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Attorneys for Plaintiffs, the Putative Class, and the
Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

JESUS MANUEL CAZAREZ GONZALEZ,
an individual, on behalf of himself, the State of
California, as a private attorney general, and on
behalf of all others similarly situated,

Plaintiff,

v.

PROCIDA LANDSCAPE, INC.,
a California Corporation; and DOES 1 TO 50,

Defendants.

Case No. 23CV008331

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

Complaint Filed: September 1, 2023
FAC Filed: February 1, 2024
SAC Filed: [REDACTED], 2024
Trial Date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of Settlement”) is made and entered into by and between Plaintiffs Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal, as an individual and on behalf of all similarly situated and aggrieved employees (“Plaintiffs”), and Procida Landscape, Inc. (“Defendant”).

This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs seeks to represent, and on: (i) Defendant; (ii) each of Defendant’s respective, present and future parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members,

1 directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
2 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
3 transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual
4 or entity which could be jointly liable with any of the foregoing (collectively “Released
5 Parties”). The Settlement contemplated by this Stipulation of Settlement may hereinafter be
6 referred to as the “Settlement.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

9 2. On September 1, 2023, Plaintiffs filed a class action complaint, individually and
10 on behalf of other similarly situated, in the Sacramento Superior Court alleging claims of failure
11 to pay minimum wages pursuant to Labor Code sections 1194, 1197 and 1197.1, failure to pay
12 overtime wages pursuant to Labor Code sections 510 and 1198, failure to maintain accurate
13 employment records pursuant to Labor Code sections 1174 and 1174.5, failure to timely pay
14 wages pursuant to Labor Code sections 201, 202 and 204, failure to furnish accurate itemized
15 wage statements pursuant to Labor Code section 226, violation of Labor Code sections 1771 and
16 218, and violation of Business and Professions Code section 17200, *et seq.*, against Defendant
17 under Case No. 23CV008331.

18 3. On September 1, 2023, Plaintiffs sent a letter to the Labor and Workplace
19 Development Agency (“LWDA”) alleging violations of the Private Attorneys General Act
20 (“PAGA”) for the “Released PAGA Claims,” as defined below.

21 4. On February 1, 2024, Plaintiff filed a First Amended Class and Representative
22 Action Complaint, adding alleged violations of PAGA, Labor Code section 2698, *et seq.*, against
23 Defendant.

24 5. After Plaintiffs’ service of the Action, the Parties explored settlement by
25 exchanging pre-settlement documents and data, including a randomly selected sample of time
26 clock and payroll records. After the pre-mediation production and assessment, the Parties
27 engaged in arms-length settlement negotiations and participated in private mediation before a
28 well-respected mediator. The Parties reached an arms-length Settlement of the Action at the

1 mediation, and executed a confidential Memorandum of Understanding at mediation, which has
2 been memorialized into this Stipulation of Settlement.

3 6. On [REDACTED], 2024, and pursuant to the Settlement, Plaintiffs filed a
4 Second Amended Class and Representative Action Complaint (“Second Amended Complaint”)
5 to include all Released Class Claims (defined below) and Released PAGA Claims (defined
6 below) (“Action”). The “Class Period” is from September 1, 2019 through August 9, 2024. The
7 “PAGA Period” is from September 1, 2022 through August 9, 2024. This Action has been
8 actively litigated. There have been on-going investigations, there has been an exchange of
9 documentation and data, and the Parties have participated in extensive settlement negotiations
10 and private mediation. Plaintiffs have not filed a motion for class certification in this Action, nor
11 has a date been set by the Court for the filing of such a motion.

12 7. For purposes of this Settlement, the “Settlement Class” or “Class Members”
13 shall consist of all persons employed by Defendant in California as a non-exempt employee from
14 September 1, 2019 through August 9, 2024. The Settlement Class, however, shall not include
15 any person who previously settled or released any of the claims covered by this Settlement, any
16 person who previously was paid or received awards through civil or administrative actions for
17 the claims covered by this Settlement, or any person who submits a timely and valid Request for
18 Exclusion as provided in this Settlement. All Class Members who worked any hours for
19 Defendant in California from September 1, 2022 through August 9, 2024 are aggrieved
20 employees with respect to PAGA (“PAGA Members”), and will be paid their PAGA Share and
21 release the “Released PAGA Claims” regardless of whether they submit a timely and valid
22 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude
23 themselves from, or to opt out of, the Released PAGA Claims.

24 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
25 requisites for establishing class certification with respect to the Settlement Class have been met
26 and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

27 a. The Settlement Class is ascertainable and so numerous as to make it
28 impracticable to join all Class Members.

b. There are common questions of law and fact, including but not limited to the following:

i. Whether Defendant complied with applicable laws affecting Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiffs and the Settlement Class are entitled to alleged unpaid wages, penalties, interest, and attorneys' fees and costs.

c. Plaintiffs believe that Plaintiffs' claims are typical of the claims of the members of the Settlement Class.

d. Plaintiffs believe that Plaintiffs will fairly and adequately protect the interests of the Settlement Class, and that Melmed Law Group P.C. should be "Class Counsel" and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiffs believe that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and further denies that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendant contends, among other things, that it has complied with all applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

10. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from the allegations and causes of action stated in the Complaint. To achieve a full and complete release of Defendant, Plaintiffs and each Class Member acknowledge that this Stipulation of Settlement is intended to include in its effect all

1 claims of any nature reasonably arising out of the allegations made in the Complaint.

2 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
3 a full and complete settlement and release of all claims arising from the allegations in the
4 Complaint against: (i) Defendant; (ii) each of Defendant's respective, present and future parents,
5 subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited
6 liability company or partnership; (iii) the past, present and future board members, directors,
7 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
8 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
9 predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
10 which could be jointly liable with any of the foregoing.

11 12. Counsel for the Settlement Class have conducted a thorough investigation into the
12 facts of this Action and have diligently pursued an investigation of Class Members' claims
13 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
14 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
15 forth in this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest
16 of the Settlement Class in light of all known facts and circumstances, including the risk of
17 significant delay, the risk the Settlement Class will not be certified by the Court, defenses
18 asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's
19 Counsel also agree that the Settlement is fair and in the best interest of the Parties.

20 13. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement and for entry of judgment in accordance with this Settlement.

22 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
23 Shares (defined below) according to a specified formula to each Settlement Class Member who
24 does not request to be excluded from this Settlement. The total payment under the Settlement is
25 \$825,000.00, which includes all payments to Class Members, PAGA Members, Class Counsel's
26 attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award to the
27 class representatives, penalties of any nature, including PAGA penalties and settlement
28 administration expenses. It is understood and agreed that Defendant shall have no obligation to

1 pay any person, entity or organization more than the amount of its maximum total liability under
2 the Settlement, except that Defendant will separate pay as an additional obligation the
3 employer's share of the payroll taxes for the wage portion of the Settlement Awards.

4 TERMS OF SETTLEMENT

5 15. NOW THEREFORE, in consideration of the mutual covenants, promises and
6 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7 a. It is agreed by and among Plaintiffs and Defendant that this Action and
8 any claims, damages or causes of action arising out of the Complaint, which are the subject of
9 this Action, be settled and compromised as between the Settlement Class and Defendant, subject
10 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the
11 Court.

12 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
13 shall become effective when all of the following events have occurred: (i) this Stipulation of
14 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
15 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
16 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
17 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order
18 and judgment certifying the Settlement Class and finally approving this Stipulation of
19 Settlement, and without objection from the LWDA; and (v) in the event there are objections to
20 the Settlement which are not later withdrawn, the later of the following events: when the period
21 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
22 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or
23 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
24 with no right to pursue further remedies or relief; or any appeal, writ or other appellate
25 proceeding has upheld the Court's final order with no right to pursue further remedies or relief.
26 In this regard, it is the intention of the Parties that the Settlement shall not become effective until
27 the Court's order approving the Settlement is completely final, and there is no further recourse
28 by an appellant or objector who seeks to contest the Settlement. It is further agreed by the

1 Parties that this Settlement will not become effective if Defendant, contrary to Paragraph 14
2 above, is required by the Court to pay more than the total amount of its Maximum Settlement
3 Amount (defined below) under the Settlement as set forth in Paragraph 14 under any
4 circumstances. It is further agreed by and between the Parties that this Settlement shall not
5 become effective, and Defendant shall not have any obligation (monetary or otherwise) under the
6 terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of
7 appeal with respect to any objections or the judgment, have been finally exhausted and resolved
8 upholding the terms of this Settlement.

9 c. Maximum Settlement Amount, and Net Settlement Amount: To
10 implement the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to
11 pay a maximum of \$825,000.00, which includes: all payments to Class Members and PAGA
12 Members; Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the
13 enhancement award to the class representative; \$25,000.00 allocated to penalties under the
14 PAGA with seventy-five percent (75%) of that amount, or in other words \$18,750.00, paid to the
15 LWDA, and twenty-five percent (25%) of that amount, or in other words \$6,250.00, paid to the
16 Settlement Class as described below; and settlement administration expenses ("Maximum
17 Settlement Amount"). The Parties agree the Maximum Settlement Amount will be fully paid
18 out, with no residue returning to Defendant. At no time shall Defendant have the obligation to
19 segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain
20 exclusive authority over, and the responsibility for, those funds. All payments to Class Members
21 and PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and
22 costs, the enhancement award and settlement administration expenses will be paid out of the
23 Maximum Settlement Amount. Under no condition will Defendant's aggregate liability exceed
24 the Maximum Settlement Amount, except that Defendant will pay the employer's share of the
25 payroll taxes for the wage portion of the Settlement Awards in addition to the Maximum
26 Settlement Amount. The "Net Settlement Amount," the amount available for potential
27 distribution to Class Members, shall be calculated by deducting from the Maximum Settlement
28 Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the enhancement award

1 to the class representatives; (iii) the PAGA penalty payment to the LWDA as described further
2 below; and (iv) settlement administration expenses. Settlement Awards to the Class Members,
3 and PAGA Shares to the PAGA Members, will be calculated by the Settlement Administrator
4 and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement
5 Amount will be paid out pro rata to Class Members who do not opt out, and to PAGA Members.

6 i. Settlement Awards to Class Members: Defendant, based on
7 Defendant's time clock records, will calculate the number of weeks worked by all Class
8 Members during the Class Period. The Settlement Administrator will calculate the amount to be
9 paid to Class Members on a per workweek basis as Settlement Awards by dividing the Net
10 Settlement Amount by the aggregate number of weeks worked by all Class Members. Partial
11 workweeks will not be counted; however, if a Class Member worked only one day as a Class
12 Member, such Class Member will be credited with having worked one workweek for purposes of
13 the Settlement. Defendant's workweek data will be presumed to be correct unless a particular
14 Class Member proves otherwise to the Settlement Administrator by credible written evidence.
15 Defendant will provide time clock data to the Settlement Administrator for resolution of any
16 workweek dispute by a particular Class Member. All workweek disputes will be resolved and
17 decided by the Settlement Administrator, and the Settlement Administrator's decision on all
18 workweek disputes will be final and non-appealable. No claim form shall be required for
19 Settlement Class Members to receive their Settlement Awards.

20 ii. Private Attorneys General Act Allocation: Subject to Court
21 approval, the Parties have agreed to allocate \$25,000.00 of the Maximum Settlement Amount to
22 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
23 other words \$18,750.00, will be paid out of the Maximum Settlement Amount to the LWDA of
24 the State of California, and the remaining twenty-five percent (25%), or in other words
25 \$6,250.00, will remain included in the Net Settlement Amount. Defendant will calculate the
26 number of weeks worked by PAGA Members during the PAGA Period based on time clock data.
27 Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a
28 PAGA Member, such PAGA Member will be credited with having worked one workweek for

1 purposes of the Settlement. Defendant's workweek data will be presumed to be correct unless a
2 particular PAGA Member proves otherwise to the Settlement Administrator by credible written
3 evidence. Defendant will provide time clock data to the Settlement Administrator for resolution
4 of any workweek disputes by a particular PAGA Member. All workweek disputes will be
5 resolved and decided by the Settlement Administrator, and the Settlement Administrator's
6 decision on all workweek disputes will be final and non-appealable. The amount to be paid per
7 workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the
8 Net PAGA Settlement Amount by the aggregate number of pay periods worked by PAGA
9 Members. No claim form shall be required for PAGA Members to receive their PAGA Awards.

10 iii. Allocation of Settlement Awards: The Parties have agreed, based
11 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
12 Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3)
13 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3)
14 will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and
15 one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will
16 issue. Individual PAGA Awards ("PAGA Share(s)") for the PAGA Members will be paid from
17 the Net PAGA Settlement Amount, after the required payment to the LWDA, as alleged
18 penalties for which IRS Form 1099 will issue.

19 iv. Settlement and PAGA Awards Do Not Trigger Additional
20 Benefits: All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members,
21 shall be deemed to be income to such Class Members and PAGA Members solely in the year in
22 which such awards actually are received by the Class Members and PAGA Members. It is
23 expressly understood and agreed that the receipt of such Settlement Awards and PAGA Awards
24 will not entitle any Class Member or PAGA Member to additional compensation or benefits
25 under any company bonus, contest or other compensation or benefit plan or agreement in place
26 during the period covered by the Settlement, nor will it entitle any Class Member or PAGA
27 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
28 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for

1 in this Agreement are the sole payments to be made by Defendant to the Class Members and the
2 PAGA Members in connection with this Settlement, and that the Class Members and PAGA
3 Members are not entitled to any new or additional compensation or benefits as a result of having
4 received the Settlement Awards and PAGA Awards (notwithstanding any contrary language or
5 agreement in any benefit or compensation plan document that might have been in effect during
6 the period covered by this Settlement).

7 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
8 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class
9 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

10 vi. Class Representatives: The Parties agree to the designation of
11 Plaintiffs Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal as "Class
12 Representatives." Subject to Court approval, and subject to Plaintiffs' execution of a general
13 release of all claims under California Code of Civil Procedure section 1542, Defendant agrees to
14 a payment to Plaintiffs, from the Maximum Settlement Amount, an award at no additional cost to
15 the Released Parties, ("Enhancement Award"). The Enhancement Award paid to the Class
16 Representatives cannot exceed \$7,500.00 per Class Representative, is subject to Court approval,
17 and is in addition to any claimed individual Settlement Award to which the Class
18 Representatives are entitled under this Stipulation of Settlement. The Enhancement Award is to
19 be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement
20 Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to Plaintiffs for
21 Plaintiffs' service as Class Representatives, and Plaintiffs will be responsible for correctly
22 characterizing this compensation for tax purposes and for paying any taxes on the amount
23 received. Should the Court approve an Enhancement Award to the Class Representatives in an
24 amount less than that set forth above, the difference between the lesser amount approved by the
25 Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

26 vii. Settlement Administrator: The Settlement Administrator will be
27 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
28 quote for settlement administration expenses which Plaintiffs' Counsel agrees to request and to

1 circulate to Defendant's Counsel. All settlement administration expenses shall be paid out of the
2 Maximum Settlement Amount.

3 viii. Mailing of Settlement and PAGA Awards: The Settlement
4 Administrator will cause the Settlement Awards to be mailed to the Class Members who have
5 not opted out of the Settlement and have not previously released their claims as to Defendant,
6 and the PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days
7 after the Settlement becomes effective as defined in Paragraph 15.b.

8 ix. Potential Escalator Clause or Alternative Class Period End Date:
9 For Settlement purposes and based on Class Member data presently available at the time of
10 Settlement, Defendant represent that the Class Members consist of 674 employees who have
11 worked 51,030 workweeks from September 1, 2019 to August 7, 2024. The Parties further agree
12 that if the final number of workweeks from September 1, 2019 to August 7, 2024, which formed
13 the basis of the Settlement, increase by more than ten percent (10%) above 51,030 workweeks
14 (e.g., to greater than 56,133 workweeks), Defendant at its sole discretions shall either: (1)
15 increase the Gross Settlement amount by the proportional amount for the percentage of
16 workweeks above ten percent (10%) (*i.e.*, by the percentage of workweeks above 56,133
17 workweeks); or (2) end the Class Period at the point in time where workweeks equal 56,133
18 workweeks.

19 d. Enhancement Award to Plaintiffs for Service as Class Representatives:
20 The Settlement Administrator will pay the Enhancement Award approved by the Court to
21 Plaintiffs within thirty-five (35) calendar days after the Settlement becomes effective as defined
22 in Paragraph 15.b.

23 e. Right to Rescission: If more than five percent (5%) of the Settlement
24 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set
25 forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court
26 Approval of Settlement ("Class Notice"), Defendant shall have the right (but need not) in its sole
27 discretion to rescind and void the Settlement, before final approval by the Court, by providing
28 written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out

1 deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
2 administration incurred up to that date, but not to include Class Counsel's fees and costs.

3 SETTLEMENT ADMINISTRATION

4 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
5 perform the customary duties of Settlement Administrator, subject to Court approval. The
6 Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA
7 Members. The Settlement Administrator shall be granted reasonable access to Defendant's
8 records to perform its duties, such as resolving workweek disputes, if necessary. At the request
9 of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue
10 and send out Settlement Award checks to Class Members and PAGA Awards to PAGA
11 Members. Tax treatment of the Settlement Awards and PAGA Shares will be as set forth herein
12 and in accordance with state and federal tax laws. All disputes relating to the Settlement
13 Administrator's performance of its duties shall be referred to the Court, if necessary, which will
14 have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until
15 all payments and obligations contemplated by this Stipulation of Settlement have been fully
16 carried out. The Settlement Administrator shall create and maintain a webpage, which will
17 include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final
18 Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date.
19 The website shall also include links to any other documents or information the Settlement
20 Administrator deems necessary to perform its duties.

21 ATTORNEYS' FEES AND LITIGATION COSTS

22 17. In consideration for settling this Action, in exchange for the release of claims by
23 the Settlement Class, and subject to final approval or modification by the Court, Defendant
24 agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to
25 exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in
26 other words up to \$275,000.00, and attorneys' costs not to exceed \$25,000.00 from the
27 Maximum Settlement Amount. Defendant will not object to Class Counsel's application for
28 attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover

1 all work performed and all fees and costs incurred to date, and all work to be performed and all
2 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of
3 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
4 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees
5 and litigation costs, the difference between the lesser amounts and the Maximum Settlement
6 Amount shall be added to the Net Settlement Amount.

7 18. The attorneys' fees and litigation costs approved by the Court shall be paid to
8 Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as
9 defined in Paragraph 15.b.

10 NOTICE TO THE PLAINTIFF CLASS

11 19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as
12 approved by the Court, shall be sent by the Settlement Administrator to the Class Members by
13 first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this
14 Settlement.

15 a. Within thirty (30) calendar days after preliminary approval of this
16 Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class
17 Members' and PAGA Members' names, last-known addresses, last-known telephone numbers,
18 Social Security Numbers and the number of work weeks during the Class Period and the PAGA
19 Period. The Parties agree the contact information and Social Security Numbers will be used only
20 by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not
21 be provided to Class Counsel at any time or in any form. The Settlement Administrator shall
22 take reasonable steps to protect the confidential and private information. To the extent Class
23 Counsel possesses or comes to possess the contact information and/or Social Security Numbers
24 from the Settlement Administrator, Class Counsel shall return all such information (including
25 copies and data or information derived therefrom) within seven (7) calendar days from the date
26 the Court finally approves the Settlement, shall destroy all copies in any form of such
27 information, and shall not retain, maintain or use such information for any purpose. The
28 information provided for above shall be based on Defendant's payroll and other business records

c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

20. The Class Members will have forty-five (45) calendar days from the date of

1 mailing in which to submit requests for exclusion (“opt out”). PAGA Members are not entitled
2 to opt out as a PAGA Member.

3 21. Defendant, on behalf of the Released Parties, will pay to the Settlement
4 Administrator the Maximum Settlement Amount by July 30, 2025. Checks for Settlement
5 Awards and PAGA Shares shall remain valid and negotiable for one hundred twenty (120)
6 calendar days from the date of their issuance; the Parties agree the Settlement Administrator will
7 send one (1) reminder notice to all Class Members and PAGA Members who have not cashed the
8 Settlement Award or PAGA Share check thirty (30) calendar days prior to the deadline; upon the
9 deadline to cash the Settlement Award and PAGA Share checks, the checks will automatically be
10 cancelled by the Settlement Administrator if not cashed by the Class Member or the PAGA
11 Member within that time, at which point the Class Members’ and PAGA Members’ claims will
12 be deemed void and of no further force or effect, and the Class Members’ and PAGA Members’
13 claims will remain released by the Settlement. The checks provided to Class Members and
14 PAGA Members shall prominently state the expiration date or a statement that the checks will
15 expire in one hundred twenty (120) days, or alternatively, such a statement may be made in a
16 letter accompanying the check. Expired Settlement Award and PAGA Share checks will not be
17 reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue
18 from uncashed Settlement Award or PAGA Share checks after the expiration date will be paid
19 within fourteen (14) calendar days after the one hundred twenty (120)-day check cashing period
20 expires pursuant to California Code of Civil Procedure section 384(b)(3) to Koinonia Family
21 Services, a non-profit 501(c)(3) organization with child advocacy programs in the State of
22 California, as the *cy pres* recipient, subject to Court approval. Any residue received by Koinonia
23 Family Services shall be ordered by the Court to be used solely for child advocacy programs
24 within the State of California pursuant to California Code of Civil Procedure section 384(b).
25 Upon completion of its calculation of payments, the Settlement Administrator shall provide
26 Defendant with a report listing the amount of all payments to be made to each Class Member and
27 PAGA Member. The Settlement Administrator will be responsible for making appropriate
28 deductions, calculating and reporting the employer payroll taxes on the Settlement Awards and

1 PAGA Shares, paying to Class Counsel any Court-approved attorneys' fees and litigation costs,
2 paying to the Class Representatives any Court-approved Enhancement Award, paying the
3 LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, paying
4 the settlement administration expenses, meeting tax reporting obligations, and for issuing the
5 individual Settlement Awards to Class Members and PAGA Shares to PAGA Members. Proof
6 of compliance with the Court's final approval order will be provided to counsel for the Parties by
7 the Settlement Administrator within twenty-one (21) days after all payment obligations, the
8 check cashing deadline for Class Members, and payment to the *cy pres* beneficiary have passed.

9 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

10 22. Opting Out of the Class Action Settlement. For those Class Members who do not
11 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
12 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
13 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written
14 request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed
15 Class Action Settlement and Hearing Date for Final Court Approval of Settlement," they/he/she
16 have/has decided not to participate in the Settlement, and words to the effect that he/she desires
17 to be excluded from the Settlement. The Request for Exclusion must also state the individual's
18 full name, address, date of birth, and dates they/he/she worked as a Class Member for Defendant
19 in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S.
20 Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be
21 postmarked and mailed to the Settlement Administrator no later than forty-five (45) calendar
22 days after the Settlement Administrator mails the Class Notice to the Class Members. Any
23 individual who submits a Request for Exclusion will not be allowed to object to the terms of the
24 Settlement.

25 23. Objecting to the Class Action Settlement. Any individual who does not exclude
26 himself/herself from the Settlement can object to the terms of the Settlement in writing before
27 the deadline to object to the Settlement. To object, the individual must file a written objection
28 and a notice of intention to appear at the Final Approval hearing with the Clerk of the

1 Sacramento County Superior Court of the State of California and send copies to the Settlement
2 Administrator, Class Counsel and counsel for Defendant. Any written objection must state each
3 specific reason in support of the objection and any legal support for each objection. The
4 individual must state his/her full name, address, date of birth, and dates he/she worked as a Class
5 Member in California for Defendant. To be valid and effective, any written objections to
6 approval of the Settlement must be filed with the Clerk of the Court and delivered to the
7 Settlement Administrator, Class Counsel, and counsel for Defendant no later than forty-five (45)
8 calendar days after the Settlement Administrator mails the Class and PAGA Notice. However,
9 a Class Member may appear at the Final Approval hearing, either in person or through his/her
10 own counsel, and object to the Settlement Agreement and any of its terms without submitting a
11 prior objection in the manner and by the deadline specified above. If the Court rejects the
12 objection, the individual will be bound by the terms of the Settlement.

13 RELEASE BY THE CLASS

14 24. Released Class Claims. Effective upon the date of final approval by the Court of
15 this Stipulation of Settlement, and except as to such rights or claims as may be created by this
16 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
17 submitted a valid Request for Exclusion fully release and discharge the Released Parties from all
18 claims under state, federal, and local law that were or could have been asserted based on the facts
19 and allegations made in the Action, and any amendments thereto, as to the Class Members,
20 including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218,
21 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197,
22 1197.1, 1198, 1198.5, 1199, 2802, 2698, *et seq.*, California Industrial Commission Wage Orders,
23 California Code of Regulations, Title 8, section 11040, *et seq.*, California Business and
24 Professions Code sections 17200, *et seq.*, California Civil Code sections 3287 and 3289,
25 California Code of Civil Procedure section 1021.5, and including all claims for or related to
26 alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular
27 rate of pay, bonus and incentive pay, timely payment of wages during employment, timely
28 payment of wages at separation, wage statements, employment records and recordkeeping, off-

1 the-clock work, prevailing wages, meal periods and meal period premiums, rest breaks and rest
2 break premiums, travel time and expenses, business expenses, failure to pay additional 401(k)
3 benefits and/or deferred compensation benefits and/or matching benefits for payments received
4 under the Settlement, unfair competition, unfair business practices, unlawful business practices,
5 class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any
6 nature (including but not limited to civil penalties, waiting-time penalties and PAGA penalties),
7 interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively
8 “Released Class Claims”) from September 1, 2019 through August 9, 2024 (“Class Release
9 Period”). Expressly excluded from the release are claims for retaliation, discrimination,
10 unemployment insurance, disability, workers’ compensation and claims outside the Released
11 Class Claims. The release of claims shall not include any claims that cannot be released as a
12 matter of law.

13 25. Released PAGA Claims. Effective upon the date of final approval by the Court of
14 this Stipulation of Settlement, the claims to be released by the PAGA Members include all
15 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as
16 proxy for the State of California and/or the LWDA, to the maximum extent permitted by law,
17 and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted
18 or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA
19 letter, including but not limited to all claims arising under the California Labor Code including,
20 but not limited to, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7,
21 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
22 2698, *et seq.* as alleged in the Complaint, and the wage orders of the California Industrial
23 Welfare Commission based the facts alleged in the Action (collectively “Released PAGA
24 Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of
25 Plaintiffs and all PAGA Members from September 1, 2022 through August 9, 2024 (“PAGA
26 Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiffs
27 and/or a PAGA Member negotiate (cash) their/his/her settlement checks sent pursuant to this
28 Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude

1 themselves/himself/herself from the Settlement.

2 26. In addition to the Released Class Claims identified in Paragraph 24 and the
3 Released PAGA Claims in Paragraph 25, Plaintiffs agree to generally release the Released
4 Parties from any and all claims, whether known or unknown, under all federal, state and local
5 statutes, and federal and state common law (including but not limited to those for contract, tort
6 and equity), except for workers' compensation claims. Plaintiffs acknowledge the language of
7 Section 1542 of the California Civil Code, which provides:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor
10 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.

11 Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree
12 that claims or facts in addition to or different from those which are now known or believed by
13 her to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all of
14 the claims, except for workers' compensation claims, Plaintiffs now have against the Released
15 Parties, whether known or unknown, suspected or unsuspected.

16 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

17 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
18 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to
19 notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to
20 request that all current Court deadlines be continued pending Court approval of the Settlement.
21 Class Counsel agree to cease all affirmative communication (oral and written) with the putative
22 class members, other than through Court-approved notices; this provision does not prevent Class
23 Counsel from communicating with any Class Members or PAGA Member who may contact
24 Class Counsel. Plaintiffs shall promptly submit this Stipulation of Settlement to the Sacramento
25 County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and
26 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiffs agree to
27 provide Defendant the opportunity to review, and to approve before filing, Plaintiffs' Motion for
28 Preliminary Approval. At the same time Plaintiffs submit this Stipulation of Settlement to the

Sacramento County Superior Court, Plaintiffs agree to submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable between the Parties and also provides for the following:

a. Scheduling a Final Fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and the Class Representatives' Enhancement Award should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiffs as Class Representatives and Melmed Law Group P.C., as Class Counsel;

c. Approving as to form and content the proposed Class and PAGA Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class and PAGA Notice;

e. Directing the mailing of the Class and PAGA Notice by first-class mail to the Class Members and PAGA Members;

f. Preliminarily approving the Settlement subject only to the objections of Class Members and PAGA Members, and final review by the Court; and

g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any other cases, claims, suits, or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Class Claims, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with the Settlement Administrator has elapsed.

(h) The Preliminary Approval Order shall be substantially in the form identified as **Exhibit 2** to this Settlement.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

28. Class Counsel agreed to return all confidential documents, lists and data in all forms and formats (originals and copies) within seven (7) calendar days from final Court

approval of the Settlement. Plaintiffs agree to provide Defendant the opportunity to review, and to approve before filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and substantially in the form identified as **Exhibit 3** to this Settlement, and provides for the following:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Enhancement Award to the Class Representatives; and

d. Entering judgment in accordance with California Rules of Court, rule 3.769(h), and permanently barring and enjoining all Class Members and PAGA Members from prosecuting against: (i) Defendant; (ii) each of Defendant's respective, present and future parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary

by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

31. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

34. The Parties agree that the Sacramento County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

NOTICES

35. Unless otherwise specifically provided herein, all notices, demands or other

communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class

Jonathan Melmed
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067

To Defendant

Cary G. Palmer
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

NO PUBLIC COMMENT

36. The Class Representatives and Class Counsel will not make any public disclosure of the Settlement, except through Court filings to preliminary and finally approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will ensure that the Class Representatives adhere to, the restriction against any public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class Representatives and Class Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps reasonably necessary to ensure that the Class Representatives are aware of, and will ensure that he will adhere to, the restriction against any media comment on the Settlement and its terms.

CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of arms-length negotiations and private mediation between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

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CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

40. This Stipulation of Settlement and the Confidential Memorandum of Understanding contain the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

42. It is agreed that because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Plaintiffs and Class Representatives

Dated: July 30, 2024

/s/ Jesus Manuel Cazarez Gonzalez

Jesus Manuel Cazarez Gonzalez

Dated: 7/29/2024

DocuSigned by:

Agustin Garcia

Agustin Garcia Madrigal

Defendant

PROCIDA LANDSCAPE, INC.

Dated: 10/16/2024

By: [Signature]

Authorized Officer or Agent

APPROVED AS TO FORM:

Melmed Law Group, P.C.

Dated: July 31, 2024

By: [Signature]

Jonathan Melmed

Megan E. Ross

Hannah Becker

Attorney for Plaintiffs,
Class Members and PAGA Members

JACKSON LEWIS P.C.

Dated: October 16, 2024

By: [Signature]

Cary G. Palmer

Attorney for Defendant
Procida Landscape, Inc.

Exhibit 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JESUS MANUEL CAZAREZ GONZALEZ, an individual,
on behalf of himself, the State of California, as a private
attorney general, and on behalf of all others similarly
situated,

Plaintiff,

vs.

PROCIDA LANDSCAPE, INC.,
a California Corporation; and DOES 1 TO 50,

Defendants.

Case No.: 23CV008331

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL PERSONS EMPLOYED BY FOUNDATION PARTNERS GROUP, LLC AS NON-EXEMPT
EMPLOYEES IN CALIFORNIA FROM SEPTEMBER 1, 2019 TO AUGUST 9, 2024:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE
PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE**
[REDACTED].

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Sacramento County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Sacramento on behalf of all persons currently and formerly employed by Procida Landscape, Inc. ("Defendant") as non-exempt employees in California from September 1, 2019 to August 9, 2024 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California during any work week from September 1, 2022 through August 9, 2024 are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's respective, present and future parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On September 1, 2023, Plaintiff Jesus Manuel Cazarez Gonzalez filed a complaint against Defendant in the Sacramento County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages pursuant to Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages pursuant to Labor Code sections 510 and 1198, failure to maintain accurate employment records pursuant to Labor Code sections 1174 and 1174.5, failure to timely pay wages pursuant to Labor Code sections 201, 202 and 204, failure to furnish accurate itemized wage statements pursuant to Labor Code section 226, violation of Labor Code sections 1771 and 218, and violation of Business and Professions Code section 17200,

et seq. Plaintiffs Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal then filed his First Amended Class and Representative Action Complaint against Defendant in the Sacramento County Superior Court on behalf of himself and other aggrieved employees who worked for Defendant in California, adding alleged violations of PAGA, Labor Code section 2698, *et seq.* On [REDACTED], Plaintiffs filed their Second Amended Class and Representative Action Complaint (“Second Amended Complaint” or “Operative Complaint”) within Case No. 23CV008331, alleging all Released Claims (explained below) (“Action”).

The Parties engaged in arms-length settlement negotiation and private mediation. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation. The class period is from September 1, 2019 through August 9, 2024 (the “Class Period”). The PAGA period is from September 1, 2022 through August 9, 2024 (“PAGA Period”).

Plaintiffs’ Second Amended Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to maintain accurate employment records, failure to timely pay wages, failure to furnish accurate itemized wage statements, unpaid wages in violation of Labor Code sections 1771 and 218, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from September 1, 2019 to August 9, 2024. Plaintiffs’ Second Amended Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiffs and the Class Members and PAGA Members are entitled to any recovery.

The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant (“Joint Stipulation” or “Settlement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$825,000.00 for all claims, attorneys’ fees and costs, enhancement award, penalties of any nature, including PAGA penalties and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$275,000.00, attorneys’ costs not to exceed \$25,000.00, an Enhancement Award to the Class Representatives not to exceed \$7,500.00 per Class Representative, the fees and expenses of the settlement administrator estimated not to exceed \$[REDACTED], and \$18,750.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period.

This notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member’s time clock data, and their/his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member’s time clock data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards (“PAGA Share(s)”) for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the

Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal, and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, *et seq.*, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, California Business and Professions Code sections 17200, *et seq.*, California Civil Code sections 3287 and 3289, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, employment records and recordkeeping, off-the-clock work, prevailing wages, meal periods and meal period premiums, rest breaks and rest break premiums, travel time and expenses, business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Actions (collectively "Released Class Claims") from September 1, 2019 through August 9, 2024 ("Class Release Period"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Class Claims.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, *et seq.* as alleged in the Operative Complaint, and the wage orders of the California Industrial Welfare Commission based the facts alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from September 1, 2022 through August 9, 2024 ("PAGA Release Period"), and for the entire PAGA Release Period, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant's records, time clock data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Plaintiffs and Class Representatives Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal will receive an Enhancement Award up to \$7,500.00 per Class Representative. This payment will be made for their service as Class Representatives, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representatives also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$275,000.00, and attorneys' costs not to exceed \$25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to:

Telephone: [REDACTED]

The Request for Exclusion must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by [REDACTED], your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Share regardless of whether they/he/she opt(s) out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], [REDACTED] Department 23. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the 720 9th Street, Sacramento, California 95814, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Jonathan Melmed
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067

DEFENDANT'S COUNSEL

Cary G. Palmer
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, 720 9th Street, Sacramento, California 95814, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than forty-five (45) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to

represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Sacramento County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department 23, Superior Court of the State of California for the County of Sacramento, [REDACTED], or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at [www.\[REDACTED\]](http://www.[REDACTED]).

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23 of the Superior Court of the State of California in and for the County of Sacramento, [REDACTED], on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three and one-third percent (33 1/3%) of the Settlement for attorneys' fees, which equals \$275,000.00, and not more than \$25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant ("Joint Stipulation" or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, at 720 9th Street, Sacramento, California 95814. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Jonathan Melmed
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067

Telephone: (310) 824-3828
Facsimile: (310) 862-6851
E-mail: jm@melmedlaw.com
megan@melmedlaw.com
hb@melmedlaw.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

Exhibit 2

MELMED LAW GROUP P.C.

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

Megan E. Ross (SBN 227776)

megan@melmedlaw.com

Hannah Becker (SBN 345452)

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Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

Attorneys for Plaintiffs, the Putative Class, and the
Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

JESUS MANUEL CAZAREZ GONZALEZ,
an individual, on behalf of himself, the State of
California, as a private attorney general, and on
behalf of all others similarly situated,

Plaintiff,

v.

PROCIDA LANDSCAPE, INC.,
a California Corporation; and DOES 1 TO 50,

Defendants.

Case No. 23CV008331

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: September 1, 2023
FAC Filed: February 1, 2024
SAC Filed: [REDACTED], 2024
Trial Date: Not Set

Plaintiffs Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came before this Court on [REDACTED], in Department 23 before the Honorable Jill Talley, presiding. The Court having considered the papers submitted in support of the Motion and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant ("Stipulation of Settlement") filed with the Motion. All

1 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

2 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
3 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
4 to be presumptively valid, subject only to any objections that may be raised at the final fairness
5 hearing and final approval by this Court.

6 3. A final fairness hearing on the question of whether the proposed Settlement,
7 attorneys' fees and costs to Class Counsel, Class Representatives' Enhancement Award, penalties
8 of any nature and costs of settlement administration should be finally approved as fair, reasonable
9 and adequate as to the members of the Class is scheduled in Department 23 on the date and time
10 set forth in the Implementation Schedule in Paragraph 10 below.

11 4. This Court approves, as to form and content, the Notice of Proposed Class Action
12 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice")
13 (Exhibit 1). The Court approves the procedure for Class Members to opt out of and to object to the
14 Settlement as set forth in the Stipulation of Settlement and Class Notice.

15 5. The Court directs the mailing of the Class Notice by first-class mail to the Class
16 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
17 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
18 Implementation Schedule, meet the requirements of due process and provide the best notice
19 practicable under the circumstances and shall constitute due and sufficient notice to all persons
20 entitled thereto.

21 6. It is ordered that the Settlement Class is preliminarily certified for settlement
22 purposes only.

23 7. The Court confirms Plaintiffs Jesus Manuel Cazarez Gonzalez and Agustin Garcia
24 Madrigal as Class Representatives, and Melmed Law Group P.C. as Class Counsel.

25 8. The Court confirms the appointment of [REDACTED] as the Settlement
26 Administrator.

27 9. To facilitate administration of the Settlement pending final approval, the Court
28 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or

administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the class has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	45 calendar days after Order Granting Preliminary Approval
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: Time: Department:
i.	Deadline for Defendant to fund the Maximum Settlement Amount	July 30, 2025

j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	35 calendar days after Effective Date
k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for class members to cash Settlement checks
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary

IT IS HEREBY ORDERED.

Dated: _____

Honorable Jill Talley

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Exhibit 3

1 **MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

2 jm@melmedlaw.com

Megan E. Ross (SBN 227776)

3 megan@melmedlaw.com

Hannah Becker (SBN 345452)

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5 Los Angeles, California 90067

Phone: (310) 824-3828

6 Fax: (310) 862-6851

7 Attorneys for Plaintiffs, the Putative Class, and the
8 Aggrieved Employees

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SACRAMENTO

11
12 JESUS MANUEL CAZAREZ GONZALEZ,
13 an individual, on behalf of himself, the State of
14 California, as a private attorney general, and on
behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 PROCIDA LANDSCAPE, INC.,
a California Corporation; and DOES 1 TO 50,

18 Defendants.
19

Case No. 23CV008331

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: September 1, 2023
FAC Filed: February 1, 2024
SAC Filed: [REDACTED], 2024
Trial Date: Not Set

20 The above-referenced Class Action and PAGA Representative Action (“Action”) having
21 come before the Court on [REDACTED], in Department 23 before the Honorable Jill Talley,
22 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement
23 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
24 (“Preliminary Approval Order”), filed and entered [REDACTED], and as set forth in the Joint
25 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant
26 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all
27 Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court
28

1 having considered all papers filed and proceedings had herein and otherwise being fully informed,
2 and good cause appearing therefor,

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

4 1. All terms used herein shall have the same meaning as defined in the Stipulation of
5 Settlement.

6 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
7 “Settlement Class” and “Class Members” shall mean all persons employed by Defendant in
8 California as a non-exempt employee from September 1, 2019 through August 9, 2024. The
9 Settlement Class, however, shall not include any person who previously settled or released the
10 claims covered by this Settlement, or any person who previously was paid or received awards
11 through civil or administrative actions for the claims covered by this Settlement, or any person who
12 submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class
13 Period” shall be September 1, 2019 through August 9, 2024. All Class Members who worked any
14 hours for Defendant in California during any pay period from September 1, 2022 through August
15 9, 2024 are aggrieved employees with respect to the California Private Attorneys General Act
16 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Share and release the
17 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
18 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,
19 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
20 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
21 (i) Defendant; (ii) each of Defendant’s respective, present and future parents, subsidiaries,
22 partners, affiliates, brands, including, without limitation, any corporation, limited liability company
23 or partnership; (iii) the past, present and future board members, directors, officers, agents,
24 employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants,
25 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and
26 assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with
27 any of the foregoing.
28

1 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
2 to this Action, including all Class Members and PAGA Members.

3 4. Distribution of the Class and PAGA Notice directed to the Class Members and
4 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
5 has been completed in conformity with the Preliminary Approval Order, including notice to all
6 Class Members and PAGA Members who could be identified through reasonable effort, and is the
7 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
8 adequate notice of the proceedings and of the matters set forth therein, including the proposed
9 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
10 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
11 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
12 by and included within the Settlement and this Final Order.

13 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
14 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
15 that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards
16 and applicable requirements for final approval of this class action Settlement under California
17 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
18 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
19 *Court* (1971) 4 Cal.3d 800, 821.

20 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
21 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
22 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
23 reached as a result of arms-length negotiations and private mediation. The Court further finds that
24 the Parties have conducted investigation and research, and counsel for the Parties are able to
25 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
26 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
27 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
28 as part of the Settlement and recognizes the significant value to the Class Members and PAGA

Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. As of the date of entry of this Final Order, each and every Released Claim (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representatives and each and every Class Member who have not submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and the Released Parties from any and all claims under state, federal and local law ultimately alleged in this Action and that reasonably could have been alleged in this Action based on the factual allegations contained in the operative Complaint in this Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, *et seq.*, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, California Business and Professions Code sections 17200, *et seq.*, California Civil Code sections 3287 and 3289, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, employment records and recordkeeping, off-the-clock work, prevailing wages, meal periods and meal period premiums, rest breaks and rest break premiums, travel time and expenses, business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”) from September 1, 2019 through August 9, 2024 (“Class Release

Period”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers’ compensation and claims outside the Released Class Claims. The release of claims shall not include any claims that cannot be released as a matter of law. In addition, as of the date of this Final Order, the Class Representatives and the Settlement Class, and each member of the Class who has not submitted a valid Request for Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any period from September 1, 2019 through August 9, 2024.

8. As of the date of entry of this Final Order, the claims to be released by the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, *et seq.* as alleged in the First Amended Class and Representative Action Complaint, and the wage orders of the California Industrial Welfare Commission based the facts alleged in the Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from September 1, 2022 through August 9, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Group and/or release their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies) as a PAGA Member.

9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other

1 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
2 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
3 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
4 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
5 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
6 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
7 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
8 action or proceeding in any court, administrative agency or other tribunal for any purpose
9 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
10 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
11 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
12 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
13 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
14 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
15 Released Class Claims and the Released PAGA Claims.

16 10. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
18 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
19 interpretation, implementation and enforcement of the Settlement and all orders entered in
20 connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 11. The Court finds the settlement payments provided for under the Settlement to be fair
22 and reasonable in light of all of the circumstances. The Court orders the calculations and the
23 payments to be made and administered in accordance with the terms of the Settlement.

24 12. The Court hereby confirms Melmed Law Group P.C. as Class Counsel for the
25 Settlement Class and for all PAGA Members.

26 13. The Court further finds that the common fund doctrine is applicable to this Action
27 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
28 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the

1 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
2 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
3 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the
4 Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys'
5 fees request is within the range that has been approved by other courts in similar cases and
6 reasonable in light of the circumstances of this Action, the substantial and beneficial results
7 obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
8 Action, which included potential loss at summary judgment, certification and/or trial proceedings.
9 Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by
10 Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$275,000.00
11 and attorneys' costs in the amount of \$25,000.00, from the Maximum Settlement Amount as final
12 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
13 owed to Class Counsel and any other person or entity related to this Action. The Court further
14 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
15 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
16 bank account of "Melmed Law Group P.C." as Class Counsel in this Action.

17 14. The Court also hereby approves and orders payment of an Enhancement Award to
18 Plaintiffs and Class Representatives Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal
19 in the amount of \$7,500.00 per Class Representative from the Maximum Settlement Amount.

20 15. The Court also hereby approves and orders payment in the amount of \$18,750.00
21 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
22 Workforce Development Agency.

23 16. The Court also hereby approves and orders payment from the Maximum Settlement
24 Amount for actual claims administration expenses incurred by the Settlement Administrator,
25 , in the amount of \$.

26 17. The Court also hereby approves and orders that any residue from uncashed
27 settlement award checks after the expiration date will be paid out to Koinonia Family Services, as
28 the *cy pres* recipient pursuant to California Code of Civil Procedure section 384(b); any residue

received by Koinonia Family Services shall be used solely for child advocacy programs within the State of California pursuant to Code of Civil Procedure section 384(b).

18. The Court also hereby finds and orders that the Stipulation of Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant and the Released Parties.

19. Provided the Settlement becomes effective under the terms of the Stipulation of Settlement, the Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the Implementation Schedule within the Preliminary Approval Order.

20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

Dated: _____

Honorable Jill Talley

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