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VILLA PARK LANDSCAPE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)**

JOSE ALARCON aka PORFIRIO CRUZ, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

VILLA PARK LANDSCAPE, a California
corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 30-2024-01371907-CU-OE-CXC

*[Assigned For All Purposes To Hon. Layne H.
Melzer]*

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

Action filed: 01/10/2024

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Jose Alarcon aka Porfirio Cruz
3 (“Plaintiff” or “Class Representative”), in his individual capacity, as class representative, and as a private
4 attorney general, and Defendant Villa Park Landscape (“Defendant”) (collectively with Plaintiff, the
5 “Parties”). Subject to the Court’s approval, the above-referenced action is being compromised and settled
6 under the terms set forth below. This Settlement Agreement binds Plaintiff and the class purported to be
7 represented and Defendant, subject to the terms set forth below.

8 DEFINITIONS

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

11 1. “Action” means the lawsuit captioned *Jose Alarcon aka Porfirio Cruz v. Villa Park*
12 *Landscape*, Case No. 30-2024-01371907-CU-OE-CXC (Orange County Superior Court), initiated on
13 January 10, 2024.

14 2. “Aggrieved Employee” means all individuals who are or were employed by Defendant
15 Villa Park Landscape as hourly, non-exempt employees in California during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
17 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs
18 incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant
19 fees, investigation costs, and costs associated with documenting the Settlement, providing any notices
20 required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,
21 administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will
22 request attorneys’ fees not in excess of 33.33 % (one-third) of the Gross Settlement Amount, or Four
23 Hundred Thousand Dollars and Zero Cents (\$400,000.00). The Attorneys’ Fees and Costs will also mean
24 and include the additional reimbursement of any costs and expenses associated with Class Counsel’s
25 litigation and settlement of the Action, not to exceed Thirteen Thousand Dollars (\$13,000), subject to the
26 Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement
27 of costs as set forth above.

28 4. “Class Counsel” means Maralle Messrelian, Esq. of MM Law, APC.

1 5. “Class List” means a complete list of all Class Members that Defendant will diligently and
2 in good faith compile from their records and provide to the Settlement Administrator and Class Counsel
3 within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be
4 formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing
5 address and telephone number; Social Security number; dates of employment; the respective number of
6 Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods
7 worked during the PAGA Period; and any other relevant information needed to calculate settlement
8 payments.

9 6. “Class Member(s)” or “Settlement Class” means all individuals who are or were employed
10 by Defendant Villa Park Landscape as hourly, non-exempt employees in California during the Class Period.

11 7. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement,
12 substantially in the form attached as Exhibit A.

13 8. “Class Period” means January 10, 2020 through September 10, 2025 (the date on which
14 the number of workweeks equals 176,523).

15 9. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in
16 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general
17 release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to
18 the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative
19 Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

20 10. “Court” means the Orange County Superior Court.

21 11. “Defendant” means Defendant Villa Park Landscape

22 12. “Defense Counsel” means Todd B. Scherwin and Melissa A. Huether of Fisher & Phillips
23 LLP.

24 13. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn
25 prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the
26 Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval,
27 provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the
28 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or

1 petitions for certiorari), resulting in final judicial approval of the Settlement.

2 14. “Final Approval” means the date on which the Court enters an order granting final approval
3 of the Settlement Agreement.

4 15. “Final Approval Order” means the Court’s order granting final approval of the Settlement
5 Agreement.

6 16. “Gross Settlement Amount” means the Gross Settlement Amount of One Million Two
7 Hundred Thousand Dollars (\$1,200,000), to be paid by Defendant in full satisfaction of all Released Class
8 Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees
9 and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
10 Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based
11 on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be
12 liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will
13 be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for
14 any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions,
15 which shall not be paid from the Gross Settlement Amount.

16 17. “Individual Settlement Payment” means each Participating Class Member’s and Aggrieved
17 Employee’s respective shares of the Net Settlement Amount and Aggrieved Employee Payment.

18 18. “Judgment” means the judgment entered by the Court based upon granting final approval
19 of the Settlement Agreement.

20 19. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining
21 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the LWDA
22 Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed on a pro
23 rata basis to Participating Class Members based on the number of weeks worked by each Participating Class
24 Member during the Class Period. There will be no reversion of the Net Settlement Amount to Defendant.

25 20. “Notice of Objection” means a Class Member’s valid and timely written objection to the
26 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,
27 signature, address, and telephone number, (b) a written statement of all grounds for the objection
28 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents

upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

21. “PAGA Notice” means Plaintiff’s September 14, 2023 notice to the California Labor & Workforce Development Agency (LWDA).

22. “PAGA Pay Periods” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period. All Aggrieved Employees will be credited with at least one Pay Period during the PAGA Period.

23. “PAGA Period” means the period from September 14, 2022 through September 10, 2025 (the date on which the Class Period ends).

24. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees in connection with Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000) (“Aggrieved Employee Payment”), of the PAGA Settlement Amount will be disbursed to Aggrieved Employees, regardless of whether they request to be excluded from the Settlement Class.

25. “Parties” means Plaintiff and Defendant collectively.

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

27. “Plaintiff” means Plaintiff Jose Alarcon aka Porfirio Cruz.

28. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

29. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the Court.

30. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages in violation of Labor Code sections 510, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay all wages due at separation of employment in violation of Labor Code sections 201-203; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2800-2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

31. “Released PAGA Claims” means all known or unknown claims for civil penalties, attorneys’ fees and costs, or any other relief under PAGA arising out of the Labor Code claims that were alleged, or reasonably could have been alleged based on any facts, claims, or theories set forth in the PAGA Notice against Defendant dated September 14, 2023, which occurred during the PAGA Period.

32. “Released Parties” means Defendant and all 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.

33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed or postmarked on or before the Response Deadline. A Request for Exclusion Form is included in the Class

1 Notice.

2 34. "Response Deadline" means the deadline by which Class Members must postmark or
3 email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the
4 calculation of Individual Settlement Payments, or postmark or email Notices of Objection to the Settlement
5 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class
6 Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State
7 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
8 Service is open. Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen
9 (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to
10 submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or
11 an objection to the Settlement.

12 35. "Settlement Administration Costs" means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
14 printing, distributing, and tracking documents for this Settlement, sending notices and translating the same
15 to Spanish, calculating the individual payments to be issued to Class Members and Aggrieved Employees,
16 establishing a qualified settlement fund and holding the various payments from Defendant comprising the
17 Gross Settlement Amount and employer payroll taxes, tax reporting, distributing the Gross Settlement
18 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
19 Administration Costs shall not exceed Fifteen Thousand Dollars (\$15,000) and will be paid from the Gross
20 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the
21 Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement
22 Administration Costs are currently estimated to be Fourteen Thousand Five Hundred Dollars (\$14,500.00).

23 36. "Settlement Administrator" means Phoenix Settlement Administrators, or any other third-
24 party class action settlement administrator agreed to by the Parties and approved by the Court for the
25 purposes of administering this Settlement. The Parties and their Counsel each represent that they do not
26 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
27 Settlement Administrator that could create a conflict of interest.

28 37. "Workweeks" means any week during which a Class Member worked for Defendant for

at least one (1) day during the Class Period. All Class Members will be credited with at least one Workweek during the Class Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

38. Funding of the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount as follows:

- i) Defendant shall make the “First Payment” of 1/3 the settlement amount, i.e., \$400,000, within 30 calendar days of the date in which the Court enters an order granting preliminary approval;
- ii) Defendant shall make the “Second Payment” of 1/3 the settlement amount, i.e., \$400,000, within 6 months (i.e., 180 calendar days) of the date of the First Payment; and
- iii) Defendant shall make the “Final Payment of 1/3 the settlement amount, i.e., \$400,000, within 6 months (i.e., 180 calendar days) of the date of the Second Payment. In addition to the Final Payment, Defendant will fund the employer’s share of taxes due on the Gross Settlement Amount.

The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the “Funding Date.”

39. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys’ fees and costs by Class Counsel for Attorneys’ Fees and Costs of not more than 33.33% (one-third) of the Gross Settlement Amount, which is currently estimated to be Four Hundred Thousand Dollars and Zero Cents (\$400,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert/consultant fees, mediator fees, etc.), not to exceed Thirteen Thousand Dollars (\$13,000), both of which will be paid from the Gross Settlement Amount.

40. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff’s Individual Settlement Payment paid pursuant

1 to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
2 Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement
3 Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement
4 Payment sought by Plaintiff is not ultimately awarded by the Court. The Settlement Administrator will
5 report the Class Representative Enhancement Payment on IRS 1099 Forms.

6 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
8 Amount, not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (currently estimated to be
9 \$14,500.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,
10 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
11 distributing Class Notices and translating same to Spanish, calculating and distributing the Gross Settlement
12 Amount, and providing necessary reports and declarations.

13 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of
14 One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
15 satisfaction of Plaintiff's PAGA claim. Pursuant to the PAGA, Seventy-Five Percent (75%), or Seventy
16 Five Thousand Dollars (\$75,000.00), of this sum will be paid to the LWDA ("LWDA Payment") and
17 Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000.00), will be paid to Aggrieved
18 Employees ("Aggrieved Employees Payment") based on the PAGA Employee's pay periods worked
19 during the PAGA Period.

20 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
21 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
22 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved
23 Employee has the right to exclude himself or herself from the release of the Released PAGA Claims, and
24 all Aggrieved Employees will receive their shares of the Aggrieved Employee Payment. The Parties also
25 agree that no Aggrieved Employee has the right to object to the PAGA Settlement Amount.

26 44. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
27 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
28 Defendant.

1 45. Aggrieved Employee Payment. The entire Aggrieved Employee Payment will be
2 distributed to all Aggrieved Employees. No portion of the Aggrieved Employee Payment will revert to or
3 be retained by Defendant.

4 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
5 calculated and apportioned from the Net Settlement Amount and Aggrieved Employee Payment based on
6 the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay
7 Periods an Aggrieved Employee worked during the PAGA Period, respectively. Specific calculations of
8 Individual Settlement Payments will be made as follows:

9 46(a) Payments from the Net Settlement Amount. Defendant will calculate the total
10 number of Workweeks worked by each Class Member during the Class Period
11 and the aggregate total number of Workweeks worked by all Class Members
12 during the Class Period. To determine each Class Member's estimated
13 "Individual Settlement Payment" from the Net Settlement Amount, the
14 Settlement Administrator will use the following formula: The Net Settlement
15 Amount will be divided by the aggregate total number of Workweeks during
16 the Class Period, resulting in the "Workweek Value." The Net Settlement
17 Amount portion of each Class Member's "Individual Settlement Payment"
18 will be calculated by multiplying each individual Class Member's total number
19 of Workweeks by the Workweek Value. The Individual Settlement Payment
20 will be reduced by any required deductions for each Participating Class
21 Member as specifically set forth herein, including employee-side tax
22 withholdings or deductions. The entire Net Settlement Amount will be
23 disbursed to all Class Members who do not submit timely and valid Requests
24 for Exclusion. If there are any valid and timely Requests for Exclusion, the
25 Settlement Administrator shall proportionately increase the Individual
26 Settlement Payment for each Participating Class Member according to the
27 number of Workweeks worked, so that the amount actually distributed to the
28 Settlement Class equals 100% of the Net Settlement Amount.

1 46(b) Payments from the Aggrieved Employee Payment. Defendant will calculate
2 the total number of PAGA Pay Periods worked by each Aggrieved Employee
3 during the PAGA Period and the aggregate total number of PAGA Pay Periods
4 worked by all Aggrieved Employees during the PAGA Period. To determine
5 each Aggrieved Employee's estimated "Individual Settlement Payment" from
6 the Aggrieved Employee Payment the Settlement Administrator will use the
7 following formula: The Aggrieved Employee Payment will be divided by the
8 aggregate total number of PAGA Pay Periods during the PAGA Period,
9 resulting in the "PAGA Pay Period Value." The Aggrieved Employee
10 Payment portion of each Aggrieved Employee's "Individual Settlement
11 Payment" will be calculated by multiplying each individual Aggrieved
12 Employee's total number of PAGA Pay Periods by the PAGA Pay Period
13 Value. The entire Aggrieved Employee Payment will be disbursed to all
14 Aggrieved Employees.

15 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
16 Participating Class Members or Aggrieved Employees under this Settlement, as well as any other payments
17 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit
18 plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus
19 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
20 plan, nor do any payments under this Settlement extend or alter Class Members' or Aggrieved Employees'
21 period of employment for any purpose. Rather, it is the Parties' intention that this Settlement Agreement
22 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any
23 benefit plans.

24 48. Administration Process. The Parties agree to cooperate in the administration of the
25 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
26 administration of the Settlement.

27 49. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
28 Defendant will provide the Class List to the Settlement Administrator.

1 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List
2 from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular
3 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

4 51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address Database for
6 information to update and correct for any known or identifiable address changes. Any Class Notices
7 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
8 within five (5) business days via regular First-Class U.S. Mail to the forwarding address affixed thereto and
9 the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding
10 address is provided, the Settlement Administrator will promptly attempt to determine the correct address
11 using a skip-trace, or other search using the name, address and/or Social Security Number of the Class
12 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
13 Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the
14 Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the
15 calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement.

16 52. Class Notices. All Class Members will be mailed a Class Notice in English and Spanish.
17 Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
18 Settlement's principal terms; (c) the Settlement Class and Aggrieved Employee definitions; (d) the total
19 number of Workweeks and PAGA Pay Periods each respective Class Member and Aggrieved Employee
20 worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and Aggrieved
21 Employee's estimated Individual Settlement Payment and the formula for calculating Individual Settlement
22 Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to
23 submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must
24 postmark or email Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the
25 claims to be released.

26 53. Disputed Information on Class Notices. Class Members will have an opportunity to dispute
27 the information provided in their Class Notices. To the extent Class Members dispute their employment
28 dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence

1 to the Settlement Administrator showing that such information is inaccurate. A Class Member may either
2 email or postmark a dispute to the Settlement Administrator on or before the Response Deadline. A
3 Workweek Dispute Form is included in the Class Notice. Defendant's records will be presumed correct,
4 but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in
5 good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided by
6 the Settlement Administrator and the Parties within ten (10) business days after the Response Deadline.
7 While the Administrator and the Parties will attempt to resolve any such disputes, the Court ultimately will
8 decide any unresolved disputes.

9 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
10 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
11 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
12 receiving the defective submission to advise the Class Member that his/her/their submission is defective
13 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
14 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
15 date is later, to postmark or email a revised Request for Exclusion. If the revised Request for Exclusion is
16 not postmarked or received by email within that period, it will be deemed untimely.

17 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
18 Settlement Agreement must sign and email or postmark a written Request for Exclusion to the Settlement
19 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
20 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
21 for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will
22 have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline,
23 whichever is later, to submit a Request for Exclusion.

24 56. Class Workweeks Estimate. This Settlement is based on Defendant's representation that
25 the actual number of weeks worked by the Settlement Class through December 2024 is approximately
26 160,475. If the actual number of Workweeks worked by Class Members is greater than 176,523 (10% of
27 this estimate (i.e., by more than 16,048 Workweeks), then the Class Period shall end on the date on which
28 the number of workweeks equals 176,523. Defendant shall verify the Workweeks and notify Plaintiff's

counsel of the Class Period end date prior to the filing of Plaintiff's motion for preliminary approval.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

58. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period. The Released Class Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by Participating Class Members for any and all of the Released Class Claims.

59. Releases by Aggrieved Employees. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or Aggrieved Employees for any and all of the Released PAGA Claims.

60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all Participating Class Members and Aggrieved Employees, Plaintiff, individually and on behalf of his former and present spouses, representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, will generally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, transactions, or occurrences of any nature whatsoever, whether known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. ("Plaintiff's Release.") Plaintiff also releases the

Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. Plaintiff's Release also includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to pay interest on deposits, failure to pay vested vacation/PTO time, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those

1 rights that as a matter of law cannot be waived. Plaintiff acknowledges that Plaintiff may discover facts or
2 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
3 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
4 such different or additional facts or Plaintiff's discovery of them. To the extent the foregoing release is a
5 release to which Section 1542 of the California Civil Code or similar provisions of other applicable law
6 may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions
7 of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

13 61. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
14 email or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
15 Deadline, or appear in person at the Final Approval Hearing. An Objection Form is included in the Class
16 Notice. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in
17 person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and
18 will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement
19 Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
20 Members to submit written objections to the Settlement Agreement or appeal from the Final Approval
21 Order and Judgment. Class Counsel will not represent any Class Members with respect to any such
22 objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request
23 for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection
24 shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

25 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
26 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies the
27 number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement,
28 and whether any Class Member has submitted a challenge to any information contained in their Class

1 Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator
2 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
3 Agreement as needed or requested. Not later than 5 days after the expiration of the deadline for submitting
4 Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel
5 containing the names of Class Members who have timely submitted valid Requests for Exclusion
6 (“Exclusion List”) and the names of Class Members who have submitted invalid Requests for Exclusion.

7 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
8 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
9 and Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
10 Counsel for the court-approved Attorneys’ Fees and Costs. The Settlement Administrator will also issue a
11 payment to itself for Court-approved services performed in connection with the Settlement.

12 64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
13 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
14 than one hundred and eighty (180) calendar days after issuance will be transmitted to the State Controller
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to
16 the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 65. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to the
19 Court and counsel for all Parties.

20 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
21 allocated as follows: (a) Twenty Percent (20%) of the Net Settlement Amount portion of each Individual
22 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty
23 Percent (80%) of the Net Settlement Amount portion of each Individual Settlement Payment will be
24 allocated as penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent
25 (100%) of payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be
26 treated as non-wages for which IRS Forms 1099-MISC will be issued.

27 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
28 will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class

1 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
2 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
3 penalties to the appropriate government authorities.

4 68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
5 the payments called for hereunder, and Plaintiff, Participating Class Members, and Aggrieved Employees
6 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
7 Administrator in this regard.

8 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
9 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
10 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
11 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
12 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
13 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
14 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
15 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
16 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
17 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
18 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
19 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
20 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
21 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
22 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
23 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
24 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S
26 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
27 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
28 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED

1 BY THIS AGREEMENT.

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

6 71. No Conflicts of Interest. There are no conflicts of interest between Plaintiff and the
7 Settlement Class he seeks to represent. There are no conflicts of interest between Class Counsel and the
8 Settlement Class.

9 72. No Related Matters. The Parties, Class Counsel and Defense Counsel represent that they
10 are not aware of any other pending action asserting claims that will be extinguished or affected by the
11 Settlement.

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

17 74. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified
18 in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated,
19 to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement
20 shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further
21 obligation to perform under this Agreement; provided, however, Defendant will remain responsible for
22 paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel
23 of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to
24 Defense Counsel; late elections will have no effect.

25 75. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
26 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
27 (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval
28 of the proposed Settlement Agreement, and (c) setting a date for a final fairness hearing. The Preliminary

1 Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In
2 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
3 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
4 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain
5 preliminary approval.

6 76. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
7 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
8 Court's permission, a final fairness hearing will be conducted to determine the final approval of the
9 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
10 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment;
11 and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
12 necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
13 and costs application to be heard at the final approval hearing.

14 77. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
15 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
16 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
17 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c)
18 such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
19 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

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

23 79. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
24 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
25 be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
26 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
27 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
28 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms

1 of this Settlement Agreement.

2 80. Amendment or Modification. No amendment, change, or modification to this Settlement
3 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
4 by the Court.

5 81. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
8 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
9 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
10 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
11 agreement on the form or content of any document needed to implement the Settlement, or on any
12 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
13 may seek the assistance of the Court to resolve such disagreement.

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

16 83. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
17 be governed by and interpreted according to the laws of the State of California.

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

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

28 86. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement

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

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

88. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

90. Informal Discovery. The Parties agree that any and all information provided pursuant to Cal. Evid. Code §1152, and all documents, disclosures and/or exchanges of information provided in

1 connection with mediation, other settlement negotiations, or in connection with the Settlement, are
2 privileged and confidential, and may be used only with respect to this Settlement, and no other purpose.
3 Such information shall include but is not limited to: (1) Class Members' time and payroll records; (2) written
4 policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege.
5 The Parties agree to treat and maintain the information disclosed confidentially, protect it, and take any and
6 all reasonable steps to maintain it confidentially and treat it as a trade secret. However, the Parties expressly
7 agree that Class Counsel may disclose such information to the Court as is necessary to consummate and
8 finalize the approval process of the Settlement by the Court.

9 91. No Public Comment. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
10 agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will
11 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
12 publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to
13 any person, corporation, association, government agency. This paragraph does not restrict Class Counsel's
14 communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class
15 Members. Thereafter, Plaintiff and Class Counsel will further agree to keep this Settlement confidential,
16 including, without limitation, no disclosures to the media, or on any websites, blogs, social media, and/or
17 online platforms. Exceptions to the obligation of confidentiality in this section are: (a) disclosures necessary
18 to comply with the law, judicial process, or for financial planning or tax preparation purposes, including in
19 response to a court order or subpoena, or inquiry or subpoena by a state or federal government agency; (b)
20 disclosures to the Parties' attorneys, accountant, or spouses, all of whom will be instructed to keep this
21 Settlement Agreement confidential; (c) counsel in a related matter with the instruction to keep this
22 Settlement Agreement confidential; (d) to obtain and seek approval of this Settlement in Court and as is
23 necessary to provide settlement information to Class Members and Aggrieved Employees; (e) if any party
24 to this Settlement Agreement seeks to enforce any term or condition of this Settlement against any other
25 party to this Settlement; and (f) in court filings to establish adequacy of counsel in other actions, or for
26 purposes of seeking approval of comparable settlements.

27 92. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute

1 a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

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

16 96. All Terms Subject to Final Court Approval. All amounts and procedures described in this
17 Settlement Agreement herein will be subject to final Court approval.

18 97. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
19 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
20 Agreement.

21 98. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
24 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
25 might apply under federal or state law.

26 *[Continued on next page]*

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28 **[READ CAREFULLY BEFORE SIGNING]**

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: July 2, 2026

By: Jose Alarcon (Jul 2, 2026 19:41:04 PDT)
Plaintiff JOSE ALARCON aka PORFIRIO CRUZ

Approved as to Form:

DATED: July 2, 2026

MM LAW, APC

By: Maralle Messrelia
Maralle Messrelia, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

VILLA PARK LANDSCAPE

DATED: _____, 2026 By: _____

Name: _____
Title: _____

Approved as to Form:

DATED: _____, 2026

FISHER & PHILLIPS LLP

By: _____
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant

1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

2
3
4 DATED: _____, 2026

By: _____
Plaintiff JOSE ALARCON aka PORFIRIO
CRUZ

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6
7 *Approved as to Form:*

8 DATED: _____, 2026

MM LAW, APC

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10 By: _____
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

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13 **DEFENDANT AND COUNSEL FOR DEFENDANT**

14 VILLA PARK LANDSCAPE

15
16 DATED: July 2 _____, 2026

By: Javier Reyes
Javier Reyes (Jul 2, 2026 11:54:13 PDT)

Name: _____ Javier Reyes
Title: _____ CEO

17
18
19 *Approved as to Form:*

20
21 DATED: July 2 _____, 2026

FISHER & PHILLIPS LLP

22
23 By: 
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

To: All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the Class Period of January 10, 2020 to September 10, 2025 ("Class Members").

All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the PAGA Period of September 14, 2022 to September 10, 2025 ("Aggrieved Employees").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Amount and, if you are also an Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by completing the Request for Exclusion Form (found on page 9 of this Notice) and emailing or mailing it to the Settlement Administrator. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department CX102 of the of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Payment and Aggrieved Employee Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on page 3 of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by _____.
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Summary of the Litigation

Plaintiff Jose Alarcon aka Porfirio Cruz, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Villa Park Landscape violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 12, 2024, the parties participated in a mediation with Steve Pearl, Esq., an experienced and well-respected mediator. A settlement was not reached at the initial mediation session. However, settlement discussions continued through the mediator in the following months, and on October 28, 2025, the parties executed a Memorandum of Understanding based on mutually agreeing to a mediator’s proposal.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,200,000.00. The Defendant will pay the \$1.2 million settlement in three equal installments of \$400,000 each. Class Members can expect to receive their settlement payments approximately 6 months after the final approval hearing.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$400,000.00 (33.33 % or one third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$13,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class, and for a release of all claims arising out of his employment with Defendant;
- C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

- D. A \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$75,000.00 payment (75%) to the California Labor and Workforce Development Agency (“LWDA PAGA Payment”) in connection with the PAGA, and a \$25,000.00 payment (25%) (“Aggrieved Employee Payment”) to all Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from January 10, 2020 to September 10, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Amount will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. **Accordingly, your estimated payment from the Net Settlement Amount is approximately \$[REDACTED].**

Payments from the Aggrieved Employee Payment. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from September 14, 2022 to September 10, 2025 (“PAGA Period”) and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee’s estimated “Individual Settlement Payment” from the Aggrieved Employee Payment, the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” The Aggrieved Employee Payment portion of each Aggrieved Employee’s “Individual Settlement Payment” will be calculated by multiplying each individual Aggrieved Employee’s total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the Aggrieved Employee Payment even if he/she/they submit a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. **Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately \$[REDACTED].**

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$[REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, complete the Workweek Dispute and Change of Address Form (found on page 7 of this Notice) and send it to the Settlement Administrator. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [REDACTED]

Email: [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a Aggrieved Employee, the Released PAGA Claims:

Released Class Claims: All claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages in violation of Labor Code sections 510, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay all wages due at separation of employment in violation of Labor Code sections 201-203; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2800-2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

Released PAGA Claims: All known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims that were alleged, or reasonably could have been alleged based on any facts, claims, or theories set forth in the PAGA Notice against Defendant dated September 14, 2023, which occurred during the PAGA Period.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by completing and submitting the Request for Exclusion Form (found on page 9 of this Notice) to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the Request for Exclusion Form by email or First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o

Email:

The Request for Exclusion Form must be postmarked or emailed not later than , 2026. If you submit a Request for Exclusion Form which is not postmarked or emailed by , 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims, and will receive a payment from the Aggrieved Employee Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may complete the Objection Form (found on page 10 of this Notice) or appear at the Final Approval Hearing. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be emailed or mailed to the administrator at [administrator's email address and mailing address].

All written objections must be received by the Settlement Administrator by not later than , 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for at a.m./p.m. in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Court Approved Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to <https://www.occourts.org/online-services/case-access>, and entering the Case Number for the Action: 30-2024-01371907-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, Phoenix Settlement Administrators , toll free at 1-***-***-****.

In addition, contact information for Class Counsel is as follows:

Counsel for the Class and Plaintiff

Maralle Messrelian
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, California 91203
Telephone: (818) 810-7747
Email: maralle@mmlawapc.com

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

WORKWEEK DISPUTE AND CHANGE OF ADDRESS FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Villa Park Landscape's records ("Defendant"):

You were employed by Defendant and worked a total of [] workweeks during the time period between January 10, 2020 and September 10, 2025.

You were employed by Defendant and worked a total of [] pay periods during the time period September 14, 2022 and September 10, 2025.

Based on the above, your Individual Settlement Payment is estimated to be \$ [] and Individual PAGA Payment is estimated to be \$ [].

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Villa Park Landscape's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Court Approved Notice of Class Action and PAGA Settlement" that accompanies this Form. While the Settlement Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide any unresolved disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE EMAILED OR
MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN
[REDACTED], 2026 <<RESPONSE DEADLINE>>**

REQUEST FOR EXCLUSION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape***, Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE EMAILED OR MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2026 <<RESPONSE DEADLINE>> AT:

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Administrator Name

c/o _____

Email: _____

OBJECTION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO
THE CLASS ACTION SETTLEMENT**

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape***, you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this Form.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND E-MAIL OR MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS NO LATER THAN _____, 2026. <<RESPONSE DEADLINE>>

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Administrator

Name c/o _____

Email: _____