

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Ste 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
Adolfo Lozoya Ramirez, and all others similarly situated

LIGHTGABLER LLP
Brian R. Weilbacher (SBN 211472)
Jessica Braverman (State Bar #148365)
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Telephone: (805) 248-7208
Facsimile: (805) 248-7209
Email: bweilbacher@lightgablerlaw.com
jbraverman@lightgablerlaw.com

Attorneys for Defendant
Bemus Landscape, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ADOLFO LOZOYA RAMIREZ, as an
“aggrieved employee” on behalf of himself and
other similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

BEMUS LANDSCAPE, INC., a California
corporation; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV08944 (PAGA Representative
Action)

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Judge: The Honorable Doreen B. Boxer
Dept.: 19

Complaint filed: April 9, 2024
Trial date: Not Set

1 This Stipulation and Agreement for PAGA Action Settlement (the “Agreement”) is made
2 and entered into by and between Plaintiff Adolfo Lozoya Ramirez (“Plaintiff”) and Defendant
3 Bemus Landscape, Inc. (“Defendant,” “Bemus,” or the “Company”). The Parties agree that the
4 above-entitled individual and representative action shall be settled on the terms and conditions set
5 forth in this Agreement, subject to the approval of the Court pursuant to Section 2699(l) of the
6 California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
7 (“PAGA”).

8 DEFINITIONS

9 The following terms have the following definitions as used herein:

10 1. “**Action**” means and refers to the above-captioned action, *Adolfo Lozoya Ramirez v.*
11 *Bemus Landscape, Inc., et al.*, Case No. 24STCV08944, which is currently pending in Los Angeles
12 County Superior Court.

13 2. “**Aggrieved Employees**” means all non-exempt employees who were employed or
14 were alleged to have been employed by Defendant, in the State of California, at any time from
15 February 1, 2023 through September 16, 2025.

16 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
17 Stipulation and Agreement for PAGA Action Settlement.

18 4. “**Court**” means the Superior Court of the State of California in and for the County
19 of Los Angeles.

20 5. “**Defendant**” means the defendant in the Action, Bemus Landscape, Inc.

21 6. “**Effective Date**” means the date when all of the following have occurred:

- 22 a) This Agreement has been signed by the parties hereto, PAGA Counsel, and Defendant’s
23 Counsel;
24 b) The Court has unconditionally and finally approved the Settlement;
25 c) The Court has entered and filed the Final Order and Judgment in accordance with the
26 terms herein; and
27 d) The Judgment is final. Under this Settlement, if no objection or challenge to the
28

1 Settlement is made or pending in the Superior Court, the Judgment is final as of the day
2 the Court signs and enters Judgment. If there is an objection, request for review, writ, or
3 other challenge to the Settlement, the Effective Date shall occur sixty-five (65) calendar
4 days after the date the Court enters the Final Order and Judgment to the Settlement if no
5 appeal, request for review, writ, or other challenge is pending regarding the Settlement.
6 If an appeal, request for review, writ, or other challenge is filed or pending regarding the
7 Settlement, the Effective Date will not occur and no amounts will be payable until all
8 appeals, requests for review, writs, or other pending challenges have lapsed or have been
9 favorably resolved in favor of the Settlement and no other appeal, review request, writ
10 or other appellate court review is possible.

11 7. **“Final Order and Judgment”** means the order granting approval of the Settlement
12 and entering Judgment by the Court, in the form as attached to this Agreement as **Exhibit A**.

13 8. **“Gross Settlement Amount”** or **“GSA”** means a maximum total of **\$115,000.00**,
14 which includes all amounts owed and to be paid by Defendant under this Agreement, including,
15 without limitation: the Net Settlement Amount; Representative Plaintiff’s Service Award;
16 Settlement Administrator costs; and PAGA Counsel’s attorneys’ fees and costs as awarded by the
17 Court.

18 9. **“Individual PAGA Payment”** means an individual employee’s pro rata share of the
19 PAGA Aggrieved Employee Payment.

20 10. **“LWDA Payment”** means the payment to the California Labor Workforce and
21 Development Agency in an amount equal to 75% of the Net Settlement Amount.

22 11. **“Net Settlement Amount”** mean the Gross Settlement Amount minus all of the
23 following: PAGA Counsel’s attorneys’ fees and costs, Representative Plaintiff’s Service Award,
24 and Settlement Administrator costs. It is comprised of and shall be used to fund the LWDA Payment
25 and the PAGA Aggrieved Employee Payment.

26 12. **“PAGA”** means the California Labor Code Private Attorneys General Act of 2004,
27 Cal. Lab. Code sections 2698 *et seq.*, as amended.
28

1 13. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
2 Settlement Amount, which shall be distributed among and paid to the Aggrieved Employees out of
3 the Gross Settlement Amount as part of this settlement of the PAGA Claim.

4 14. **“PAGA Claim”** means Representative Plaintiff’s individual claim and
5 representative claim on behalf of the Aggrieved Employees for civil penalties under PAGA, as
6 alleged in the Action and in Representative Plaintiff’s PAGA notice letter sent to the Labor and
7 Workforce Development Agency and dated February 1, 2024.

8 15. **“PAGA Counsel”** means the law firm of MM Law, APC, including its attorney
9 Maralle Messrelian.

10 16. **“PAGA Period”** means February 1, 2023 through September 16, 2025.

11 17. **“Parties”** means Plaintiff and Representative Plaintiff Adolfo Lozoya Ramirez and
12 Defendant Bemus Landscape, Inc.

13 18. **“Released PAGA Claims”** means any and all claims, demands, rights, liabilities,
14 debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA
15 Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that:
16 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including
17 any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are
18 comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the
19 complaint in the Action or any PAGA notice letter. This includes, without limitation, claims and
20 allegations made pursuant to the PAGA for claims against Defendant for: failure to pay all wages
21 earned; failure to provide meal periods (or pay premium pay); failure to provide rest breaks (or pay
22 premium pay); failure to indemnify or reimburse for necessary business expenses; failure to provide
23 complete and accurate itemized wage statements; failure to timely pay all wages owed during
24 employment and/or waiting time penalties to former employees; failure to pay all wages owed to
25 discharged and quitting employees; failure to keep or maintain required records; failure to provide
26 toilet facilities, potable water, and/or cleansing agent; failure to provide sick leave or written notice
27 of sick leave available; failure to provide any records, including personnel file and signed
28

documents; and for any violations of California Labor Code sections, including sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.6, et seq., 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 et seq., 2350, 2800, 2802, 2698 *et seq.*, the applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's PAGA notice letter dated February 1, 2024 and referenced in Plaintiff's complaint at paragraph 81.

19. **"Released Parties"** means Defendant Bemus Landscape, Inc., and Defendant's current and former subsidiaries, parents, predecessors, successors, assigns, and Defendant's current and former owners, investors, shareholders, members, partners, officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and representatives.

20. **"Representative Plaintiff"** or **"Plaintiff"** means Plaintiff Adolfo Lozoya Ramirez.

21. **"Service Award"** means the amount the Court authorizes to be paid to Plaintiff, up to \$1,000, as compensation for Plaintiff serving as a representative plaintiff in this Action.

22. **"Settlement Administrator"** shall mean ILYM Group, Inc. or such other neutral third-party administrator agreed to by the Parties, subject to approval by the Court.

RECITALS

23. Plaintiff alleges that, on or about February 1, 2024, Plaintiff and PAGA Counsel sent a PAGA notice and administrative exhaustion letter to the Labor and Workforce Development Agency ("LWDA"), with a copy to Defendant, and such letter and notification to the LWDA is alleged at paragraph 81 of Plaintiff's complaint in the Action.

24. On or about April 9, 2024, Plaintiff filed his PAGA Complaint in Los Angeles County Superior Court, in a case entitled *Adolfo Lozoya Ramirez v. Bemus Landscape, Inc., et al.*, Case No. 24STCV08944, and the case is now pending in Los Angeles County Superior Court.

25. The Action alleges a PAGA claim for civil penalties and seeks an award of reasonable attorneys' fees and costs.

26. The Parties have conducted a thorough investigation into the facts of the Action and various related matters and Defendant has provided extensive data and information, as well as

pertinent documents, relating to the underlying alleged violations. On July 2, 2025, the Parties attended a full-day mediation with mediator Kevin Barnes and participated in numerous follow-up discussions and negotiations by telephone with Mr. Barnes, and subsequent ongoing settlement negotiations occurred. In connection with this, the Parties reached the present Settlement. The Parties understand, acknowledge, and agree that this Settlement constitutes a compromise of the present PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim.

27. The Parties enter into this Settlement Agreement on a conditional basis with the understanding that Court approval of the Settlement is necessary. In the event the Court does not enter a Final Order and Judgment as set forth in this Settlement Agreement, this Settlement Agreement will be deemed null and void ab initio and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever, including as an admission of anything, or as a waiver of any objections, arguments, or positions in connection with the Action.

28. Defendant denies and has denied all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not become effective or final. Defendant disputes and denies any and all liability, violations, or other improper conduct in connection with the Action, and maintain that it has at all times complied with all relevant laws and obligations and has not engaged in any illegal or otherwise actionable conduct with respect to Plaintiff or any other allegedly aggrieved employees. Defendant has entered into this Settlement Agreement to resolve the dispute or disputes that have arisen with Plaintiff (including, without limit, the Action), and to avoid the burden and expense of litigation.

29. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action.

TERMS AND CONDITIONS

30. **Settlement Payments and Calculation of Claims.** Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and

promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of One Hundred and Fifteen Thousand Dollars and No Cents (\$115,000). The following table sets forth the allocation and distribution of the Gross Settlement Amount as provided for and proposed under the Settlement:

- **PAGA Counsel reasonable attorneys' fees not to exceed \$38,333.33 (1/3 of GSA).**
- **PAGA Counsel costs not to exceed \$9,500.00**
- **Representative Plaintiff's Service Award Payment not to exceed \$1,000.**
- **Settlement Administration Costs, not to exceed \$6,950.00**
- **\$59,216.67 for the Net Settlement Amount (*i.e.* the total of the LWDA Payment and PAGA Aggrieved Employee Payment, to be distributed to the LWDA and Aggrieved Employees)**
 - **\$44,412.50 for the LWDA Payment ($59,216.67 \times 75\% = 44,412.50$)**
 - **\$14,804.17 for the PAGA Aggrieved Employee Payment ($59,216.67 \times 25\% = 14,804.17$)**

31. **Apportionment of Gross Settlement Amount.** Subject to Court approval and the conditions specified in this Agreement, the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") shall be paid from the Gross Settlement Amount and shall not exceed \$6,950 (currently estimated to be **\$6,950**).

b. **PAGA Counsel's Attorneys' Fees And Costs / Representative Plaintiff's Service Award:** PAGA Counsel's attorneys' fees and costs and Representative Plaintiff's Service Award shall be paid from the Gross Settlement Amount.

- PAGA Counsel shall be paid from the Gross Settlement Amount an amount that is up to one third of the Gross Settlement Amount for reasonable attorneys' fees (*i.e.* **\$38,333.33**), plus actual, reasonable documented litigation costs not to exceed **\$9,500**.
- Representative Plaintiff shall be paid from the Gross Settlement Amount an amount up to \$1,000 as Representative Plaintiff's Service Award, which will

1 be paid from the Gross Settlement Amount. The Service Award shall be in
2 addition to such payment amount Representative Plaintiff may be entitled to
3 as an Aggrieved Employee under the Settlement.

- 4 ○ The Court's ruling concerning PAGA Counsel's application for attorney fees
5 and costs and Representative Plaintiff's Service Award (whether awarded as
6 requested or altered at the discretion of the Court) shall not affect the
7 enforceability of this Agreement, or the ability of the Court to otherwise
8 approve the Settlement. Any amount requested, but not awarded by the Court,
9 shall be included with the Net Settlement Amount and be distributed to the
10 LWDA and Aggrieved Employees as provided herein.

11 c. Net Settlement Amount: After deducting Court approved PAGA Counsel
12 attorneys' fees and costs, settlement administration costs, and Representative Plaintiff's Service
13 Award from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement
14 Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA
15 Aggrieved Employee Payment. The Net Settlement Amount of approximately \$59,216.67 shall be
16 allocated 75% to the LWDA Payment, which is estimated to total \$44,412.50 (\$59,216.67 x 75%).
17 The remaining 25% of the Net Settlement Amount, estimated to total \$14,804.17 (\$59,216.67 x
18 25%), shall be allocated to the PAGA Aggrieved Employee Payment and shall be paid to the
19 Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as each
20 Aggrieved Employee's "Individual PAGA Payment."

21 Example:¹

22 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay
23 periods. All Aggrieved Employees were actively employed a combined total of 1,000 pay periods
24 during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be
25 calculated as follows:

- 26 ➤ 25 pay periods for Aggrieved Employee A ÷ 1,000 total pay periods for all Aggrieved

28 ¹ Example provided for illustrative purposes only and does not reflect an actual payment.

1 Employees = 0.025%.

2 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that
3 is 0.025% of the PAGA Aggrieved Employee Payment.

4 d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
5 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
6 Form 1099. Any payment to PAGA Counsel for attorney fees and costs will be treated and reported
7 by the Settlement Administrator as IRS Form 1099 income to PAGA Counsel.

8 32. **Aggrieved Employee Size Estimates/Escalator Clause**. Based on its records,
9 Defendant estimated that, as of the date of the 7/2/2025 mediation, there were approximately 797
10 Aggrieved Employees who worked approximately 53,826 pay periods from February 1, 2023
11 through the July 2, 2025 mediation date and this estimate served as the basis for Plaintiff accepting
12 the settlement. If the number of actual pay periods for the Aggrieved Employees during such period
13 exceeds 53,826 by more than ten percent (10%) (*i.e.* are greater than 59,208), then the Gross
14 Settlement Amount will increase proportionately according to the number of additional pay periods
15 over the ten percent (10%) increase.

16 33. **Release By Aggrieved Employees, State of California, and PAGA Counsel**.

17 a. Terms Of Release: In exchange for the consideration recited in this
18 Settlement Agreement, Representative Plaintiff, on behalf of himself for purposes of his individual
19 PAGA claim and as the representative for the State of California and all Aggrieved Employees, as
20 well as each of their respective current, former, and future heirs, executors, administrators,
21 attorneys, agents, and assigns, fully, finally, and forever release, relinquish, settle, and discharge
22 all Released PAGA Claims against the Released Parties, including for all civil penalties under
23 PAGA. The Aggrieved Employees and the State of California are deemed by operation of the
24 Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the
25 Released Parties for any Released PAGA Claims.

26 b. No Opt-Outs. Aggrieved Employees and the State of California shall have
27 no right to opt out of this Settlement, either in whole or in part.
28

1 c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee
2 will have any claim against any of the Released Parties, Defendant's counsel, the Representative
3 Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing
4 and skip-tracing requirements of the Settlement Administrator under this Agreement.

5 d. Release by PAGA Counsel. PAGA Counsel releases on behalf PAGA
6 Counsel, and their present and former attorneys, employees, principals, agents, successors and
7 assigns, Defendant and each of the Released Parties from all claims for attorney fees and costs
8 incurred relating to the Action and the PAGA Period as provided under any complaint in the
9 Action and all PAGA notices in the Action.

10 e. No Other Actions or Claims. By executing this Agreement, Representative
11 Plaintiff represents, warrants, and confirms that Representative Plaintiff has no other filed or
12 unfiled individual or representative claim or charge of any type (whether class, collective, PAGA,
13 or otherwise) against Defendant or the Released Parties. Representative Plaintiff hereby
14 represents, warrants, and agrees he will not serve as a PAGA representative or class representative
15 in any further claim against Defendant based upon any action, event, or occurrence prior to the
16 date he signs this Settlement Agreement.

17 34. **Request For Final Order And Judgment.**

18 a. Upon execution of this Agreement, Representative Plaintiff shall promptly
19 file a motion or application with the Court requesting approval of this Settlement which shall
20 include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A.**

21 b. On the date Representative Plaintiff files the motion or application
22 discussed in this paragraph, Representative Plaintiff and PAGA Counsel will also provide notice
23 and advise the LWDA of the Settlement in accordance with PAGA, including, without limit,
24 submitting to the LWDA a notice of the Settlement and enclosing a copy of the Settlement
25 Agreement. Plaintiff's notice and advisement of the Settlement to the LWDA shall also otherwise
26 comply with the notice / settlement requirements of PAGA or orders by the Court.

27 35. **No Right to Opt Out / Waiver of Appeal.** Representative Plaintiff, Aggrieved
28

1 Employees, and the State of California shall have no right to opt out of this Settlement, either in
2 whole or in part. Any Aggrieved Employee who does not object to the Settlement waives any and
3 all rights to appeal from or challenge the Final Order and Judgment, including all rights to any
4 post-judgment proceeding and appellate proceeding such as a motion to vacate the judgment,
5 motion for new trial, and extraordinary writs. This waiver does not include a waiver of the right to
6 oppose any appeals, appellate proceedings or post judgment proceedings, if any.

7 36. **Settlement Funding and Payment Date.**

8 a. On or before 7 days after the Effective Date, the Settlement Administrator
9 shall send Defendant's counsel instructions for Defendant to fund and pay the Gross Settlement
10 Amount either by electronic wire or check payment, as Defendant may elect.

11 b. On or before 21 days after the Effective Date, Defendant shall pay the Gross
12 Settlement Amount in accordance with the Settlement Administrator payment instructions.

13 c. On or before 14 days after Defendant's payment of the Gross Settlement
14 Amount, the Settlement Administrator shall issue the payments provided by this Agreement.

15 37. **PAGA List.**

16 a. On or before 21 days after the Effective Date, Defendant will provide a
17 PAGA List to the Settlement Administrator which will based on Defendant's records identifying
18 the Aggrieved Employees by name, social security number, and last known home address, and
19 identify the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
20 ("PAGA List"). In observance of and to protect the privacy interests of Aggrieved Employees, the
21 Settlement Administrator shall preserve and maintain the confidentiality of the PAGA List provided
22 by Defendant and the PAGA List shall not be disclosed to any other person or party unless
23 authorized in writing by Defendant's counsel

24 38. **Individual PAGA Payments To Aggrieved Employees.**

25 a. On or before 14 days after Defendant's payment of the Gross Settlement
26 Amount, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United
27 States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as
28

1 **Exhibit B** to this Agreement; and (b) their Individual PAGA Payment check (collectively, the
2 “PAGA Packet”). The amount of such payment will be calculated as provided above and paid from
3 the PAGA Aggrieved Employee Payment.

4 b. Prior to mailing, the Settlement Administrator will update all addresses using
5 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
6 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
7 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
8 the Settlement Administrator will promptly conduct a “standard search,” sometimes called a “skip
9 trace,” to locate a better address. If a better address is found, the Settlement Administrator will
10 promptly re-send the PAGA Packet to such better address. If a better address is not found or the
11 PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
12 Administrator, Defendant, Defendant’s counsel, Plaintiff, or PAGA Counsel shall be required to
13 take further action.

14 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
15 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
16 check is not cashed within that period, the settlement payment check will be voided and a stop-
17 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Counsel shall
18 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
19 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
20 settlement payment check within the 180 day period.

21 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
22 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
23 transmitted to the California State Controller’s office Unclaimed Property Fund in the name of the
24 Aggrieved Employee.

25 39. **Payments Of Service Award, Attorneys’ Fees And Costs, And The LWDA**
26 **Settlement Payment.**

27 On or before 14 days after Defendant’s payment of the Gross Settlement
28

1 Amount:

2 a. The Settlement Administrator will pay from the Gross Settlement Amount
3 the Representative Plaintiff Service Award as awarded by the Court. The payment will be made by
4 sending to PAGA Counsel a check payable to “Adolfo Lozoya Ramirez” in the amount of the Court-
5 approved Service Award. This payment is conditional upon PAGA Counsel providing the
6 Settlement Administrator with a completed Form W-9 for the Representative Plaintiff.

7 b. The Settlement Administrator will pay from the Gross Settlement Amount to
8 PAGA Counsel the Court-approved Attorneys’ fees and costs award. Such payment is conditional
9 upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9.

10 c. The Settlement Administrator will pay the LWDA Payment from the Net
11 Settlement Amount by issuing a check in the amount approved by the Court for such LWDA
12 Payment, payable to the “California Labor Workforce and Development Agency.”

13 40. **Deadlines.**

14 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
15 such deadline will be automatically extended to the next regular business day. Unless specified
16 otherwise, all references to “days” shall mean calendar days.

17 41. **Enforcement And Continuing Jurisdiction Of The Court.**

18 Pursuant to the Parties’ agreement, this Settlement Agreement shall be approved by the
19 Court and is enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
20 Following entry of the Final Order and Judgment, this Court will have and retain continuing
21 jurisdiction over the Action and over the Parties and the Aggrieved Employees, to the fullest extent
22 necessary and in conformance with applicable law to enforce and effectuate the terms and intent of
23 this Settlement Agreement and the matters provided for in it.

24 42. **Mutual Full Cooperation.**

25 The Parties shall cooperate with each other in accordance with the terms of this Settlement
26 Agreement.

1 43. **Non-Admission of Liability.**

2 Defendant has entered into this Agreement to resolve the dispute that has arisen in
3 connection with the Action and to avoid the burden, expense and risk of continued litigation. In
4 entering into this Agreement, Defendant does not admit, and specifically denies, that Defendant has
5 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
6 to any statute or any other applicable laws, regulations or legal requirements; violated or breached
7 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
8 with respect to the Action. Defendant disputes and denies that Plaintiff's Action is suitable for
9 representative action treatment. Neither this Agreement, nor any of its terms or provisions, nor any
10 of the negotiations connected with it, shall be construed as an admission or concession by Defendant
11 with respect to any allegation of Plaintiff, with respect to any alleged violations or failures to comply
12 with any applicable law, or as an admission or concession in any other respect. Except as necessary
13 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
14 shall not be offered or received as evidence in any action or proceeding for any purpose, including,
15 without limitation, to establish any liability or admission on the part of Defendant, to establish or
16 support any contention, or to establish or support the existence of any condition constituting a
17 violation of, or a non-compliance with, federal, state, local or other applicable law.

18 44. **Effective Date of Defendant's Obligations Under This Agreement.**

19 Defendant's obligations under this Settlement Agreement will become effective only upon
20 the occurrence of the Effective Date. In the event that any of the conditions specified in this
21 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval
22 of the Court for any reason, all matters covered by this Agreement will be null and void. In such
23 event, this Agreement will be void and of no effect, and neither this Agreement nor any negotiations
24 leading to this Settlement will be used or construed by or against any Party as a determination,
25 admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive,
26 and instead expressly reserve, their respective rights regarding the prosecution and defense of the
27 Action in all respects, including all available defenses and affirmative defenses, and to challenge
28

1 any claim, as if this Settlement Agreement never existed. Further, in the event this Settlement
2 Agreement does not become effective for any reason, the Parties shall be restored to their respective
3 positions as of the date this Settlement Agreement was first signed by a party hereto.

4 45. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
5 **Employees.**

6 Upon executing this Agreement, Representative Plaintiff shall be bound by all of the terms
7 herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject to this
8 Agreement, including, without limit, the release of claims provided for herein.

9 46. **Stay of Litigation Activity.**

10 Besides the Parties' efforts to effectuate the Settlement as provided herein, litigation
11 activity shall otherwise cease during the period the Parties seek to effectuate this Settlement.

12 47. **Nullification.**

13 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
14 Court's Final Order and Judgment is reversed or modified, or declared or rendered void, then (a) the
15 Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective
16 positions as of the date this Settlement Agreement was first signed by a party hereto.

17 48. **Invalidation.**

18 Invalidation of any material term of this Settlement Agreement will invalidate this
19 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
20 provisions will remain in full force and effect.

21 49. **No Publicity.**

22 Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but
23 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
24 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
25 publicized or promoted to the media. Plaintiff or his counsel shall not issue any press release
26 concerning the Action or this Settlement, respond to any press inquiry, or have any communication
27 with the press about this case and/or the fact, amount, or terms of this Settlement, nor shall Plaintiff's
28

1 counsel publish any internet or website posting or content identifying, mentioning, or discussing
2 Defendant or its management personnel. Notwithstanding the foregoing, Plaintiff and his counsel
3 (1) may tell the public in general only that certain claims “have been resolved by the Parties,” and
4 (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in
5 this case; (b) where required by law (e.g., income tax returns, etc.); and (c) to accountants or other
6 tax professionals for the purpose of preparing tax returns.

7 50. **Representative Plaintiff Representation and Warranty Re: No Other Action or**
8 **Assignment of Claims.**

9 Representative Plaintiff hereby warrants and represents that he has not filed any complaint,
10 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against Defendant or the
11 Released Parties with any court, governmental or administrative agency or any other entity asserting
12 any claim or claims released herein. Representative Plaintiff represents and warrants that there has
13 been no assignment or other transfer, whether in whole or in part, of any interest in any claim that
14 Representative Plaintiff may have against Defendant or the Released Parties. Representative
15 Plaintiff agrees to indemnify and hold Defendant and the Released Parties harmless from any
16 liabilities, claims, demands, damages, costs, expenses, and attorneys’ fees incurred by Defendant or
17 the Released Parties as a result of any such assignment or transfer as described herein.

18 51. **Non-Disparagement.**

19 To the fullest extent permitted by law, Representative Plaintiff agrees not to disparage or
20 publish or disseminate information (nor encourage or solicit the disparagement or the dissemination
21 of such information), whether oral or written, that is derogatory in any manner or which may be
22 harmful to Defendant’s reputation, whether such information was acquired before, during, or after
23 Representative Plaintiff’s employment.

24 52. **Entire Agreement.**

25 This Settlement Agreement constitutes the entire agreement between the Parties, and no oral
26 representations, warranties, or inducements have been made to any party concerning this Settlement
27 Agreement other than the representations, warranties, and covenants contained and memorialized in
28

1 this Settlement Agreement. For clarity and avoidance of doubt, any prior agreement to arbitrate
2 involving Plaintiff and/or Defendant is not superseded and remains in full force and effect.

3 53. **Authorization To Act.**

4 The Parties hereto warrant and represent that they are authorized to negotiate and agree to
5 this Settlement as provided herein and to take all appropriate action required or permitted to be taken
6 by such parties pursuant to this Settlement and to otherwise effectuate its terms.

7 54. **Modification Only In Writing.**

8 This Settlement Agreement may be amended or modified only by a written instrument signed
9 by all Parties or their successors in interest.

10 55. **Binding On Successors.**

11 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
12 Agreement, as well as their assigns and successors in interest.

13 56. **No Prior Assignments.**

14 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
15 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
16 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
17 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

18 57. **Governing Law.**

19 All terms of this Settlement Agreement will be governed by and interpreted according to the
20 laws of the State of California, without giving effect to conflict of laws principles.

21 58. **Counterparts.**

22 This Settlement Agreement may be executed in one or more counterparts, including by the
23 use of electronic signatures or signatures transmitted by facsimile machine. All executed
24 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
25 Parties will exchange among themselves any signed counterparts.

26 59. **Exhibits.**

27 This Settlement Agreement includes the attached exhibits.
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5

6

7
8
9

O

- 1
- 2
- 3
- 4
- 5

6

7
8
9
0

1

2
3
4
5
6

7

1 **IT IS SO AGREED:**

2 Dated: 09/02/2025

PLAINTIFF ADOLFO LOZOYA RAMIREZ

3
4 Adolfo Lozoya Ramirez
Adolfo Lozoya Ramirez (Sep 2, 2025 14:45:35 PDT)

5
6 Dated:

DEFENDANT BEMUS LANDSCAPE, INC.

7
8
9 By:
10 Its:

11 Dated: 09/02/2025

APPROVED AS TO FORM ONLY:

12
13 By: Maralle Messrelan
14 MM Law, APC
Maralle Messrelan

15 Attorneys for Plaintiff Adolfo Lozoya Ramirez and
16 the Aggrieved Employees

17 Dated:

By: _____
LightGabler LLP
Brian R. Weilbacher

19 Attorney for Defendant Bemus Landscape, Inc.

20
21
22
23
24
25
26
27
28

1 IT IS SO AGREED:

2

3 Dated:

PLAINTIFF ADOLFO LOZOYA RAMIREZ

4

5

6

7 Dated: 9/19/25

DEFENDANT BEMUS LANDSCAPE, INC.

8

9

10

11

12 Dated:

APPROVED AS TO FORM ONLY:

13

14

By:

MM Law, APC
Maralle Messrelian

15

Attorneys for Plaintiff Adolfo Lozoya Ramirez and
the Aggrieved Employees

16

17

Dated: 9/22/25

By:

LightGabler LLP
Brian R. Weilbacher

18

19

Attorney for Defendant Bemus Landscape, Inc.

20

21

22

23

24

25

26

27

28

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ADOLFO LOZOYA RAMIREZ, as an
“aggrieved employee” on behalf of himself and
other similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

BEMUS LANDSCAPE, INC., a California
corporation; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV08944 (PAGA
Representative Action)

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Judge: The Honorable Doreen B. Boxer
Dept.: 19

Complaint filed: April 9, 2024

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

Plaintiff Adolfo Lozoya Ramirez (“Plaintiff” or “Representative Plaintiff”), individually on behalf of himself, and on behalf of the State of California and the aggrieved employees, has moved for an order requesting the Court grant approval of the “Stipulation and Agreement For PAGA Representative Action Settlement” (the “Settlement” or “Settlement Agreement”) seeking to resolve the above-captioned Private Attorneys General Act (“PAGA”) action in its entirety.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff and his counsel in connection therewith, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized terms have the same meaning as defined in the Settlement Agreement, which is attached as **Exhibit 1** to this Order.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with applicable law and PAGA, including California Labor Code § 2699(1)(2), (1)(4). In particular, in connection with Representative Plaintiff filing his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

3. The Court has jurisdiction over the subject matter of this litigation, over Representative Plaintiff and all Aggrieved Employees, and over those persons undertaking or subject to affirmative obligations under the Settlement.

4. The Settlement is approved under the PAGA statutes, including Labor Code §2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the settlement. In particular, the Court finds that the Settlement was reached following meaningful investigation and discovery conducted by PAGA Counsel; that the Settlement is the result of serious,

1 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable.

3 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this
4 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
5 practicable under the circumstances.

6 6. The Court finds and declares that, in accordance with the Settlement Agreement,
7 Representative Plaintiff, on behalf of himself individually and as the representative for the State of
8 California and all Aggrieved Employees, releases, relinquishes, settles, and discharges all Released
9 PAGA Claims against the Released Parties, including for all civil penalties under PAGA.

10 7. The Court finds and declares that each Aggrieved Employee, in accordance with the
11 Settlement Agreement, releases all Released PAGA Claims against the Released Parties. Aggrieved
12 Employees and the State of California have no right to opt out of this Settlement, either in whole or
13 in part.

14 8. The Court finds and declares that, in accordance with the Settlement Agreement,
15 PAGA Counsel releases on behalf PAGA Counsel, and their present and former attorneys,
16 employees, principals, agents, successors and assigns, Defendant and each of the Released Parties
17 from all claims for attorney fees and costs incurred relating to the Action and the PAGA Period as
18 provided under any complaint in the Action and all PAGA notices in the Action.

19 9. The Gross Settlement Amount and the structure and methodology used for
20 calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the
21 PAGA Aggrieved Employee Payment, and the Individual PAGA Payments set forth in the
22 Settlement Agreement, are fair, reasonable, and adequate and are approved.

23 10. The Court approves the Service Award to Representative Plaintiff in the amount of
24 \$1,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance
25 with the terms of the Settlement Agreement.

26 11. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
27 Court awards the Settlement Administrator in this Action fees and costs in accordance with the terms
28 of the Settlement Agreement in the amount of \$6,950.

1 12. The Court approves MM Law, APC, including its attorney Maralle Messrelian as
2 PAGA Counsel.

3 13. The Court awards PAGA Counsel attorneys' fees in the amount of \$38,333.33 and
4 costs in the amount of \$ _____ which the Court finds to be fair and reasonable. The Court
5 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
6 the Settlement Agreement.

7 14. The Court authorizes the Settlement Administrator to calculate the Net Settlement
8 Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employee Payment (which is
9 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
10 Agreement.

11 15. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount
12 as its share of the settlement proceeds and in settlement of the Action is fair, adequate, and
13 reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment, in
14 accordance with the terms of the Settlement Agreement.

15 16. The Court finds that payment to the Aggrieved Employees of 25% of the Net
16 Settlement Amount as the Aggrieved Employees' share of the settlement proceeds and in
17 settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement
18 Administrator to fund the PAGA Aggrieved Employee Payment and distribute the Individual
19 PAGA Payments in accordance with the terms of the Settlement Agreement.

20 17. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
21 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
22 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
23 Unclaimed Property Fund in the name(s) of the individuals who did not cash their checks, in
24 accordance with the terms of the Settlement Agreement.

25 18. A final accounting and status conference regarding the status of settlement
26 administration and completion shall take place on _____, 2026, at 8:30 a.m. in this
27 Department. A final report from the Settlement Administrator Re: Status of Settlement
28 Administration shall be filed at least ten (10) days prior to the hearing. The report from the

1 Settlement Administrator shall be in the form of a Declaration from the Settlement Administrator,
2 by a declarant with personal knowledge of the facts, and describes: (i) the date the checks were
3 mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the average amount of
4 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
5 checks, (vi) the average amount of the uncashed checks, and (vii) the holder/location and date of the
6 disposition of those unclaimed funds.

7 19. Except as otherwise expressly provided for herein, the parties will each bear
8 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
9 arising out of or related to this Action and will not seek reimbursement thereof from any other
10 party.

11 20. In accordance with the Settlement Agreement, nothing in this Order or the
12 Settlement shall be construed as an admission or concession by any party. The Settlement and this
13 resulting Order and entry of judgment simply represent a compromise of disputed allegations,
14 contentions, and claims. The Court acknowledges that, as stated in the Settlement Agreement, in
15 entering into this Agreement, Defendant has not admitted, and has specifically denied, that
16 Defendant has violated any federal, state, or local law; violated any regulations or guidelines
17 promulgated pursuant to any statute or any other applicable laws, regulations or legal
18 requirements; and that, as indicated, this Settlement was entered into by Defendant to avoid the
19 burden and expense of continued litigation.

20 JUDGMENT

21 21. In accordance with, and for the reasons stated above, judgment is hereby rendered
22 and entered under and in accordance with the terms of the Settlement Agreement, whereby the
23 Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall
24 obtain that which is expressly set forth in the executed Settlement Agreement and in conformance
25 with the Court's approval order. This judgment, upon the effectiveness of the releases of claims
26 provided for in the Settlement, shall constitute a full and complete bar against Representative
27 Plaintiff, PAGA Counsel, the Aggrieved Employees, and the State of California as to all of the
28 claims released by the Settlement and shall be res judicata and collateral estoppel with respect to

1 such released claims.

2 22. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the
3 California Rules of Court and in accordance with Settlement Agreement, this Court reserves
4 exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved
5 Employees, and Defendant in the action, for the purpose of supervising the implementation,
6 enforcement, construction, and interpretation of the Settlement Agreement, and the Court's
7 approval order and judgment in the Action.

8 23. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
9 10 days of the date of this Order and Judgment.

10 **IT IS SO ORDERED:**

11 DATED: _____, 2025

The Honorable Doreen B. Boxer
Judge of The Superior Court

EXHIBIT B

Exhibit B
PAGA Settlement Notice

[Date], 2025

ILYM Group

[ILYM Group Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Adolfo Lozoya Ramirez v. Bemus Landscape, Inc., et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendant Bemus Landscape, Inc. (“Defendant” or “Bemus”) indicate that you worked for Defendant for some time from February 1, 2023 through September 16, 2025. This notice relates to the settlement of a lawsuit entitled *Adolfo Lozoya Ramirez v. Bemus Landscape, Inc., et al.*, Case No. 24STCV08944 (the “Action”).

In the Action, Plaintiff Adolfo Lozoya Ramirez (“Plaintiff”) made allegations and sought civil penalties against Defendant Bemus pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiff made a variety of allegations in connection with his PAGA claim, including, for example: alleging failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to reimburse for business expenses; failure to timely pay earned wages during employment; failure to provide complete and accurate itemized wage statements; failure to timely pay all earned wages at time of separation; failure to maintain accurate employment records; and failure to provide toilet facilities, potable water, and cleansing agent.

Defendant Bemus Has Disputed and Denied All of Plaintiff’s Claims and Allegations: From the beginning of the case and to the present, Defendant has disputed and denied all of Plaintiff’s allegations, has asserted that Plaintiff’s claims are without basis and invalid, and have asserted that Defendant has complied with the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendant chose to resolve this matter solely to minimize the expense and disruption to its business caused by Plaintiff’s Action.

The Court has not issued any ruling regarding whether Plaintiff’s Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendant made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendant agreed to and the Court has approved a settlement under which Defendant paid, in total, the settlement amount of \$115,000. In accordance

with the Court's approval, the settlement amount is being distributed to pay for PAGA Counsel's attorneys fees and costs, Representative Plaintiff's service award, settlement administration costs, and payments to the State of California and Defendant's employees. After deducting fees and costs, the Net Settlement Amount of \$ [[Net Settlement Amount to be input post Court approval – estimated to be \$59,216.67]] is being distributed to the State of California and current and former employees of Defendant Bemus.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The Net Settlement Amount is divided, as provided by law, between the State of California and Defendant's allegedly aggrieved employees, with the State receiving 75 percent of the penalties and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, on behalf of the State of California, the "Aggrieved Employees," and himself fully, finally, and forever released, relinquished, settled, and discharged all "Released PAGA Claims" against the "Released Parties."

"Aggrieved Employees" means: "means all non-exempt employees who were employed or were alleged to have been employed by Defendant, in the State of California, at any time from February 1, 2023 through September 16, 2025."

"Released PAGA Claims" means: "any and all claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that: 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Action or any PAGA notice letter. This includes, without limitation, claims and allegations made pursuant to the PAGA for claims against Defendant for: failure to pay all wages earned; failure to provide meal periods (or pay premium pay); failure to provide rest breaks (or pay premium pay); failure to indemnify or reimburse for necessary business expenses; failure to provide complete and accurate itemized wage statements; failure to timely pay all wages owed during employment and/or waiting time penalties to former employees; failure to pay all wages owed to discharged and quitting employees; failure to keep or maintain required records; failure to provide toilet facilities, potable water, and/or cleansing agent; failure to provide sick leave or written notice of sick leave available; failure to provide any records, including personnel file and signed documents; and for any violations of California Labor Code sections, including sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.6, et seq., 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 et seq., 2350, 2800, 2802, 2698 *et seq.*, the applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's PAGA notice letter dated February 1, 2024 and referenced in Plaintiff's complaint at paragraph 81."

"Released Parties" means: "Defendant Bemus Landscape, Inc., and Defendant's current and former subsidiaries, parents, predecessors, successors, assigns, and Defendant's current and

former owners, investors, shareholders, members, partners, officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and representatives.”

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with Defendant Bemus. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller’s Unclaimed Property Fund in the name of the employee.

Regardless of what you do with the settlement check, based on applicable law and the Court’s approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.