STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff FRANCISCO RODRIGUEZ, individually and on behalf of the Settlement Class and Defendant LAND SERVICES LANDSCAPE CONTRACTORS, INC. ("Land Services"), subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. "Action" or "Lawsuit" refers to the civil action filed March 2, 2023 in the Superior Court of the State of California, County of Alameda captioned as *FRANCISCO RODRIGUEZ, an individual, on behalf of himself, the State of California, as a private attorney general, and on behalf of all others similarly situated v. LAND SERVICES LANDSCAPE CONTRACTORS, INC., a California Corporation; and DOES 1 to 50, Case No. 23CV028674*.

2. "Agreement" or "Settlement" or "Settlement Agreement" means this Stipulation of Class Action Settlement and Release of Claims.

3. "Applicable Wage Orders" shall mean the California Industrial Welfare Commission ("IWC") Wage Orders applicable to the facts of this case, including IWC Wage Order 14-2001 and others that may be applicable. (Cal. Code of Regs., tit. 8, § 11050, 11160.)

4. "Class" or "Class Member" shall include all individuals who are or were employed by Defendant as non-exempt employees in the State of California during the Class Period.

5. "Class Counsel" means and refers to Jonathan Melmed, Laura Supanich, and Michiko Vartanian of MELMED LAW GROUP P.C.

6. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with this Action, paid from the Maximum Settlement Fund.

7. "Class Data" means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Settlement Administrator and shall

include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) start and end dates of employment; (5) Social Security Number; (6) the number of Compensable Workweeks associated with each individual during the Class Period; (7) the number of qualifying PAGA Workweeks associated with each PAGA Covered Employee during the PAGA Period.

8. “Class Period” or “Settlement Period” means the period of time from March 2, 2019 until the point in time that the work week count reaches 13,500, and will end at that point in time.

9. “Class Released Claims” means all claims for wages, statutory and civil penalties, (but not PAGA Penalties) monies, damages, liquidated damages, premiums, interest, restitution, injunctive and declaratory relief, attorneys’ fees and costs, that were alleged in the operative Complaint in the Action, and/or any letter(s) submitted by Plaintiff to the Labor and Workforce Development Agency (“LWDA”) against Defendant in the Action, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Class Period , including, but not limited to: (1) failure to pay minimum wages in violation of California Labor Code sections 1197, 1198, 1194, 1194.2, the California Code of Regulations, and the applicable IWC Wage Orders; (2) failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, 1198 and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7,the California Code of Regulations, and applicable IWC Wage Orders; (4) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Orders; (5) failure to maintain accurate employment records in violation of California Labor Code section 1174; (6) failure to pay wages timely during employment in violation of California Labor Code section 200, 204, and 210; (7) failure to pay all wages earned and unpaid at separation of employment in violation of California Labor Code sections 201, 202, and 203; (8) failure to indemnify employees for all necessary business expenditures in violation of California Labor Code section 2802 and 2804; (9) failure to provide accurate itemized wage

statements in violation of California Labor Code sections 226(a) and 226(e); (10) violation of Business and Professions Code section 17200, et seq.; (11) all other statutory violations alleged in the operative complaint in the Action; and (12) with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period against the Released Parties. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any other individual or entity from filling or pursuing the Class Released Claims against the Released Parties in any forum.

10. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiff FRANCISCO RODRIGUEZ in addition to his Individual Settlement Payment and PAGA Individual Payment, as applicable, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

11. “Class Representative” means Plaintiff FRANCISCO RODRIGUEZ in his capacity as the representative of the Class Members.

12. “Compensable Workweeks” means the total number of workweeks during which a Class Member worked for Defendant during the Class Period.

13. “Complaint” shall mean the currently-operative complaint in the Action.

14. “Counsel for Defendant” shall refer to Kurt Bockes and Harman Deol of LITTLER MENDELSON, P.C.

15. “Court” means the Alameda County Superior Court.

16. “Defendant” means LAND SERVICES LANDSCAPE CONTRACTORS, INC.

17. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the settlement and entry of judgment expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of the final resolution of any appeal from the order granting final approval of the Settlement and entry of judgment.

18. “Employee’s Taxes and Required Withholding” shall mean the employee’s share

of any and all applicable federal, state, or local payroll taxes on the portion of any Settlement Class Member's Individual Settlement Payment that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Payments paid from the Net Settlement Amount.

19. "Employer's Taxes" shall mean and refer to Defendants' share of payroll taxes that is owed on the portion of any Settlement Class Member's Individual Settlement Payment that constitutes wages. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Maximum Settlement Fund or Net Settlement Amount.

20. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member.

21. "Maximum Settlement Fund" means the Maximum Settlement Amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, and which excludes Defendant's share of payroll taxes. Defendant shall separately pay its share of the Employer's Taxes in addition to the Maximum Settlement Fund on the portion of each Individual Settlement Payment allocated as wages.

22. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

23. "Notice Packet" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, or as otherwise approved by the Court.

24. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

25. "PAGA Covered Employees" means those Class Members who were employed by Defendant in California as nonexempt employees during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the

Settlement.

26. "PAGA Letter" or "PAGA Letters" means the letter or notice, pursuant to California Labor Code section 2699.3, that Plaintiff conveyed to the California Labor and Workforce Development Agency ("LWDA") on or about March 2, 2023, describing Defendant's alleged violations under the California Labor Code.

27. "PAGA Payment" means the portion of the Maximum Settlement Fund that is designated as civil penalties pursuant to PAGA in the total amount of Twenty Thousand Dollars ($20,000.00) allocated 75% to the LWDA ($15,000.00) and 25% ($5,000.00) to the PAGA Covered Employees.

28. "PAGA Individual Payment" means the amount paid from the 25% of PAGA Payment attributable to the PAGA Covered Employees.

29. "PAGA Period" means the period of time from March 2, 2022 until that point in time that the work week count reaches 13,500, and will end at that point in time.

30. "PAGA Released Claims" means the release of the Released Parties by the Labor Workforce Development Agency, State of California, and by Plaintiff FRANCISCO RODRIGUEZ as representative of and proxy for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) or otherwise that were alleged in the PAGA Letter(s), the Operative Complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the PAGA Period, including, but not limited to violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing claims for PAGA penalties for the PAGA Released Claims against the Released Parties in any forum.

31. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either

Plaintiff or Defendant, individually.

32. "Payment Plan" shall run from June 1, 2024 through June 1, 2027. Beginning June 1, 2024, the $12,500 per quarter will accumulate until the Effective Date and shall be paid as an initial lump sum into a Qualified Settlement Fund (QSF) established by the Settlement Administrator within fifteen days after the Effective Date. Payments will then be made into the QSF on a quarterly basis thereafter with $12,500 due each quarter until Maximum Settlement Fund has been paid.

33. "Payment Ratio" means the respective Compensable Workweeks for each Class Member divided by the total Compensable Workweeks for all Class Members.

34. "Plaintiff" means FRANCISCO RODRIGUEZ.

35. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

36. "Released Parties" means LAND SERVICES LANDSCAPE CONTRACTORS, INC. and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

37. "Request for Exclusion" means a written statement requesting exclusion containing the Class Member's name, signature, address, and telephone number to be mailed by the Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Paragraph III(52)(g) *infra* post-marked by the Response Deadline, and received by the Settlement Administrator.

38. "Response Deadline" means the forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

39. "Settlement Administrator" or "Claims Administrator" means Apex Class Action Administration (or other administrator agreed on by the parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

40. "Settlement Class Members" or "Settlement Class" means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided in this Agreement.

II. RECITALS

41. On March 2, 2023, Plaintiff filed a putative class and PAGA representative action Complaint against Defendant in Alameda County Superior Court captioned as *FRANCISCO RODRIGUEZ, an individual, on behalf of himself, the State of California, as a private attorney general, and on behalf of all others similarly situated v. LAND SERVICES LANDSCAPE CONTRACTORS, INC., a California Corporation; and DOES 1 to 50, Case No. 23CV028674.* The claims for relief Plaintiff asserted on behalf of himself and the putative class and aggrieved employee group are: (1) failure to pay minimum wages in violation of California Labor Code sections 1197, 1198, 1194, 1194.2, the California Code of Regulations, and the applicable IWC Wage Orders; (2) failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, 1198 and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7,the California Code of Regulations, and applicable IWC Wage Orders; (4) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Orders; (5) failure to maintain accurate employment records in violation of California Labor Code section 1174; (6) failure to pay wages timely during employment in violation of California Labor Code section 200, 204, and 210; (7) failure to pay all wages earned and unpaid at separation of employment in violation of California Labor Code sections 201, 202, and 203; (8) failure to indemnify employees for all necessary business expenditures in violation of California Labor Code section 2802 and 2804; (9) failure to provide accurate itemized wage statements in violation of California Labor Code sections 226(a) and 226(e); (10) violation of Business and Professions Code

section 17200 et seq.; (11) and recovery of statutory and civil penalties pursuant to the California Labor Code, including but not limited to, the California Private Attorney General Act for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. Plaintiff's Action seeks compensation in the form of wages, penalties, restitution, interest, attorneys' fees, and costs of suit, along with injunctive relief.

42. Defendant filed an answer to the Complaint on April 17, 2023, asserting general and affirmative defenses.

43. Plaintiff and Defendant engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and payroll and timekeeping data for the Class Members. The Plaintiff and Defendant additionally have each conducted independent investigations and fact finding.

44. On April 22, 2024, Plaintiff and Defendant participated in a full day of mediation under the guidance of an experienced wage and hour neutral, Hon. Mitchel Goldberg (Ret.). After a day of mediation, the Parties agreed to resolve all claims in this Action.

45. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment.

46. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential

appellate issues. Defendant is agreeing to this Settlement to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

47. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount, which shall fund the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Amount except its share of payroll taxes. This settlement is non-reversionary and none of the Maximum Settlement Amount shall revert to Defendant.

48. Release by All Settlement Class Members. Upon the date the Maximum Settlement Fund is fully deposited, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the Class Released Claims.

49. General Release By Plaintiff. In addition to the Settlement Class Members' Released Claims, described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff, for himself and for any decedent, heirs, legal representatives, successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Released Parties, from any and all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiffs ever had, now have, have asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the

date Plaintiff signs this Agreement. This release includes but is not limited to any and all claims for unlawful discrimination, harassment, retaliation, and reasonable accommodation; related to the terms and conditions of employment; for penalties, compensation or benefits; and/or for wrongful termination of employment under arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, as amended, 42 U.S.C. § 1981, as amended, the Fair Labor Standards Act, as amended and the Portal to Portal Act, the Equal Pay Act, the Employee Retirement Income Security Act, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Civil Code; and any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits Plaintiff may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

50. This Agreement, including the General Release by Plaintiff shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

Moreover, regardless of whether or not Plaintiff sign this Agreement, nothing in any Defendant agreement, policy, or practice, including this Agreement (i) limits or affects Plaintiff's right to challenge the validity of this Agreement under the ADEA or the Older Worker Benefit Protection Act (OWBPA), (ii) prevents Plaintiff from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery request in court litigation or arbitration, or (iii) prevents a non-management, non-supervisory employee from engaging in protected concerted activity under Section 7 of the NLRA or under similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Defendant as part of the employee's job duties. In addition, nothing in this Agreement shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the case, prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful; or waive Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. In addition, nothing in this Agreement limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes. By signing this Agreement Plaintiff is waiving his right to recover any individual relief (including any backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or award from a government agency (and not the Defendant) for information provided to the government agency or where otherwise prohibited.

51. PAGA Release by PAGA Covered Employees and Labor Workforce Development Agency. Upon the date the Maximum Settlement Fund is fully deposited, the Labor Workforce Development Agency, State of California, and Plaintiff as representative of and proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims.

52. Certification of the Settlement Class and Nullification of Settlement Agreement. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

53. Tax Treatment.

a. The Parties, Class Counsel and Defendant's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defendant's Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes found to be due from or against a Settlement Class Member as a result of the Individual Settlement Payments and PAGA Individual Payments described herein.

b. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

54. Preliminary Approval Motion. At the earliest practicable time, Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

55. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members and PAGA Covered Employees (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on

the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

56. Settlement Administration.

a. Class Data. No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. All Class Members who are PAGA Covered Employees shall be advised that they will be part of the PAGA settlement, whether or not they elect to opt-out of the class settlement. The Notice Packet also shall be individualized by including the Class Members' estimated Individual Settlement Payment and for Class Members, the number of Compensable Workweeks.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing if another mailing address is identified by the Settlement Administrator. The deadlines for Class Members' Requests for Exclusion and written objections will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the Compensable Workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility or ineligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility or ineligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached in the matter of *Francisco Rodriguez v. Land Services Landscape Contractors, Inc.* (Case No. 23CV028674). I understand by excluding myself, I will not receive any money from the class settlement reached in this matter."; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, however, all PAGA Covered Employees will receive their PAGA Individual Payments and will be releasing the PAGA Released Claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by the terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the

Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement must serve on the Settlement Administrator by first class mail a written statement of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member (and former names, if any); (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (4) the reason(s) for the objection; and (5) name case number of this matter. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

57. Funding and Allocation of the Maximum Settlement Fund. Defendant shall pay the Gross Settlement Amount pursuant to the Payment Plan. Within fifteen (15) business days after the Effective Date, Defendant will also provide the Settlement Administrator a list identifying all Settlement Class Members who have garnishments and liens, the amounts of each individual's garnishments and liens, and the name and address of the person or entity that is entitled to receive payment of such garnishments and liens.

a. PAGA Payment. As one part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Twenty Thousand Dollars ($20,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall send to the Workforce Development Agency ("LWDA") Seventy-Five Percent (75%) of the approved PAGA Payment no later than fifteen (15) calendar days after Defendant sends the final $12,500 quarterly payment to the Settlement Administrator. The Settlement Administrator shall pay Twenty-Five Percent (25%) of the approved PAGA Payment to the PAGA Covered Employees no later than fifteen (15) calendar days after Defendant sends the final $12,500 quarterly payment to the Settlement Administrator. The PAGA Individual Payment paid to each PAGA Covered Employee shall be calculated by dividing 25% of the approved PAGA Payment by the number of Compensable Workweeks for all PAGA Covered Employees during the PAGA Period and then multiplying the result by the number of Compensable Workweeks for each PAGA Covered Employee during the PAGA Period.

i. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. The payments shall be calculated in accordance with the following steps: Using the Class Data, the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

ii. Tax Allocation. For tax purposes, the Individual Settlement Payments shall be allocated Twenty Percent (20%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Eighty Percent (80%) to interest, penalties, liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

iii. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after the Maximum Settlement Amount is fully funded.

iv. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 180 days, fifteen (15) calendar days after the check-cashing deadline, the Settlement Administrator shall escheat the funds to the California Controller's Unclaimed Property Fund. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat.*

b. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Seven Thousand Five Hundred Dollars ($7,500.00) to Plaintiff. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than thirty days after the Effective Date. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the respective Class Representative Enhancement and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and PAGA Individual Payment. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

c. Class Counsel Award. Plaintiffs and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed One-Third (33.333%) of the Maximum Settlement Fund, One-Third (33.333%) of the Maximum Settlement Amount being $50,000.00. Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Twenty Thousand Dollars ($20,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than fifteen (15) calendar days after the Maximum Settlement Fund is provided to the Settlement Administrator. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

d. Settlement Administration Costs. Plaintiffs and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up to Twenty Thousand Dollars ($20,000.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than fifteen (15) calendar days after the final payment of fifty percent of the Maximum Settlement Fund is provided to the Settlement Administrator.

e. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund:	$	$150,000
Class Representative Enhancement:	$	-$7,500
Class Counsel's Fees:	$	-50,000.00
Class Counsel's Costs:	$	-20.000.00
PAGA Payment:	$	-$20,000
	($15,000 to the LWDA and $5,000 to the PAGA Covered Employees)	
Settlement Administration Costs:	$	-20.000.00
Net Settlement Amount	**$**	**32,500.00**

58. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval in the form similar to Exhibit C. The Order Granting Final Approval of Class Action

Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motion(s) three business days before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

ii. Certify the Class for Settlement purposes only;

iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancements;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.7969(h); and

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties.

viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

59. Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is more than ten percent (10%) of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within fourteen (14) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than ten percent (10%) of the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as any result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

60. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or

benefits are not required by this Settlement.

61. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

MELMED LAW GROUP P.C.
Jonathan Melmed
Laura Supanich
Michiko Vartanian
1801 Century Park East, Suite 850
Los Angeles, CA 91103
Telephone: (310) 824-3828
Facsimile: (310) 862-6851

To Defendant:

LITTLER MENDELSON, P.C.
Kurt Bockes
Harman Deol
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

62. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

63. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

64. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

66. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

67. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

68. Counterparts. This Agreement may be executed electronically via DocuSign or other electronic format in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Copies, including scanned copies of this Agreement, including electronic copies in PDF format that may be furnished by email, and the signatures (electronic or otherwise) contained therein, shall be effective as the original Agreement.

69. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

70. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel

hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

71. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

72. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims lack merit and do not give rise to the alleged liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

73. Consideration Period. Plaintiff understands he has at least 5 business days from the date he receives this Agreement to consider the terms of this Agreement, including whether to sign this Agreement ("Consideration Period"). If Plaintiff chooses to sign this Agreement before the Consideration Period ends, Plaintiff represents that it is because he freely chose to do so after carefully considering its terms. Plaintiff agrees with Defendant that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. Plaintiff agrees the Defendant has made no threats or promises to induce him to sign earlier.

74. Advice of Counsel. Plaintiff acknowledges that he has read and fully understand the terms of this Agreement. Defendant advises Plaintiff, in writing, to consult with an attorney of his choice regarding the terms of this Agreement prior to signing this Agreement. Plaintiff has been represented by his legal counsel, who has read and explained to him the entire contents of

this Agreement, as well as explained the legal consequences of the release.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: ______________________ By: ______________________

FRANCISCO RODRIGUEZ

DATED: 9/30/24

LAND SERVICES LANDSAPE CONTRACTORS, INC.

By: ______________________

Title: President

APPROVED AS TO FORM:

DATED: ______________________

MELMED LAW GROUP P.C.

By: ______________________

Jonathan Melmed
Laura Supanich
Michiko Vartanian
Counsel for Plaintiff FRANCISCO RODRIGUEZ, individually, on behalf of The State of California, and on behalf of all others similarly situated

this Agreement, as well as explained the legal consequences of the release.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: 10/9/2024 By: DocuSigned by: F97AA73DA3E4416...

FRANCISCO RODRIGUEZ

DATED: ______________________ LAND SERVICES LANDSAPE CONTRACTORS, INC.

By: ______________________

Title: ______________________

APPROVED AS TO FORM:

DATED: October 9, 2024 **MELMED LAW GROUP P.C.**

By: ______________________

Jonathan Melmed
Laura Supanich
Michiko Vartanian
Counsel for Plaintiff FRANCISCO RODRIGUEZ, individually, on behalf of The State of California, and on behalf of all others similarly situated

DATED: 10/4/2024

LITTLER MENDELSON, P.C.

By: Kurt Bockes

Kurt Bockes
Harman Deol
Attorneys for Defendant
LANDSERVICES LANDSCAPE
CONTRACTORS, INC.

4881-8020-3748.1 / 063730-1006