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behalf of himself and others similarly situated
(Additional Counsel listed on next page)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SOLANO

RUBEN HERNANDEZ on behalf of himself and
all others similarly situated,

Plaintiff,

v.

BRAVO TREE SERVICE, INC., a California
corporation; and DOES 1 to 10, inclusive

Defendants.

CASE NO. CU23-02165

Assigned to Hon. Alesia Jones, Dept. 22

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

Complaint Filed : June 26, 2023

FAC Filed : October 5, 2023

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (hereinafter "Stipulation of Settlement") is made and entered into by and between Ruben Hernandez ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant Bravo Tree Service, Inc. ("Defendant"), on the other hand (collectively with Plaintiff, "the Parties").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means, collectively, the following lawsuit: *Ruben Hernandez v. Bravo Tree Service, Inc.*, Solano County Superior Court Case No. CU23-02165 (the "Action"), along with all complaints filed therein, as well as the pre-litigation PAGA Letters sent by Plaintiff.
2. "Aggrieved Employees" means all current and former non-exempt, hourly employees of Defendant in the State of California during the period from June 26, 2019 through July 22, 2024.
3. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class Counsel will request attorneys' fees not in excess of thirty-five percent (35%) of the Settlement Amount, or Two Hundred and One Thousand, Two Hundred and Fifty Dollars and No Cents (\$201,250.00). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs in the amounts set forth above.
4. "Class Period" means the period from June 26, 2019 through July 22, 2024.
5. "Complaint" refers to the First Amended Class Action Complaint that Plaintiff filed in Solano County Superior Court on or about October 5, 2023.

6. “Class Payments” means payments made from the Net Settlement Amount to Participating Class Members.

7. “Class Counsel” means Bradley/Grombacher, LLP.

8. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator and to Class Counsel within fourteen (14) business days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period; and any other relevant information needed to calculate settlement payments.

9. “Class Member(s)” or “Settlement Class” means all persons employed by Bravo Tree Service, Inc. as non-exempt, hourly workers in California from June 26, 2019 through July 22, 2024. Excluded from the Settlement Class are all individuals who submit valid and timely Requests for Exclusion.

10. “Class Representative Service Awards” means the amounts to be paid to Plaintiff in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of Class Representative Service Award of Ten Thousand Dollars (\$10,000) for Plaintiff.

11. “Court” means the Superior Court of California, County of Solano, Hon. Alesia Jones, or any other court taking jurisdiction of the Settlement.

12. “Defendant” means Defendant Bravo Tree Service, Inc.

13. “Effective Date” means the date on which the settlement is approved and the Court’s order approving the settlement (“Judgment”) becomes final. Within sixty (60) calendar days after the Court approves the settlement, Defendant shall fund the Gross Settlement Amount.

14. “Employee PAGA Payments” means payments to Aggrieved Employees made from the PAGA Fund, collectively amounting to 25% of the PAGA Fund. Employee PAGA Payments will be distributed to Aggrieved Employees regardless of whether they are also Class Members and/or whether they exclude themselves from the Class Settlement.

1 15. “Individual Class Payment” means each Participating Class Member’s respective share of
2 the Net Settlement Amount.

3 16. “LWDA PAGA Payment” means the payment to the Labor and Workforce Development
4 Agency made from the PAGA Fund, amounting to 75% of the PAGA Fund.

5 17. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining
6 after deducting the Attorneys’ Fees and Costs, the Class Representative Service Awards, the PAGA Fund,
7 and Settlement Administration Costs. The entire Net Settlement Amount will be distributed to Participating
8 Class Members. There will be no reversion of the Net Settlement Amount to Defendant.

9 18. “Notice of Objection” means a Class Member’s valid and timely written objection to the
10 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name,
11 signature, address, and telephone number, (ii) a written statement of all grounds for the objection
12 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents
13 upon which the objection is based; and (iv) a statement whether the objector intends to appear at the
14 Fairness Hearing. Regardless of whether any Class Member submits a written Notice of Objection, the
15 Court will hear any objections presented by a Class Member at the Final Approval / Fairness Hearing.

16 19. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
17 attached as Exhibit A.

18 20. “PAGA Letters” means those letters sent prior to the filing of the Complaint by Class
19 Counsel to the California Labor & Workforce Development Agency, on behalf of Plaintiff and Aggrieved
20 Employees, for the purpose of complying with the notice and reporting requirements of California Labor
21 Code section 2699.3, asserting that Defendant had committed violations of the Labor Code.

22 21. “PAGA Fund” means that portion of the Gross Settlement Amount allocated to claims
23 brought under the Private Attorneys General Act. The amount of the PAGA Fund shall be Twenty
24 Thousand Dollars (\$20,000.00). 75% of the PAGA Fund will be allocated to the LWDA PAGA Payment
25 and 25% will be allocated to the Employee PAGA Payments.

26 22. “PAGA Period” means the period from June 26, 2019 through July 22, 2024.

27 23. “Parties” means Plaintiff and Defendant collectively.

28 24. “Participating Class Members” means all Class Members who do not submit timely and

1 valid Requests for Exclusion.

2 25. "Pay Periods" means the number of pay periods during which the Aggrieved Employees
3 performed work during the PAGA Period, based on Defendant's records. Each Aggrieved Employee will
4 be credited with at least one Pay Period.

5 26. "Plaintiff" means Plaintiff Ruben Hernandez.

6 27. "Preliminary Approval" means the Court order granting preliminary approval of the
7 Settlement Agreement.

8 28. "Released Claims" means all claims, rights, demands, liabilities, and causes of action that
9 were alleged or that could have been alleged based on the facts alleged in the Action and the PAGA Letters,
10 including all claims based on the alleged violations of the California Labor Code. The Released Claims
11 specifically include, without limitation: claims for: (1) All claims, rights, demands, liabilities, and causes of
12 action alleged in any of the LWDA notice letters and Complaints filed by Plaintiff in the Action, including
13 but not limited to claims based upon Labor Code sections 200-203, 206, 226, 226.3, 226.7, 510, 512, 1194,
14 1194.2 1197, 1198, 2698, 2699; (2) Failure to Pay Wages, including Overtime; (3) Failure to Provide Meal
15 Periods; (4) Failure to Provide Compliant Wage Statements; (5) Unfair Business Practices pursuant to
16 Business & Professions Code Sections 17200, et seq.; and (6) all such claims arising from the applicable
17 Wage Order(s), throughout the Class Period. The release of PAGA claims will be effective as to Aggrieved
18 Employees regardless of whether or not they exclude themselves from the Class Settlement.

19 29. "Released Parties" means Defendant and any of their past, present and future direct or
20 indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past,
21 present and future officers, directors, employees, partners, members, shareholders and agents, attorneys,
22 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

23 30. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
24 request to be excluded from the Class Settlement. The Request for Exclusion must: (i) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator;
27 (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or
28 postmarked on or before the Response Deadline.

31. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

32. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing and redistributing the Settlement Amount, maintaining a static website to post Notices and Orders regarding the Settlement, including the Order on Final Approval, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such reasonable costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

33. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Gross Settlement Amount” means the Gross Settlement Amount of Five Hundred and Seventy-Five Thousand Dollars (\$575,000.00), to be paid by Defendant in full satisfaction of all Released Claims arising from the Action, which includes all Individual Class Payments to Participating Class Members (including any employee-side payroll taxes for that portion of the Individual Class Payments attributable to wages), the PAGA Fund, Attorneys’ Fees and Costs to Class Counsel, the Class Representative Service Awards to Plaintiff, and the Settlement Administration Costs to the Settlement Administrator. This Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant pay more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no

1 reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any
2 employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions,
3 which shall not be paid from the Gross Settlement Amount.

4 However, if the total number of employees exceeds 325 or the number of pay periods worked by
5 Class Members during the Class Period exceeds 10,500 by more than 10% (i.e., if the total is greater than
6 1,050 workweeks), then Defendant can elect to either increase the pro rata share per additional class
7 members or additional pay period, or alternatively, elect to conclude the Class Period to end as of the date
8 that the number of employees or number of pay periods reaches more than 10%.

9 35. "Workweeks" means the number of weeks during which Class Members performed work
10 for Defendant during the Class Period, based on Defendant's records. All Class Members will be credited
11 with at least one Workweek.

12 TERMS OF AGREEMENT

13 The Plaintiff, on behalf of themselves and the Settlement Class, and Defendant agree as
14 follows:

15 36. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the
16 Gross Settlement Amount into a Qualified Settlement Fund to be established by the Settlement
17 Administrator, in addition to the employer-side payroll taxes. After the Effective Date, the Gross Settlement
18 Amount will be used for: (i) Individual Class Payments; (ii) the PAGA Fund; (iii) the Class Representative
19 Service Awards; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will
20 deposit the Gross Settlement Amount and the employer's share of payroll taxes within fifteen (15) business
21 days of the Effective Date.

22 37. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
23 motion by Class Counsel for Attorneys' Fees and Costs of not more than Two Hundred and One Thousand,
24 Two Hundred and Fifty Dollars (\$201,250.00), plus the reimbursement of costs and expenses associated
25 with Class Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars
26 (\$25,000.00), both of which will be paid from the Gross Settlement Amount.

27 38. Class Representative Service Awards. In exchange for general releases, and in recognition
28 of their effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to

1 oppose or impede any application or motion for Class Representative Service Awards in the amounts of Ten
2 Thousand Dollars (\$10,000.00) for each of the Plaintiff. The Class Representative Service Awards will be
3 paid from the Gross Settlement Amount and will be in addition to any Individual Class Payments and any
4 Employee PAGA Payments that Plaintiff may be entitled to paid pursuant to the Settlement. Plaintiff will
5 be solely and legally responsible to pay any and all applicable taxes on the Class Representative Service
6 Awards.

7 39. Settlement Administration Costs. The Settlement Administrator will be paid for the
8 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
9 Amount, which costs are currently estimated to be Nine Thousand Eight Hundred Fifty Dollars (\$9,850.00).
10 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
11 reporting on the Individual Class Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
12 Packets, administering any disputes brought by Class Members regarding their payments or eligibility
13 therefore, calculating and distributing the Gross Settlement Amount, maintaining a static website to post
14 Notices and Orders regarding the Settlement, including the Order on Final Approval, and providing
15 necessary reports and declarations.

16 40. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
17 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
18 Defendant.

19 41. PAGA Payment Calculations. The PAGA Fund, in the amount of \$20,000.00, will be split
20 into two types of payment. 75% of the PAGA Fund will be allocated to the LWDA PAGA Payment and
21 25% will be allocated to the Employee PAGA Payments. Specific calculations of Employee PAGA
22 Payments will be made as follows:

23 41(a) Defendant will calculate the total number of Pay Periods worked by each
24 Aggrieved Employee during the PAGA Period and the aggregate total number
25 of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

26 41(b) To determine each Aggrieved Employee's Employee PAGA Payment, the
27 Settlement Administrator will use the following formula: 25% of the PAGA
28 Fund will be divided by the aggregate total number of Pay Periods, resulting in

the “Pay Period Value.” Each Aggrieved Employee’s Employee PAGA Payment will be calculated by multiplying each Aggrieved Employee’s total number of Pay Periods by the Pay Period Value. Each Aggrieved Employee will be credited with at least one Pay Period.

42. Individual Class Payment Calculations. Individual Class Payments will be calculated and apportioned from the Net Settlement Amount. Specific calculations of Individual Class Payments will be made as follows:

42(a) Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

42(b) To determine each Class Member’s estimated Class Payment, the Settlement Administrator will use the following formula: the Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Class Workweek Value.” Each Class Member’s Individual Class Payment will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Class Workweek Value.

42(c) The Individual Class Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

42(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

43. No Credit Toward Benefit Plans. The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will

not count towards, or be utilized to calculate any additional benefits under any benefit plans to which any Class Members 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 Class Members may be entitled under any benefit plans.

44. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

45. Delivery of the Class List. Within fourteen (14) business days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Settlement Administrator shall keep confidential the Class List, as well as any other information provided to it as part of the contemplated Settlement.

46. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

47. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database and an Accurint (or substantially similar) in-depth skip trace in order to obtain the best possible address for Class Members. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

48. Notice Packets. All Class Members will be mailed a Notice Packet, substantially in the

1 form attached as Exhibit A. Each Notice Packet will provide, among other information: (i) information
2 regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement
3 Class definition; (iv) the Aggrieved Employee definition; (v) the total number of Workweeks each
4 respective Class Member worked for Defendant during the Class Period; (vi) the total number of Pay
5 Periods each Aggrieved Employee worked for Defendant during the PAGA Period; (vii) each Class
6 Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments;
7 (viii) each Aggrieved Employee's estimated Employee PAGA Payment and the formula for calculating
8 Employee PAGA Payments (ix) the dates which comprise the Class Period and the PAGA Period; (x)
9 instructions on how to submit Requests for Exclusion or Notices of Objection; (xi) the deadlines by which
10 the Class Member must postmark or fax Requests for Exclusion or Notices of Objection to the Settlement;
11 and (xii) the claims to be released.

12 49. Disputed Information on Notice Packets. Class Members and Aggrieved Employees will
13 have an opportunity to dispute the information provided in their Notice Packets. To the extent Class
14 Members or Aggrieved Employees dispute their employment dates or the number of Workweeks or Pay
15 Periods on record, Class Members and Aggrieved Employees may produce evidence to the Settlement
16 Administrator showing that such information is inaccurate. Class Members and Aggrieved Employees
17 must submit their dispute before the Response Deadline. The Settlement Administrator will decide the
18 dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the
19 evidence submitted by the Class Member or Aggrieved Employee and will make the final decision as to the
20 merits of the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

21 50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
22 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
23 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
24 receiving the defective submission to advise the Class Member that his or her submission is defective and
25 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until
26 the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever
27 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
28 postmarked or received by fax within that period, it will be deemed untimely.

1 51. Request for Exclusion Procedures. Any Class Member wishing to opt out of the Settlement
2 Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator
3 within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement
4 Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion
5 has been timely submitted. Aggrieved Employees will not have the opportunity to opt-out of the settlement
6 of PAGA claims. The Settlement of PAGA claims will be effective as to Aggrieved Employees regardless
7 of whether they are also Class Members and/or if they exclude themselves from the Class Settlement.

8 52. Settlement Terms Bind All Aggrieved Employees, and all Class Members Who Do Not
9 Opt Out. All Aggrieved Employees and all Participating Class Members will be bound by all of the terms
10 of the Settlement Agreement, including those pertaining to the Released Claims, as well as any Judgment
11 that may be entered by the Court if it grants final approval to the Settlement.

12 53. Tolerance of Exclusions. Notwithstanding any other provision of this Settlement
13 Agreement, Defendant shall retain the right, in their sole discretion, to rescind this Settlement Agreement
14 within twenty (20) calendar days after receiving from the Claims Administrator the final list of Class
15 Members submitting Requests for Exclusion, if more than ten percent (10%) of Class Members choose to
16 be excluded from this Settlement. Defendant agrees to meet and confer in good faith with Class Counsel
17 before rescinding the Settlement Agreement. In the event that Defendant elects to rescind the Settlement
18 Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall
19 have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of
20 settlement, and the Settlement Agreement shall become null and void and have no further force or effect.
21 The Parties specifically agree not to solicit Requests for Exclusion, directly or indirectly, through any
22 means.

23 54. Objection Procedures. To object to the Settlement Agreement, a Class Member must
24 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline or
25 appear at the Final Approval Hearing to state his/her objections. All Class Members will have a right to
26 appear at the Final Approval Hearing in order to have their objections heard by the Court regardless of
27 whether they submit a written Notice of Objection. Class Members who submit a written Notice of
28 Objection must sign it and include all information required by Paragraph 18 of this Settlement Agreement.

1 The postmark will be deemed the exclusive means for determining that the Notice of Objection is timely.
2 Class Members who fail to object in the manner specified above will be deemed to have waived all
3 objections to the Settlement and will be foreclosed from making any objections, whether by appeal or
4 otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or
5 otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal
6 from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any
7 such objections to this Settlement.

8 55. Certification Reports Regarding Individual Class Payment Calculations. The Settlement
9 Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number
10 of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and
11 whether any Class Member has submitted a challenge to any information contained in their Notice Packet.
12 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports
13 regarding the administration of the Settlement Agreement as needed or requested.

14 56. Distribution Timing of Individual Class Payments. Within thirty (30) calendar days of the
15 Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii)
16 Aggrieved Employees; (iii) the Labor & Workforce Development Agency; (iv) Plaintiff; and (v) Class
17 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
18 performed in connection with the Settlement.

19 57. Un-cashed Settlement Checks. Funds represented by Individual Class Payment checks
20 returned as undeliverable and Individual Class Payment checks remaining un-cashed for more than one
21 hundred and eighty (180) calendar days after issuance will be paid as a *cy pres* award to Legal Aid at Work.
22 The Parties each represent that they do not have any financial interest in Legal Aid at Work, or otherwise
23 have a relationship with Legal Aid at Work that could create a conflict of interest. The Participating Class
24 Members and/or Aggrieved Employees whose uncashed settlement checks are paid in *cy pres* will
25 nevertheless be bound by the terms and releases of this Settlement.

26 58. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

1 59. Tax Treatment of Payments. All Employee PAGA Payments will be allocated as non-
2 wages for which IRS Forms 1099-MISC will be issued. All Individual Class Payments will be allocated as
3 follows: (i) Thirty Percent (30%) of each Individual Class Payment will be allocated as wages for which
4 IRS Forms W-2 will be issued; (ii) Seventy Percent (70%) of each Individual Class Payment will be
5 allocated as non-wages for which IRS Forms 1099-MISC will be issued. All Class Representative Service
6 Awards will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

7 60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
8 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099,
9 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
10 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
11 appropriate government authorities.

12 61. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
13 the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
14 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.
15 Each Party has relied on its own independent tax counsel for advice in connection with the tax implications
16 of this Settlement Agreement.

17 62. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
18 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
19 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
20 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
21 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
22 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
23 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
24 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
25 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
26 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
27 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
28 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON

1 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
3 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
4 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
5 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
6 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
7 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
8 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS AGREEMENT.

11 63. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
12 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
14 herein released and discharged.

15 64. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
16 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,
17 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
18 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
19 treated as void from the beginning.

20 65. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
21 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
22 (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of
23 the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness Hearing.
24 The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
25 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
26 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet,
27 which will include the proposed Notice of Class Action Settlement. Class Counsel will be responsible for
28 drafting all documents necessary to obtain preliminary approval. Class Counsel shall send the preliminary

1 approval motion and all supporting documents to Defendant's counsel for comment at least five (5) business
2 days before filing. Defendant's counsel will have three (3) business days to review and provide
3 comments/revisions. Class Counsel shall in good faith consider the comments of Defendant's counsel prior
4 to filing the preliminary approval motion.

5 66. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
7 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final
8 Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and
9 Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Class Payments; (iv) all
10 Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier
11 than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting
12 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
13 attorneys' fees and costs application to be heard at the final approval hearing. Class Counsel shall send the
14 final approval motion and all supporting documents to Defendant's counsel for comment at least five
15 business days before filing. Defendant's counsel will have three (3) business days to review and provide
16 comments/revisions. Class Counsel shall in good faith consider the comments of Defendant's counsel prior
17 to filing the final approval motion.

18 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
19 or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court
20 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes
21 of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
22 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as
23 set forth in this Settlement Agreement.

24 68. Release of Claims by Participating Class Members. In exchange for their Individual Class
25 Payment and/or their Employee PAGA Payment, upon the date that Defendant fully funds the Qualified
26 Settlement Fund, each of the Participating Class Members and each of the Aggrieved Employees release all
27 Released Claims against the Released Parties and waive any further attempt by lawsuit, administrative claim
28 or action, arbitration, demand, or other action of any kind (including participation to any extent in any

representative, class, or collective action) by any Class Member or Aggrieved Employee to obtain a recovery based on any Released Claim for any event arising during the respective time periods covered by this Settlement Agreement.

69. Release by Plaintiff. Upon the date the Defendant fully funds the Qualified Settlement Fund, in addition to the claims being released by all Participating Class Members and Aggrieved Employees, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff have or may have against the Released Parties as of the date of execution of this Settlement Agreement.

70. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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.

71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

73. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

74. 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

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

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

9 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
10 be governed by and interpreted according to the laws of the State of California.

11 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
12 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
13 counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the
14 signature page, will be deemed to be one and the same instrument.

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

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

24 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
25 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
26 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
27 either party may appeal any court order that materially alters the Settlement Agreement's terms.

28 81. Class Action Certification for Settlement Purposes Only. The Parties stipulate to class

1 action certification under California Code of Civil Procedure section 382 for purposes of the Settlement
2 only. If, for any reason, the Settlement is not finally approved, the stipulation to certification will be void,
3 the Parties will not so stipulate and no party will be estopped. In that event, Defendant expressly reserve all
4 rights to oppose class certification, and the Parties will revert to their positions prior to provisional
5 certification. The Parties further agree that certification for purposes of the Settlement is not an admission
6 that class action certification is proper under the standards applied to contested certification motions and that
7 this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a
8 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than
9 according to the Settlement's terms.

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

23 83. No Publicity: Except for communications expressly permitted pursuant to this Settlement
24 Agreement (including communications with members of the Settlement Class and Aggrieved Employees
25 and filings required by the Court), the Defendant, Plaintiff and Class Counsel specifically agree they will not
26 contact any media nor post or disclose in a public manner (including online, web or internet postings, blogs
27 or any other form of public media) the negotiations or details of the Settlement. Defendant, Plaintiff and
28 Class Counsel may respond to questions from the media only with language that is consistent with the

1 Notice of Class Action Settlement. The San Diego Superior Court shall have the power to enjoin violations
2 of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

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

6 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
7 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
8 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
9 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
10 fees incurred in connection with any enforcement actions.

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

16 87. Representation By Counsel. The Parties acknowledge that they have been represented by
17 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
18 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
19 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

20 88. All Terms Subject to Final Court Approval. All amounts and procedures described in this
21 Settlement Agreement herein will be subject to final Court approval.

22 89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
24 Agreement.

25 90. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
28 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise

might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Forth below:

PLAINTIFF AND PAGA REPRESENTATIVE

Dated: 7/8/2024

PLAINTIFF RUBEN HERNANDEZ

By:  DocuSigned by:
67F1992E84D5486...

DEFENDANT

Dated: _____

DEFENDANT BRAVO TREE SERVICES

By: _____

APPROVED AS TO FORM:

Dated: 7/8/2024

BRADLEY/GROMBACHER LLP

By:  _____

Marcus Bradley, Esq.

Attorneys for Plaintiff and others similarly situated

Dated: _____

By: _____
Larry Kazanjian, Esq.
Hallie Spaulding, Esq.
Attorneys for Defendant

might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Forth below:

PLAINTIFF AND PAGA REPRESENTATIVE

Dated: _____

PLAINTIFF RUBEN HERNANDEZ

DEFENDANT

Dated: 7/8/24 _____

DEFENDANT BRAVO TREE SERVICES

By: Carlos Bravo _____

APPROVED AS TO FORM:

Dated:

BRADLEY/GROMBACHER LLP

By: _____
Marcus Bradley, Esq.

Attorneys for Plaintiff and others similarly situated

Dated: July 9, 2024

By:  _____
Larry Kazanjian, Esq.
Hallie Spaulding, Esq.
Attorneys for Defendant