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on behalf of himself and all others similarly situated

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SITEONE LANDSCAPE SUPPLY LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

GUSTAVO CABALLERO, on behalf
of himself and all others similarly
situated,

Plaintiff,

v.

SITEONE LANDSCAPE SUPPLY
LLC, a Delaware Limited Liability
Company, and DOES 1-10, inclusive,

Defendants.

Case No. 2:23-cv-01533-AC

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

Complaint Filed: June 21, 2023
Trial Date: None
District Judge: Hon. Allison Claire
Courtroom 26,
Sacramento

This Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation” or “Settlement”) is entered into by and between plaintiff Gustavo Caballero (“Plaintiff”), individually and on behalf of all others similarly situated and the State of California, as a private attorney general, on the one hand, and defendant SiteOne Landscape Supply, LLC (“Defendant”) on the other hand (collectively referred to as “the Parties”).

This Settlement shall be binding on Plaintiff, the current and former employees he seeks to represent, on Defendant, and on their respective counsel, subject to the terms and conditions definitions, recitals, and terms set forth herein and to the approval of the Court.

I. DEFINITIONS

1. Action

“Action” or “Lawsuit” is defined as *Gustavo Caballero v. SiteOne Landscape Supply LLC*, which was filed on June 21, 2023 in San Joaquin County Superior Court (Case No. STK-CV-VOE-2023-6325) as a putative class action, and subsequently removed to the United States District Court, Eastern District of California as Case No. 2:23-cv-01533-AC (the “Class Complaint”), and which, consistent with the terms of this Settlement, will be voluntarily remanded to the state court and consolidated with *Gustavo Caballero v. SiteOne Landscape Supply LLC*, which was filed on September 12, 2023, and is pending in San Joaquin County Superior Court (Case No. STK-CV-UOE-2023-9747) (the “PAGA Complaint”).

2. Class Counsel

“Class Counsel” means Bradley/Grombacher, LLP and Majarian Law Group, who, subject to Court approval, shall act as counsel for the Settlement Class.

3. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this Lawsuit.

1 **4. Class Information**

2 “Class Information” means information regarding Class Members that
3 Defendant will in good faith compile from Defendant’s internal and currently available
4 electronic timekeeping, payroll, and/or HRIS records and provide to the Settlement
5 Administrator. To the extent possible, it shall be formatted as a Microsoft Excel
6 spreadsheet. It shall include: each Class Member’s full name; last known address; last
7 known home telephone number; social security number; and Compensable Work
8 Weeks.

9 **5. Class Members**

10 “Class Members” means all current and former non-exempt employees of
11 Defendant who worked in California during the Class Period (or if any such person is
12 incompetent, deceased, or unavailable due to military service, the person’s legal
13 representative or successor in interest evidenced by reasonable verification).

14 **6. Class Period**

15 “Class Period” means the period from August 16, 2022 through the earliest of
16 (1) the date of the order approving Plaintiff’s Motion for Preliminary Approval of
17 Class Action Settlement, or (2) 60 days from date of full execution of the Settlement
18 Agreement.

19 **7. Class Representative**

20 “Class Representative” means Plaintiff Gustavo Caballero.

21 **8. Class Representative Service Award**

22 “Class Representative Service Award” means the amount that the Court
23 authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in
24 assisting with the prosecution of the Lawsuit. The Class Representative Service Award
25 shall be in addition to the Plaintiff’s Individual Settlement Payment as a Settlement
26 Class Member.

27 **9. Compensable Work Weeks**

28 “Compensable Work Weeks” means the number of weeks in which Settlement

Class Member(s) worked as a non-exempt employees for Defendant in the State of California during the Class Period based on information from Defendant's internal and currently available electronic timekeeping and HRIS records.

10. Complaint

"Complaint" means the operative consolidated complaint in the Action, as described more fully below in Paragraph II(1).

11. Court

"Court" means the San Joaquin County Superior Court.

12. Defendant

"Defendant" means Defendant SiteOne Landscape Supply, LLC and includes its 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, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

13. Effective Date

"Effective Date" of the Settlement means the date on which the Court's order granting Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the following events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed prior to the Final Approval Hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further

1 review of the appellate court's decision is requested, the day after the request for
2 review is denied with prejudice and/or no further review of the order can be requested;
3 or (d) if review is accepted, the day the appellate court affirms the Settlement.

4 **14. Final Approval Hearing**

5 "Final Approval Hearing" means the final hearing held to ascertain the fairness,
6 reasonableness, and adequacy of the Settlement.

7 **15. Final Approval Order**

8 "Final Approval Order" means the proposed order granting final approval of the
9 Parties' settlement and constituting a Final Judgment, in a form substantially similar
10 to the order attached hereto as **Exhibit C**.

11 **16. Final Judgment**

12 "Final Judgment" means a judgment issued by the Court approving this
13 Agreement as binding upon the Parties.

14 **17. Gross Settlement Fund**

15 "Gross Settlement Fund" means the agreed upon settlement amount totaling
16 \$325,000.000 (Three Hundred Twenty-Five Thousand Dollars and Zero Cents) to be
17 paid by Defendant in full settlement of the Released Claims, and includes without
18 limitation the Class Counsel Award, Class Representative Service Award, Individual
19 Settlement Payments, PAGA Payment, and Settlement Administrator Costs. In no
20 event shall Defendant be liable for more than the Gross Settlement Fund, except that
21 Defendant shall pay separately and in addition to the Gross Settlement Amount any
22 employer payroll taxes due on the portion of the individual settlement class payments
23 that are allocated to wages.

24 **18. Individual Settlement Payment**

25 "Individual Settlement Payment" means the amount paid from the Net
26 Settlement Fund to a Settlement Class Member, based upon his/her Compensable
27 Work Weeks.

28

1 **19. LWDA**

2 “LWDA” means the California Labor and Workforce Development Agency.

3 **20. Net Settlement Fund**

4 “Net Settlement Fund” means the Gross Settlement Fund, less Court-approved
5 Class Counsel Award, Class Representative Service Award, payment to the LWDA,
6 and Settlement Administration Costs.

7 **21. Notice of Class Action Settlement**

8 “Notice of Class Action Settlement” means the Notice of Pendency of Class
9 Action Settlement and Hearing Date for Court Approval substantially in the form
10 attached hereto as **Exhibit A**, which shall include an estimated individual settlement
11 payment, number of workweeks worked, dates of employment, how to opt-out of the
12 settlement, and how to object to the settlement, and how to dispute the number of
13 estimated workweeks worked.

14 **22. PAGA**

15 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004,
16 codified at Labor Code §§ 2699 et seq.

17 **23. PAGA Action**

18 “PAGA Action” refers to the PAGA representative action captioned *Gustavo*
19 *Caballero v. SiteOne Landscape Supply, LLC*, and filed in the San Joaquin County
20 Superior Court (Case No.STK-CV-UOE-2023-9747) on September 12, 2023

21 **24. PAGA Complaint**

22 “PAGA Complaint” refers to the operative complaint in the PAGA Action.

23 **25. PAGA Members**

24 “PAGA Members” means all current and former non-exempt employees of
25 Defendant who worked in California during the PAGA Period (or if any such person
26 is incompetent, deceased, or unavailable due to military service, the person’s legal
27 representative or successor in interest evidenced by reasonable verification).
28

1 **26. PAGA Payment**

2 “PAGA Payment” means the payment made hereunder to the LWDA and
3 PAGA Members pursuant to PAGA. The Parties will seek approval from the Court for
4 a PAGA Payment of \$25,000 out of the Gross Settlement Amount, which shall be
5 allocated 75% (\$18,750.00) to the California Labor and Workforce Development
6 Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid
7 under this Agreement pursuant to the PAGA and 25% (\$6,250.00) will be distributed
8 to the PAGA Members to be allocated based on the number of pay periods worked as
9 an PAGA Member during the PAGA Period. If the Court approves a PAGA Payment
10 of less than \$25,000, the remainder will be retained in the Net Settlement Fund for
11 distribution to Class Members.

12 **27. PAGA Period**

13 “PAGA Period” means the period from August 16, 2022 through the earliest of
14 (1) the date of the order approving Plaintiff’s Motion for Preliminary Approval of
15 Class Action Settlement, or (2) 60 days from date of full execution of the Settlement
16 Agreement.

17 **28. Parties**

18 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
19 Plaintiff or Defendants, individually.

20 **29. Payment Ratio**

21 “Payment Ratio” means the respective Compensable Work Weeks during which
22 an employee worked, in proportion to the aggregate number of Compensable Work
23 Weeks worked by all Class Members.

24 **30. Plaintiff**

25 “Plaintiff” means Plaintiff Gustavo Caballero.

26 **31. Preliminary Approval Date**

27 “Preliminary Approval Date” means the date on which the Court issues an order
28 granting preliminary approval of the proposed order in a form substantially similar to

the order attached hereto as **Exhibit B**.

32. Released Class Claims

“Released Class Claims” means any and all causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate or properly formatted wage statements; (e) waiting time penalties; (f) failure to provide COVID-19 supplemental paid sick; (g) failure to pay sick pay and PTO at the regular rate of pay, (h) failure to produce records in violation of Labor Code 226(b)(c), 1198.5, and 432; (i) failure to reimburse business expenses (j) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (k) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (l) any other claims or penalties under the wage and hour laws pleaded in the Action; and (m) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

33. Released PAGA Claims

“Released PAGA Claims” means any and all claims, causes of action, and factual or legal theories that were alleged in the PAGA Complaint, or reasonably could have been alleged based on the facts and legal theories of the PAGA Complaint during the PAGA Period for civil penalties pursuant to the PAGA for Defendant’s alleged failure to: (a) pay wages including overtime, (b) provide proper meal periods, and to

properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) failure to pay all wages earned and owed upon separation from Defendant's employ, (e) failure to provide complete, accurate or properly formatted wage statements, and (f) failure to reimburse expenses.

34. Released Parties

"Released Parties" means Defendant and any of its former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives.

35. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, and a simple statement electing to be excluded from the Settlement.

36. Response Deadline

"Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

37. Settlement

"Settlement" or "Settlement Agreement" means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class Action Settlement and Release of Claims.

38. Settlement Administrator

"Settlement Administrator" means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is ILYM GROUP.

39. Settlement Administrator Costs

"Settlement Administrator Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement,

1 currently estimated at \$12,500.00.

2 **40. Settlement Class Members**

3 “Settlement Class Members” means those Class Members who did not file a
4 valid and timely Request for Exclusion pursuant to section III, paragraph 12 of this
5 Agreement.

6 **II. RECITALS**

7 **1. Consolidation of Class Complaint and PAGA Complaint**

8 To effectuate this Settlement, the Parties will stipulate to remand the Class
9 Complaint to the state court, and Plaintiff will file in the state court action an amended
10 complaint (the “Amended Complaint”), which consolidates in a single complaint all
11 class and PAGA claims and causes of action negotiated during mediation and falling
12 within the definition of “Released Class Claims” and “Released PAGA Claims,”
13 including specifically all claims and causes of action asserted in both the Class
14 Complaint and PAGA Complaint. For purposes of this Settlement only, Defendant
15 agrees that the filing of the Amended Complaint relates back to the filing of the
16 original complaint in this Action for purposes of the applicable statutes of limitations
17 for the causes of action alleged in the Amended Complaint. Defendant will be deemed
18 to have generally denied the allegations of the Amended Complaint without the need
19 to file and serve an Answer thereto. The Court’s approval of the Parties’ stipulation to
20 file an amended and consolidated complaint is a material term of this Settlement
21 Agreement. If the Court does not grant leave to file the amended complaint, the Parties
22 shall work together in good faith to agree on a revised settlement agreement. If the
23 Parties are unable to reach agreement, Plaintiff will immediately dismiss the Amended
24 Complaint. Moreover, if the Parties are unable to reach an agreement, this Settlement
25 Agreement, and any documents generated to bring it into effect, will be null and void.
26 Any order or judgment entered by the Court in furtherance of this Settlement
27 Agreement will likewise be treated as void from the beginning.

1 **2. Class Certification**

2 The Parties stipulate to class certification of the Settlement Class for purposes
3 of settlement only. If the Court does not grant either preliminary or final approval of
4 this Settlement, the Parties shall work together in good faith to agree on a revised
5 settlement agreement to address the Court's concerns. If the Parties are unable to reach
6 agreement, or the Court does not grant either preliminary or final approval of the
7 revised settlement, the Parties agree that this stipulation regarding class certification
8 will be revoked and the Parties will return to a point in litigation prior to the execution
9 of this Agreement.

10 **3. Procedural History**

11 On June 20, 2023, Plaintiff sent the LWDA notice, via online filing, of his intent
12 to file an action against Defendant to seek civil penalties under PAGA.

13 On June 21, 2023, Plaintiff filed a Class Action Complaint in San Joaquin
14 County Superior Court, Case No. STK-CV-VOE-2023-6325, namely, the Class
15 Complaint

16 On July 27, 2023, Defendant removed the Action to the United States District
17 Court for the Eastern District of California, Case No. No. 2:23-cv-01533-AC.

18 On or about September 12, 2023, Plaintiff filed a PAGA representative action
19 in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-9747, namely,
20 the PAGA Complaint.

21 The Parties subsequently agreed to mediate Plaintiff's class and PAGA claims.
22 The Parties began to engage in informal and formal discovery to understand the nature
23 of the allegations and the scope of potential liability. Defendant provided Plaintiff's
24 counsel with pertinent data for the Class Members, as well as relevant documents, so
25 that the Parties could fully-investigate the claims at issue and understand their
26 strengths and weaknesses. This included timekeeping records, payroll records,
27 relevant policies and forms, and class data points.

28 On August 15, 2024, the Parties attended a full-day mediation with experienced

mediator Louis Marlin. After a full-day's mediation, the Parties reached an agreement, as provided herein, to settle Plaintiff's claims on a class-wide basis.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in Plaintiff's Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Class Members' employment.

The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

4. Benefits of Settlement to Class Members

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome

1 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff
2 and Class Counsel are also aware of the burdens of proof necessary to establish
3 liability for the claims asserted in the lawsuit, both generally and in response to
4 Defendant's defenses thereto, and the difficulties in establishing damages for the Class
5 Members. Plaintiff and Class Counsel have also taken into account Defendant's
6 agreement to enter into a settlement that confers substantial relief upon the members
7 of the Class. Based on the foregoing, Class Counsel have concluded that settlement
8 for the consideration and on the terms set forth in this Settlement Agreement, is fair,
9 reasonable, and adequate and is in the best interest of the putative class in light of all
10 known facts and circumstances, including the risk of significant delay, defenses
11 asserted by Defendant, Defendant's financial condition, numerous potential appellate
12 issues, and other risks inherent in litigation.

13 **5. Defendant's Reasons for Settlement**

14 Defendant has concluded that any further defense of this litigation would be
15 protracted and expensive for all Parties. Substantial amounts of Defendant's time,
16 energy, and resources have been and, unless this Settlement is completed, will
17 continue to be devoted to, the defense of the claims asserted by Plaintiff and Class
18 Members. Defendant has also taken into account the risks of further litigation in
19 reaching its decision to enter into this Settlement. Even though Defendant continues
20 to contend that it is not liable for any of the claims set forth by Plaintiff in this Action,
21 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
22 in this Agreement to put to rest the claims in this Lawsuit. Defendant contends that it
23 has complied with all applicable state, federal, and local laws.

24 **6. Settlement of Disputed Claims**

25 This Agreement is a compromise of disputed claims. Defendant contends that
26 the Released Class Claims and the Released PAGA Claims have no merit and do not
27 give rise to liability. Plaintiff and Settlement Class Members have claimed and
28 continue to claim that the Released Class Claims and the Released PAGA Claims have

merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

III. TERMS OF AGREEMENT

1. Release as to All Settlement Class Members

As of the Effective Date, all Settlement Class Members will release the Released Parties from the Released Class Claims, whether known or unknown, and irrespective of the factual or legal basis for such claims. To be clear, the scope of this release is limited to the Released Class Claims. Settlement Class Members may later discover facts or legal arguments in addition to or different from those that they now know or currently believe to be true with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and Settlement Class members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and specifically agree that the scope of this Release described in this Paragraph is a material part of the consideration for this Agreement, was critical in justifying the agreed upon economic value of the Settlement and without it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could have been alleged based on facts, causes of action, and legal theories contained in the Action.

Defendant shall be entitled to a release of all Released Class Claims which occurred during the Class Period only during such time that the Settlement Class Member was non-exempt, and expressly excluding all other claims, including but not limited to claims for vested benefits, wrongful termination, unemployment insurance,

1 disability, social security, workers' compensation, claims while classified as exempt,
2 and claims outside of the Class Period.

3 **2. Release as to all PAGA Members**

4 As of the Effective Date, all PAGA Members will release the Released Parties
5 from the Released PAGA Claims, whether known or unknown. To be clear, the scope
6 of this release is limited to the Released PAGA Claims. PAGA Members may later
7 discover facts or legal arguments in addition to or different from those that they now
8 know or currently believe to be true with respect to the claims, causes of action, and
9 legal theories of the Action. Regardless, the discovery of new facts or legal arguments
10 shall in no way limit the scope or definition of the Released PAGA Claims, and by
11 virtue of this Agreement, Plaintiff and PAGA Members shall be deemed to have, and
12 by operation of the final judgment approved by the Court, shall have, fully, finally,
13 and forever settled and released all of the Released PAGA Claims. The Parties
14 understand and specifically agree that the scope of this Release described in this
15 Paragraph is a material part of the consideration for this Agreement, was critical in
16 justifying the agreed upon economic value of the Settlement and without it, Defendant
17 would not have agreed to the consideration provided, and is narrowly drafted and
18 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution
19 of the claims that were or could have been alleged based on facts, causes of action,
20 and legal theories contained in the Action and as defined in the Released Claims.

21 **3. Release of Claims by Plaintiff**

22 As of the Effective Date, Plaintiff for himself only releases the Released Parties
23 from all of the Released Claims during the Class Period. Plaintiff, for himself and his
24 heirs, successors and assigns, further waives, releases, acquits and forever discharges
25 the Released Parties from any and all claims, actions, charges, complaints, grievances
26 and causes of action, of whatever nature, whether known or unknown, which exist or
27 may exist on Plaintiff's behalf as of the date of this Agreement, including, but not
28 limited to, any and all tort claims, contract claims, wage claims, wrongful termination

claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

4. Tax Liability and Medicare

The Parties make no representations as to the tax treatment or legal effect of the

1 payments called for hereunder, and Settlement Class Members are not relying on any
2 statement or representation by the Parties in this regard. Settlement Class Members
3 understand and agree that they will be responsible for the payment of taxes and
4 penalties assessed on the payments described herein and will hold the Parties free and
5 harmless from and against any claims resulting from treatment of such payments as
6 non-taxable damages, including the treatment of such payment as not subject to
7 withholding or deduction for payroll and employment taxes. Moreover, this
8 Agreement is based upon a good faith determination of the Parties to resolve a disputed
9 claim. The Parties have not shifted responsibility of medical treatment to Medicare in
10 contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and
11 hour case. The Parties resolved this matter in compliance with both state and federal
12 law. The Parties made every effort to adequately protect Medicare's interest and
13 incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare
14 beneficiary as of the date of this Agreement. As such, no conditional payments have
15 been made by Medicare.

16 **5. Circular 230 Disclaimer**

17 Each Party to this Agreement (for purposes of this section, the "acknowledging
18 party" and each Party to this Agreement other than the acknowledging party, an "other
19 party") acknowledges and agrees that (1) no provision of this Agreement, and no
20 written communication or disclosure between or among the Parties or their attorneys
21 and other advisers, is or was intended to be, nor shall any such communication or
22 disclosure constitute or be construed or be relied upon as, tax advice within the
23 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
24 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
25 own, independent legal and tax counsel for advice (including tax advice) in connection
26 with this Agreement, (b) has not entered into this Agreement based upon the
27 recommendation of any other party or any attorney or advisor to any other party, and
28 (c) is not entitled to rely upon any communication or disclosure by any attorney or

1 adviser to any other party to avoid any tax penalty that may be imposed on the
2 acknowledging party; and (3) no attorney or adviser to any other party has imposed
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by
5 the acknowledging party of the tax treatment or tax structure of any transaction,
6 including any transaction contemplated by this Agreement.

7 **6. Preliminary Approval of Settlement**

8 Promptly upon execution of this Agreement, Plaintiff will move the Court to
9 grant preliminary approval of this Settlement, certifying the Class for settlement
10 purposes only and setting a date for the Final Approval Hearing. All Parties agree to
11 work diligently and cooperatively to have this Settlement presented to the Court for
12 preliminary approval. The proposed preliminary approval order shall provide for the
13 Notice of Class Action Settlement to be sent to Settlement Class Members as specified
14 herein.

15 **7. Settlement Administrator**

16 Upon the Court granting preliminary approval of this Agreement, Defendant
17 shall provide the Settlement Administrator with the Class Information within ten (10)
18 business days for purposes of mailing the Notice of Class Action Settlement to the
19 Class Members. No later than three (3) business days after receipt of the Class
20 Information, the Settlement Administrator shall notify counsel for the Parties that the
21 list has been received and state the number of Class Members included in the Class
22 Information.

23 **8. Notice by First Class U.S. Mail**

24 Upon receipt of the Class Information, the Settlement Administrator will
25 perform a search based on the National Change of Address Database to update and
26 correct any known or identifiable address changes. Within thirty (30) calendar days of
27 the Preliminary Approval Date, the Settlement Administrator shall mail copies of the
28 Notice of Class Action Settlement to all Class Members via regular First-Class U.S.

Mail with a return postage-paid envelope. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. A reminder postcard will be mailed out 30 days after the Class Notice is mailed to Class Members.

9. Undeliverable Notices

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a notice was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining original Response Deadline period.

10. Disputes Regarding Individual Settlement Payments

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

Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

11. Disputes Regarding Administration of Settlement

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

12. Requests for Exclusion

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice will state that the Request for Exclusion: (1) must contain the name, address, and telephone number of the Class Member requesting exclusion; (2) must contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. The Request for Exclusion will be deemed invalid if it does not contain a Class Member's name, address, signature, and a statement requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement Administration is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a determination as to its validity. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by

all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion.

13. Objections

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed or faxed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope or the date of the fax transmission shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the Final Approval Hearing. The Settlement Administration must provide a copy of written objections to the Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties may file a responsive document to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not represent any Class Members with respect to any such objections.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

An individual who submits a valid Request for Exclusion may not object to the Settlement.

14. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

15. Funding and Allocation of Gross Settlement Fund

No later than twenty-one (21) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement, and the employer's share of payroll taxes due on the portion of the Individual Settlement Payments that is allocated to wages. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement. Within five (5) calendar days of the receipt of the Gross Settlement Fund, the Settlement Administrator shall make the Settlement payments as specified in this Settlement Agreement,

16. Net Settlement Fund

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Fund. The anticipated Net Settlement Fund is \$138,750.00. The Parties estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Fund:	\$ 325,000.00
Class Representative Service Award:	\$ 10,000.00

Class Counsel Fees:	\$ 113,750.00
Class Counsel Costs:	\$ 25,000.00
PAGA Payment	\$ 25,000.00
Settlement Administrator Costs:	\$ 12,500.00

Anticipated Net Settlement Fund \$ 138,750.00

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Fund, which includes, the Class Counsel Award, Class Representative Service Award, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Fund will revert to Defendant.

Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Fund.

17. Individual Settlement Payments

Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Settlement Class Member's last known mailing address within seven (7) calendar days after Defendant makes the final settlement payment. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages and eighty percent (80%) as interest and penalties.

18. Settlement Class Member's Payment Ratio

Settlement Class Members will be paid on a pro-rata basis. A Settlement Class Member's Individual Settlement Payment will be based on the number of Compensable Work Weeks during which s/he worked in proportion to the aggregate number of Compensable Work Weeks worked by all Settlement Class Members,

reduced as necessary to account for the employee's mandatory payroll withholdings.

19. PAGA Member's Payment and PAGA Ratio

PAGA Members will be paid on a pro-rata basis from the PAGA Payment. A PAGA Member's Individual PAGA Payment will be based on the number of Compensable Pay Periods during which s/he worked in proportion to the aggregate number of Compensable Pay Periods worked by all PAGA Members. The Parties will seek approval from the Court for a PAGA Payment of \$25,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$18,750) to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$6,250) will be distributed to the PAGA Members to be allocated based on the number of pay periods worked as an PAGA Member during the PAGA Period.

20. Payment to Settlement Class Member and PAGA Members

Checks shall be made payable to each Settlement Class Member and/or PAGA Member for payment of each Settlement Class Member and/or PAGA Member's Individual Settlement Payment as set forth in Paragraph III.17 of this Agreement.

21. Form of Payment to Class Member

The Individual Settlement Payment amount due to each Settlement Class Member and/or PAGA Member shall be paid in the form of a check to each Settlement Class Member and/or PAGA Member.

22. Unclaimed Settlement Payment(s)

After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks will be transmitted to the State of California Office of the Controller Unclaimed Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds. If, for some reason, the Court does not approve the

1 escheatment of uncashed funds, the Parties agree to meet and confer to identify a
2 mutually-agreeable cy pres recipient(s).

3 **23. Class Representative Service Award**

4 Plaintiff will request that the Court approve a Class Representative Service
5 Award of up to \$10,000. The Class Representative Service Award shall be paid to
6 Plaintiff from the Gross Settlement Fund within seven (7) calendar days after
7 Defendant provides the Gross Settlement Fund to the Settlement Administrator. The
8 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for his
9 respective Class Representative Service Award. Plaintiff shall be solely and legally
10 responsible to pay any and all applicable taxes on his Class Representative Service
11 Award and shall hold harmless Defendant and Class Counsel from any claim or
12 liability for taxes, penalties, or interest arising as a result of the Class Representative
13 Service Award. The Class Representative Service Award shall be in addition to the
14 Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any amount
15 requested by Plaintiff for the Class Representative Service Award and not granted by
16 the Court shall return to the Net Settlement Fund and be distributed to Settlement Class
17 Members as provided in this Agreement.

18 **24. Class Counsel Award**

19 Class Counsel will request that the Court approves attorneys' fees in the amount
20 of up to thirty-three and one-third percent (35%) of the Gross Settlement Fund. This
21 amount is currently anticipated to be \$113,750.00. Class Counsel will request that the
22 Court approve the reimbursement of any litigation costs or expenses associated with
23 Class Counsel's prosecution of this matter from the Gross Settlement Fund not to
24 exceed \$113,750.00. Even in the event that the Court reduces or does not approve the
25 requested Class Counsel Award and costs, Plaintiff's Counsel shall not have the right
26 to revoke the Settlement, and it will remain binding. Class Counsel shall be paid any
27 Court-approved fees and costs no later than seven (7) calendar days after Defendant
28 provides the Gross Settlement Fund to the Settlement Administrator. Class Counsel

1 shall be solely and legally responsible to pay all applicable taxes on the payment made
2 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
3 – MISC to Class Counsel for the payments made pursuant to this paragraph. This
4 Settlement is not contingent upon the Court awarding Class Counsel any particular
5 amount in attorneys' fees and costs. Any amount requested by Class Counsel for the
6 Class Counsel Award and not granted by the Court shall return to the Net Settlement
7 Fund and be distributed to Settlement Class Members as provided in this Agreement.

8 **25. Settlement Administrator Costs**

9 The Parties agree to allocate up to \$20,000.00 of the Gross Settlement Fund for
10 Settlement Administrator Costs. The Settlement Administrator shall have the authority
11 and obligation to make payments, credits and disbursements to Settlement Class
12 Members in the manner set forth herein, calculated in accordance with the
13 methodology set out in this Agreement and orders of the Court. The Parties agree to
14 cooperate in the Settlement administration process and to make all reasonable efforts
15 to control and minimize the cost and expenses incurred in administration of the
16 Settlement.

17 **26. Responsibilities of the Settlement Administrator**

18 The Settlement Administrator shall be responsible for the following: processing
19 and mailing payments to Plaintiff, Class Counsel, and Settlement Class Members;
20 printing, and mailing the Notice of Class Action Settlement and tax forms to the
21 Settlement Class Members as directed by the Court; receiving and reporting the
22 requests for exclusion and objections submitted by Settlement Class Members;
23 providing declaration(s) as necessary in support of preliminary and/or final approval
24 of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
25 Settlement Administrator to perform. The Settlement Administrator shall keep the
26 Parties timely apprised of the performance of all Settlement Administrator
27 responsibilities. Plaintiff, Class Counsel, Defendant, and Defendant's counsel shall not
28

bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

27. Settlement Administrator Fees

The Settlement Administrator shall be paid the Settlement Administrator Costs within seven (7) calendar days after Defendant provides the Gross Settlement Fund to the Settlement Administrator.

28. Payment to the LWDA

A total payment of \$25,000.00 from the Gross Settlement Fund will be allocated as the PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment (\$18,750) will be paid to the LWDA and the remaining twenty-five (25%) (\$6,250) shall be included in the Net Settlement Fund distributed to PAGA Members.

29. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award; (iii) Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Payment.

30. Final Approval Order

Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as **Exhibit C**. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

31. Nullification of Settlement Agreement

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any

other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs exceed five percent (5%), Defendant has the option to nullify this settlement prior to the final fairness hearing via a written notice to Plaintiff's counsel. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendant will be solely responsible for the costs incurred for the settlement administration should it exercise its' option to nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than five (5) business days after one or more of the triggering events leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

32. Class and PAGA Period Adjustment

If the total number of workweeks worked by Class Members during the Class Period exceeds 46,465 by more than 10%, then Plaintiff shall, in his sole discretion, have the right to request a pro-rata increase in the Maximum Settlement Amount equal to the percentage increase in workweeks above the 10% threshold. For example, if the workweek count increases by 12%, then Plaintiff shall request a 2% increase to the Maximum Settlement Amount. Provided however, that at Defendant's discretion, in lieu of paying for any excess workweeks, the Class Period may be shortened so that it includes only a total of 46,465 workweeks.

1 **33. No Effect on Employee Benefits**

2 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this
3 Agreement shall be deemed not to be pensionable earnings and shall not have any
4 effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
5 vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class
6 members.

7 **34. No Admission by Defendant**

8 Defendant denies any and all claims alleged in this Lawsuit and denies all
9 wrongdoing whatsoever. This Agreement is not a concession or admission, and shall
10 not be used against Defendant as an admission or indication with respect to any claim
11 of any fault, concession, or omission by Defendant.

12 **35. Exhibits and Headings**

13 The terms of this Agreement include the terms set forth in any attached Exhibits,
14 which are incorporated by this reference as though fully set forth herein. Any Exhibits
15 to this Agreement are an integral part of the Settlement. The descriptive headings of
16 any paragraphs or sections of this Agreement are inserted for convenience of reference
17 only and do not constitute a part of this Agreement.

18 **36. Interim Stay of Proceedings**

19 The Parties agree to stay all proceedings in the Action, except such proceedings
20 necessary to implement and complete the Settlement, pending the Final Approval
21 Hearing to be conducted by the Court. Defendant will not be obligated to file an answer
22 to the Complaint.

23 **37. Amendment or Modification**

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

26 **38. Entire Agreement**

27 This Agreement and any attached Exhibits constitute the entire Agreement
28 among these Parties, and no oral or written representations, warranties, or inducements

1 have been made to any Party concerning this Agreement or its Exhibits other than the
2 representations, warranties, and covenants contained and memorialized in the
3 Agreement and its Exhibits. The Parties are entering in to this Agreement based solely
4 on the representations and warranties herein and not based on any promises,
5 representation, and/or warranties not found herein.

6 **39. Authorization to Enter into Settlement Agreement**

7 Counsel for all Parties warrant and represent they are expressly authorized by
8 the Parties whom they represent to negotiate this Agreement and to take all appropriate
9 actions required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents required to effectuate the
11 terms of this Agreement. The Parties and their counsel will cooperate with each other
12 and use their best efforts to effect the implementation of the Settlement. In the event
13 the Parties are unable to reach agreement on the form or content of any document
14 needed to implement the Settlement, or on any supplemental provisions that may
15 become necessary to effectuate the terms of this Settlement, the Parties may seek the
16 assistance of the Court to resolve such disagreement. The persons signing this
17 Agreement on behalf of Defendant represent and warrant that they are authorized to
18 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he
19 is authorized to sign this Agreement and that he does have not assigned any claim, or
20 part of a claim, covered by this Settlement to a third-party.

21 **40. Binding on Successors and Assigns**

22 This Agreement shall be binding upon, and inure to the benefit of, the successors
23 or assigns of the Parties hereto, as previously defined.

24 **41. California Law Governs**

25 All terms of this Agreement and the Exhibits hereto shall be governed by and
26 interpreted according to the laws of the State of California.

27 **42. Counterparts**

28 This Agreement may be executed in one or more counterparts. All executed

counterparts and each of them shall be deemed to be one and the same instrument.

43. Jurisdiction of the Court

The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

44. Invalidity of Any Provision

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

45. Publicity

Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, website or social media post, or any other medium, with any person or entity concerning the Settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the

name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

46. No Unalleged Claims

Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, (a) are not currently aware of any unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement and unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in this Action, (b) they have no current intention of asserting any other claims against Defendant or any of the Released Parties in any judicial or administrative forum, and (c) that they do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant or any of the Released Parties. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

47. Notice of Settlement to LWDA.

Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(l)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____ By: _____

Gustavo Caballero

Dated: _____ By: _____

SiteOne Landscape Supply, LLC

Title _____

name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

46. No Unalleged Claims

Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, (a) are not currently aware of any unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement and unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in this Action, (b) they have no current intention of asserting any other claims against Defendant or any of the Released Parties in any judicial or administrative forum, and (c) that they do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant or any of the Released Parties. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

47. Notice of Settlement to LWDA.

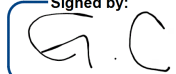
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WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 1/13/2025

By: _____

Signed by:

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Gustavo Caballero

Dated: JANUARY 6, 2025

By: _____

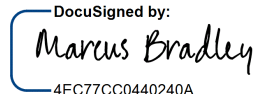

Briley Brismarine
SiteOne Landscape Supply, LLC

Title Executive V.P. & General Counsel

APPROVED AS TO FORM:

DATED: 1/13/2025, 2025

BRADLEY/GROMBACHER, LLP

By: /s/ 
Marcus Bradley
Kiley Grombacher
Corey Smith

Attorneys for Plaintiff and Proposed Class

DATED: January 13, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ 
Aaron H. Cole
Sona P. Patel

Attorneys for Defendant
SITEONE LANDSCAPE SUPPLY LLC