David Lavi, Esq. (State Bar No. 277604)
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq. (State Bar No. 274961)
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for PLAINTIFF RAUL GARCIA MORA,
on behalf of himself and current and former aggrieved employees

Tina M. Jacquez, Esq. (SBN 218370)
Email: tjacquez@slfesq.com
SOLTMAN & WATTLES LLP
90 E. Thousand Oaks Blvd., Suite 300
Thousand Oaks, CA 91360
Telephone: (805) 497-7706
Facsimile: (805) 497-1147

Attorneys for Defendant,
RANCHO CALIFORNIA LANDSCAPING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RAUL GARCIA MORA, on behalf of himself and current and former aggrieved employees, Plaintiff, vs. RANCHO CALIFORNIA LANDSCAPING, INC., a California corporation; and DOES 1 to 100, inclusive, Defendants.	Case No.: 23STCV28655 *[Assigned for All Purposes to the Honorable Cherol J. Nellon, Judge; Dept. 14]* **REPRESENTATIVE ACTION** **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE OF CLAIMS** Complained Filed: November 22, 2023 Trial Date: June 9, 2025

This Joint Stipulation of PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff RAUL GARCIA MORA ("Plaintiff") and Defendant RANCHO CALIFORNIA LANDSCAPING, INC. ("Defendant"). Plaintiff and Defendant are collectively referred to herein as "the Parties."

DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. "Superior Court" shall mean the Superior Court of California for the County of Los Angeles.

2. The "Action" shall mean the civil action entitled *Raul Garcia Mora vs. Rancho California Landscaping, Inc.*, pending before the Superior Court of California, County of Los Angeles, Case No. 23STCV28655 and the Notice filed by Raul Garcia Mora on June 28, 2023, with the Labor Workforce Development Agency ("LWDA") bearing No. LWDA-CM-964986-23.

3. "Plaintiff's Counsel" shall mean the attorneys representing Plaintiff in the Action, David Lavi, Esq., and Arie Ebrahimian, Esq., of E&L, LLP.

4. "Defense Counsel" shall mean the attorneys representing Defendant in the Action, Tina M. Jacquez, Esq., of Soltman & Wattles, LLP.

5. The "PAGA Period" shall mean the period of time commencing on June 28, 2022, and ending on February 19, 2025.

6. "PAGA Members" shall mean all current and former hourly-paid, non-exempt employees who were employed by Defendant in the state of California at any time during the PAGA Period.

7. "Aggrieved Employee List" means a complete list of all PAGA Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after approval of this Settlement. The Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each PAGA Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment

as a non-exempt employee of Defendant in the State of California; (6) total pay periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

8. "Settlement Administrator" shall mean Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement and who was proposed by the Parties and appointed by the Superior Court to administer the Settlement.

9. "Plaintiff's Counsel Fees Payment" shall mean Fifty-Thousand Dollars and Zero Cents ($50,000.00) subject to approval by the Superior Court as Plaintiff's Counsel's attorneys' fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Defendant has agreed not to oppose Plaintiff's Counsel's request for fees in the amount set forth above.

10. "Plaintiff's Counsel Litigation Costs Payment" shall mean the actual litigation expenses and/or costs expended by Plaintiff's Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Plaintiffs Counsel's costs are not to exceed Twenty-Five Thousand Dollars and No Cents ($25,000.00). Defendant has agreed not to oppose Plaintiff's Counsel's request for costs and expenses in the amount set forth above.

11. "Plaintiffs Representative Payment" shall mean the payment made to Plaintiff in his capacity as the PAGA representative to compensate her for prosecuting the Action, and performing work in support of the Action, in the amount of Ten-Thousand Dollars and No Cents ($10,000.00), subject to approval by the Superior Court.

12. "Settlement Administrator Payment" shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement in an amount not to exceed Five-Thousand Dollars and Zero Cents ($5,000.00).

13. "Pay Period" shall mean any pay period in which a PAGA Member worked for Defendant as an hourly-paid, non-exempt employee.

14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual PAGA Member.

15. "Gross Settlement Amount" shall mean the Gross Settlement Amount of One-Hundred Fifty-Thousand Dollars and Zero Cents ($150,000.00) payable by Defendant as provided by this Settlement Agreement.

16. Defendant represents that as of November 11, 2024, the number of Pay Periods worked by the PAGA Members is 5,218. Should the qualifying Pay Periods worked by the PAGA Members during the PAGA Period ultimately increase by more than 10% (i.e., or more than 5,740 Pay Periods), Defendant shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Pay Periods worked by the PAGA Members above 10%. For example, if the number of Pay Periods increases by 11% to 5,792 Pay Periods, the Gross Settlement Amount will increase by 1 %.

17. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i) the Plaintiff's Representative Payment approved by the Superior Court; (ii) the Plaintiff's Counsel Fees Payment approved by the Superior Court; (iii) the Plaintiff's Counsel Litigation Costs Payment approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior Court; and (v) any other fees or expenses (other than Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Costs Payment) incurred in implementing the terms and conditions of this Settlement Agreement as approved by the Superior Court.

18. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement Amount.

19. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net Settlement Amount to be distributed on a *pro rata* basis based upon the number of Pay Periods worked by each PAGA Member.

20. "PAGA Payment Share" shall mean the value of each PAGA Member's share of the PAGA Payment as provided by this Settlement Agreement.

21. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of

which is attached hereto as Exhibit A. The PAGA Notice shall further contain (i) a PAGA Member's first and last name, (ii) last known address, (iii) last the PAGA Member's Individual Pay Periods; and (vi) the PAGA Member's individual share of the PAGA Payment.

22. "Effective Date" shall mean the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters approval of the settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

23. "Judgment" shall mean the order granting approval of the Settlement, granting approval of the PAGA Notice, and entering judgment by the Superior Court that the Parties anticipate will be entered following a hearing for approval of the Settlement in this Action.

24. "Released Parties" or "Defendant" means Defendant Rancho California Landscaping, Inc. as named by Plaintiff in the operative complaint, and their past, present, and/or future direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, related companies, including, but not limited to Rancho California Landscaping, Inc., affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25. "Released Claims" means any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have against the Released Parties arising out of the violation alleged in the Action, including failure to pay minimum and overtime wages based upon rounding and/or shaving of hours, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, and 1198. This release shall apply to claims arising during the PAGA period.

RECITALS

26. On June 28, 2023, Plaintiff's Counsel, on behalf of Plaintiff and PAGA Members, gave written notice to the LWDA of the Labor Code violations Defendant are alleged to have violated ("PAGA Letter").

27. On November 22, 2023, Plaintiff commenced the Action against Defendant by filing a Complaint in the Superior Court. In the Complaint, Plaintiff, on behalf of himself and all others similarly situated, alleged a cause of action for Civil Penalties pursuant to the Private Attorneys' General Act ("PAGA").

28. In connection with the Action, and in order to work toward a mediated resolution without the time and expense of formal discovery, Defendant produced documents pertaining to Plaintiff's employee personnel file, including wage statements and payroll summary, Defendant's employee handbook, and payroll summary of employees, which were reviewed by Plaintiff's Counsel.

29. On November 21, 2024, the Parties in the Action participated in a full day of mediation before an experienced employment and class action mediator, Jeffrey Fuchsman, Esq., which resulted in a settlement of the Action (the "Mediation").

30. Throughout the Action, Defendant has denied, and continue to deny, any wrongdoing in regard to the alleged violations.

31. The Settlement described in this Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any liability to Plaintiff, PAGA Members, or the State on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

32. Based on its own evaluation of this case, Plaintiff's Counsel is of the opinion that the Settlement of the Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of PAGA Members in light of known

facts and circumstances, including the risk of significant costs and delay, the possible defenses asserted by Defendant including the risks of adverse determinations on the merits, and potentially appellate issues. Although Defendant contends it has no liability in the Action, Defense Counsel shares Plaintiff's Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

33. Based on the foregoing Recitals, the Parties agree as follows:

PROCEDURE FOR APPROVING SETTLEMENT

34. **Motion for Approval of Settlement by the Superior Court**. Plaintiff will move the Superior Court for an order granting approval of the Settlement and approving the PAGA Notice (attached as **Exhibit A to** this Stipulation) ("Motion for Approval").

35. At the hearing on the Motion for Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Approval, and obtain an order granting approval of the Settlement, and granting approval of the PAGA Notice.

36. Should the Superior Court require any amendments to this Settlement Agreement or the Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's approval.

37. In the event that the Court does not finally approve the Settlement as provided herein then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions. If the Court does not approve the payment of the Net Settlement Amount as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns.

38. Upon approval of the Settlement by the Superior Court, the Parties will present for the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the Order and Judgment shall permanently bar all PAGA Members from prosecuting against Defendant all Released Claims as set forth in the Release contained in this Settlement Agreement.

39. **PAGA Notice**: After the Superior Court enters its order granting approval, every PAGA Member will be provided with the PAGA Notice (in English and Spanish) which will include the PAGA Notice completed to reflect the order granting approval of the Settlement and the PAGA

Member's information as follows:

(a) Within fourteen (14) calendar days after approval of the Settlement, Defendant will provide to the Settlement Administrator the "Aggrieved Employee List" containing the following information for each PAGA Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total pay periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void the Settlement. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee List data in confidence, use the Aggrieved Employee List data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee List data to Administrator employees who need access to the Aggrieved Employee List data to effect and perform under this Agreement.

(b) If a PAGA Notice is returned by the U.S. Postal Service because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) calendar days from receipt of the returned packet, search for a more current address for the PAGA Member and re-mail the PAGA Notice to the PAGA Member. The Settlement Administrator will use the Aggrieved Employee List and otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any PAGA Member for whom a PAGA Notice is returned by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Members for whom new addresses are found.

40. **Funding of the Gross Settlement Amount**. Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

41. **Payment of PAGA Payment Shares**. The Settlement Administrator shall pay to

each PAGA Member his or her PAGA Payment Share by sending a check in the appropriate amount to the PAGA Member at the address indicated in the Aggrieved Employee List. Such payment, with the PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) calendar days of its receipt of the Gross Settlement Amount from Defendant.

42. **Uncashed PAGA Payment Share Checks**. Any checks paid to PAGA Members shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. A PAGA Member must cash his or her PAGA Payment Share check within one hundred eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed after one hundred eighty (180) calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the PAGA Member's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the PAGA Member and mail it to the PAGA Member at his or her updated address. If an updated address for the PAGA Member cannot be identified, if a reissued check is once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such funds and shall give notice to the Parties of the total balance of uncashed PAGA Payment Shares. A PAGA Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures described above shall nevertheless remain bound by the Settlement and the releases contained herein. The administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced if requested by the Aggrieved Employee prior to the void date.

43. The funds represented by PAGA Payment Share checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those PAGA Members who did not cash their checks until such time they claim theirproperty. After the expiration of the 180-calendar day check cashing period, as outlined above, the Settlement Administrator shall begin the

process of transferring the funds in accordance with California Code of Civil Procedure §§ 1500-1582 and the timing requirements set forth by the Office of the State Controller. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to the LWDA and PAGA Members, whether or not all PAGA Members cash their settlement checks.

SETTLEMENT TERMS AND CONDITIONS

44. **PAGA Payment Shares**. Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Member within ten (10) calendar days after Defendant provide the Settlement Administrator with the Aggrieved Employee List. The PAGA Payment Share for each PAGA Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) **Number of PAGA Members and Pay Periods**. Defendant shall determine the total number of PAGA Members and the aggregate number of Pay Periods for those PAGA Members during the PAGA Period. This information shall be provided to the Settlement Administrator along with the Aggrieved Employee List as described above.

(b) **Calculation of the Pay Period Value**. The Settlement Administrator shall determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount (i.e., 25% of the Net Settlement Amount) and dividing it by the sum of all PAGA Members' Pay Periods.

(c) **Calculation of PAGA Payment Shares**. The Settlement Administrator shall assign to each PAGA Member a PAGA Payment Share which shall be equal to the Pay Period Value multiplied by each PAGA Member's Individual Pay Periods. Upon calculation of the PAGA Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Plaintiff's Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the PAGA Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

45. **Taxes and Withholdings**. Each PAGA Payment Share is intended to settle the PAGA Members' claims for civil penalties arising under PAGA. Accordingly, one hundred percent

(100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Member in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for that amount. Each PAGA Member shall be individually responsible for their own share of applicable income tax withholdings and deductions for his or her PAGA Payment Share.

46. **Total Payment Amount**. In no event will Defendant be required to pay more than the Gross Settlement Amount for distribution to the Plaintiff, Plaintiff's Counsel, PAGA Members, LWDA, Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

47. **Payments to Plaintiff, Plaintiff's Counsel and Others**. Subject to the terms and conditions of this Settlement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

(a) **To Plaintiff**: In addition to his PAGA Payment Share, Plaintiff will apply to the Superior Court for a Plaintiff's Representative Payment in an amount not to exceed Ten-Thousand Dollars and Zero Cents ($10,000.00). Defendant will not oppose Plaintiff's Representative Payment. The Settlement Administrator will pay the Plaintiff's Representative Payment approved by the Superior Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Plaintiff's Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

(b) **To Plaintiff's Counsel**: Plaintiff's Counsel will apply to the Superior Court for the Plaintiff's Counsel Fees Payment in an amount not to exceed Fifty-Thousand Dollars and Zero Cents ($50,000.00) or one-third of the Gross Settlement Amount. Plaintiff's Counsel will also submit to the Superior Court a memorandum of costs for the Plaintiff's Counsel Litigation Costs Payment in an amount not to exceed Twenty-Five Thousand Dollars and No Cents ($25,000.00) as requested reasonable costs incurred in the Action to be paid from the Gross Settlement Amount. Defendant will not oppose these requests. The costs and fees provided under the Settlement Agreement and approved by the Court shall be the total costs and attorneys' fees recoverable in the Action. Plaintiff's Counsel shall not seek additional costs or fees arising from the litigation of the Action. The Settlement Administrator will pay the amounts approved by the Superior Court out of the Gross Settlement Amount. Withholding and deductions will not be taken from the Plaintiff's Counsel Fees Payment or Plaintiff's Counsel Litigation Costs Payment and one or more IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to those payments.

(c) **To the Settlement Administrator**: The Settlement Administrator will be paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the Superior Court, which are estimated to be Five-Thousand Dollars and Zero Cents ($5,000.00).

(d) **Distribution of the Net Settlement Amount**: As part of their Motion for Approval, the Parties will jointly apply to the Superior Court to approve the distribution of the Net Settlement Amount to the LWDA and PAGA Members. Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"). The remaining 25% of the Net Settlement Amount shall be distributed to the PAGA Members on a *pro rata* basis based upon the number of pay periods worked by each PAGA Member ("PAGA Payment").

48. **Appointment of Settlement Administrator**. The Parties will ask the Superior Court to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in California where the Action is venued, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) calculating PAGA Payment Shares; (ii) preparing, translating, printing, and mailing the PAGA Notice to all PAGA Members; (iii) using reasonable measures to contact all PAGA Members, including conducting a National Change of Address search on all PAGA Members before mailing the PAGA Notice to each PAGA Member's address; (iv) re-mailing the PAGA Notice to the PAGA Member's new address for those PAGA Members whose address had changed; (v) setting up a toll-free telephone number to receive calls from PAGA Members; (vi) issuing the checks to effectuate the payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to PAGA Members, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise administering the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Member's PAGA Payment Share, subject to the terms set forth in this Settlement Agreement. The Settlement

Administrator's reasonable fees and expenses are estimated to be Five-Thousand Dollas and and No Cents ($5,000.00) and will be paid out of the Gross Settlement Amount, as set forth herein, subject to Court approval. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

RELEASE OF CLAIMS

49. **Released Claims**. Upon the Effective Date, PAGA Members, without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself, shall and does hereby fully and finally release Defendant as named by Plaintiff in the operative complaint, and the Released Parties, from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant and the Released Parties, arising out of the violations alleged in the Action, including failure to pay minimum and overtime wages based upon rounding and/or shaving of hours, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, and 1198 (the "Released Claims"). Following the funding of the Gross Settlement Amount, all PAGA Members will release the Released Parties from the Released Claims that accrued during the PAGA Period. PAGA Members cannot opt out of or object to the Release. The State of California and the LWDA will also release Released Parties from the Released Claims that accrued during the PAGA Period.

50. The Released Claims expressly exclude all claims made by PAGA Members for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

51. **Plaintiffs General Release of Claims**. Upon the Effective Date, in exchange for the

consideration set forth in this Settlement Agreement, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby releases all claims related to his employment or alleged employment with the Defendant or the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law.

52. **Plaintiff's Waiver of California Civil Code§ 1542**. Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Settlement Agreement, Plaintiff also agrees to expressly waive the provisions of California Civil Code § 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 HA VE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff's general release and waiver of California Civil Code § 1542 shall cover the time period from the start of his employment with Defendant up to the Effective Date. This release. general release and waiver of California Civil Code § 1542 by Plaintiff is not intended to release any claims that cannot be waived or released as a matter of law, including specifically, without limitation, any claim under the California workers' compensation statute.

MISCELLANEOUS PROVISIONS

53. **Effect on Other Benefit Plans**. The payment of PAGA Payment Shares made to PAGA Members under this Settlement will not be used to calculate any additional benefits under any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any benefit plans.

54. **No Prior Assignments**. The Parties and their counsel represent, covenant, and

warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

55. **Continued Jurisdiction**. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this Settlement.

56. **Stay of Litigation**. The Parties agree that upon the signing of this Agreement, the continuing litigation of this action shall be stayed absent any filings necessary to obtain approval of the settlement and the time to bring this action to trial shall be extended pending the outcome of the settlement process.

57. **Integrated Agreement**. After this Settlement is signed and delivered by all Parties and their counsel, this Settlement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Settlement and its exhibits.

58. **Amendment or Modification of Agreement**. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

59. **Waiver of Certain Appeals**. The Parties agree to waive appeals; except, that either Party may appeal any court order that materially modifies the Settlement Agreement's terms.

60. **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 Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their

counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

62. **California Law Governs**. All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California.

63. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

64. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties and their respective counsel believe and warrant that this Settlement is a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement after arms-length negotiations by experienced counsel, taking into account all relevant factors, current and potential.

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

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

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

or remedy.

68. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties arising out of that other Party's or Parties' breach of this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Patties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

70. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. The Parties further acknowledge that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

71. **Cooperation and Execution of Necessary Documents**. The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

72. **Voluntary Agreement**. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right he might ever have to claim that this Settlement Agreement was in any way induced by fraud.

73. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

74. **Non-Admission of Liability**. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the partof Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

75. **Neutral Employment Reference**. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendant shall not refer to the Action or this Settlement.

76. **No Publicity**. Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the Settlement in any form of media. Plaintiff's Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiff's Counsel is authorized to make disclosures to the Court and the LWDA, the PAGA Members, the Settlement Administrator, and for any other reason necessary to

effectuate obtaining the approval of the settlement or the administration thereof. Notwithstanding the foregoing, Plaintiff's Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of Plaintiffs Counsel's experience and/or adequacy in PAGA representative actions and/or class actions. Nothing in the provision is intended to violate California Rules of Professional Conduct Rule 5.6.

77. **Assignment**. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Member, Plaintiff's Counsel, or Defendant's Counsel without the express written consent of each other Patty and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

78. **Counterparts**. This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited to DocuSign shall be treated as an original signature for all purposes.

79. **No Tax Advice**. Neither Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)or otherwise.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF RAUL GARCIA MORA

Date: 4/30/2025

DocuSigned by:
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DEFENDANT, RANCHO CALIFORNIA LANDSCAPING, INC.

Date: ____________

____

By: ____________________

Its: ____________________

APPROVED AS TO FORM ONLY:

Date: 4/30/2025

E&L, LLP

By: ____________________

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff,
RAUL GARCIA MORA on behalf of himself and current and former aggrieved employees

Date: ____________

SOLTMAN & WATTLES LLP

By: ____________________

Tina M. Jacquez, Esq.
Attorneys for Defendant,
RANCHO CALIFORNIA LANDSCAPING, INC.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF RAUL GARCIA MORA

Date: ________________ ______________________________

DEFENDANT, RANCHO CALIFORNIA LANDSCAPING, INC.

Date: 5/3/2025

Signed by:
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By: Sal Mora

Its: President

APPROVED AS TO FORM ONLY:

Date: ________________

E&L, LLP

By: ______________________________
David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff,
RAUL GARCIA MORA on behalf of himself and current and former aggrieved employees

Date: 4/28/2025

SOLTMAN & WATTLES LLP

By: DocuSigned by: Tina Jacquez
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Tina M. Jacquez, Esq.
Attorneys for Defendant,
RANCHO CALIFORNIA LANDSCAPING, INC.