol-
24 lows:

25 *All current and former hourly paid or non-exempt employees employed by Defendants within*
26 *the state of California at any time during the Class Period (March 6, 2019 through February*
27

28 ¹ The Court granted preliminary approval of the Settlement on [REDACTED], 2026.

13, 2026).

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 165 Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive litigation, investigation, and research, and their attorneys were able to reasonably evaluate their respective positions over the course of this litigation.

7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Class's claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured significant relief for Class Members.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court appoints Elliot J. Siegel of King & Siegel LLP and Xavier Villegas of Law Office of Xavier Villegas, APC as Class Counsel, and finds each of them to be

adequate, experienced, and well-versed in class action litigation.

10. The Court appoints Plaintiffs as the Class Representatives and finds them to be adequate.

11. The Court is satisfied that Apex Class Action LLC which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement and adequate periods of time to respond and to act were provided by each of these procedures.

12. As part of administration, the Court notes that zero Class Members filed written objections to the Settlement as part of this notice process, zero Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and zero Class Members submitted a request for exclusion.

13. The terms of the Settlement Agreement, including the Gross Settlement Amount of \$160,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

14. The Court further approves the following distributions from the Gross Settlement Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

a. The \$53,333.00 amount, representing 33% of the Maximum Settlement Amount, requested by Plaintiffs and Class Counsel for the Class Counsels' attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. Class Counsels' fee request is also supported by its lodestar cross-check, and the Court finds that Class Counsels' time spent on the matter and hourly rates charged by the

1 attorneys who worked on the matter are fair and reasonable. The Court grants final
2 approval of, awards, and orders the Class Counsel fees payment to be made in ac-
3 cordance with the Settlement Agreement.

4 b. The Court awards Class Counsel \$ [REDACTED] in litigation costs,
5 which is an amount which the Court finds to be reflective of the actual and reasonable
6 costs incurred. The Court grants final approval of Class Counsels' litigation expenses
7 payment and orders payment of this amount to be made in accordance with the Set-
8 tlement Agreement.

9 c. The \$5,000 enhancement award requested for Named Plaintiff
10 Gerardo Ramirez is fair and reasonable. The Court grants final approval of the pay-
11 ment and orders the payment to be made in accordance with the Settlement Agree-
12 ment.

13 d. The amount of \$ [REDACTED] designated for payment to the Settlement
14 Administrator is fair and reasonable. The Court grants final approval of it and orders
15 the Parties to make the payment to the Settlement Administrator in accordance with
16 the Settlement Agreement.

17 e. The Court approves of the \$15,000 allocation assigned for claims un-
18 der the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof
19 (i.e., \$11,250.00) to be paid to the California Labor and Workforce Development
20 Agency and orders 25% thereof (i.e., \$3,750.00) to be paid to the PAGA Members in
21 accordance with the terms of the Settlement Agreement.

22 15. The Court orders the Parties to otherwise comply with, effectuate, and carry
23 out all terms and provisions of the Settlement Agreement, to the extent that the terms there-
24 under do not contradict with this order, in which case the provisions of this order shall take
25 precedence and supersede the Settlement Agreement.

26 16. All Participating Class Members shall be bound by the Settlement and this
27 order, including the release of the "Released Parties" from the "Released Class Claims" that
28 arose during the "Class Period" as set forth in the Settlement Agreement.

1 17. Plaintiff, the LWDA, and the State California shall be bound by the Settlement
2 and this order including the release of the “Released Parties” from the “Released PAGA
3 Claims” that arose during the “PAGA Period.”

4 18. The Parties shall bear their own respective attorneys’ fees and costs except as
5 otherwise provided in this order and the Settlement Agreement. All checks mailed to the
6 Class Members must be cashed within 180 days of issuance and will be negotiable through
7 that date (the “Void Date”). Any envelope transmitting a settlement distribution to a class
8 member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS EN-
9 CLOSED.” The back of each Settlement check mailed to Participating Class Members shall
10 state: “By endorsing this check, I acknowledge that I read, understood, and agree to the
11 terms set forth in the Notice of Class Action Settlement and elect to participate in the set-
12 tlement of any potential FLSA claims covered by the Agreement.

13 19. Plaintiffs shall file with the Court a report regarding the status of distribution
14 no later than fifty (50) days after the Void Date.

15 20. No later than 10 days from this order, the Settlement Administrator shall give
16 notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b)
17 by posting a copy of this Order and Final Judgment on its website assigned to this matter.

18 21. The Court retains continuing jurisdiction over the Action and the Settlement,
19 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code
20 of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agree-
21 ment, (b) addressing settlement administration matters, and (c) addressing such post-
22 judgment matters as may be appropriate under court rules or applicable law.

23 22. This Final Judgment is intended to be a final disposition of the above-cap-
24 tioned action in its entirety and is intended to be immediately appealable. This final judg-
25 ment resolves all claims released by the Settlement Agreement against Defendants.

26 23. The Court hereby sets a hearing date of _____, 2029 at _____ for
27 a hearing on the final accounting and distribution of the settlement funds. Counsel shall file
28 with the Court a report regarding the status of distribution at least five days before the

1 hearing.².

2
3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4
5 DATED:

6 By: _____
7 HON. CHARMAIN H. BUEHNER
8 JUDGE OF THE SUPERIOR COURT
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28 ² The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.