

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

CLARA ALARCON, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

PACIFIC PARKS LANDSCAPING, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: S-CV-0052647

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: October 2, 2026
Time: 8:30 a.m.
Dept.: 1

- 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

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

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16
17
18
19
20
21
22
23
24
25
26
27
28

20
21
22
23
24
25
26
27
28

26
27
28

1 7. Through a contested but productive mediation, Plaintiff and Defendant Pacific Parks
2 Landscaping Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
3 Settlement Agreement resolving the wage and hour claims of the Settlement Class (“Settlement
4 Agreement” and/or “Settlement”), and a Class Notice which is attached hereto as **Exhibit “A”**. The
5 Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against
6 it in this matter in exchange for Defendant’s agreement to pay \$630,000 on a non-reversionary, non-
7 claim-made basis (each Settlement Class Member will receive his/her share of the Net Settlement
8 Amount without having to submit a claim form or take action, except for those who opt out).

9 8. Plaintiff seeks certification, for settlement purposes only, of a Settlement Class
10 consisting of all individuals who are or were employed by Defendant as non-exempt hourly
11 employees in California during the Class Period, defined as April 16, 2020 through January 30, 2026.

12 9. Under the terms of the Settlement Agreement, Defendant will not oppose Plaintiff
13 Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross
14 Settlement Amount, litigation expenses not to exceed \$25,000, Settlement Administrator Costs of
15 \$10,000, PAGA penalties of \$20,000 (with 65% to the LWDA and 35% to the PAGA Members on a
16 pro rata basis), and a Service Payment of \$10,000 to the named Plaintiff:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 630,000.00
Attorneys’ Fees (1/3)	\$ 210,000.00
Litigation Costs	\$ 25,000.00
Administrator Costs	\$ 10,000.00
PAGA Penalties	\$ 20,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 355,000.00

17
18
19
20
21
22
23 Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with Labor
24 Code Section 2699(i)(2). The proof of submission is attached hereto as **Exhibit “B.”**

25 10. As of January 30, 2026, the Class includes approximately 912 Class Members who
26 worked an estimated 65,000 workweeks during the Class Period. The payment to each Class Member
27 will be calculated pro rata based on the Workweeks performed by each Class Member. In addition,
28 PAGA Members will receive a share of the \$7,000 PAGA Penalties (35% of the \$20,000 PAGA

1 allocation), distributed pro rata based on pay periods during the PAGA Period. Based on current
2 assumptions and before any exclusions, the average payment to each Class Member will be
3 approximately \$389; the highest payment is estimated at approximately \$3,000. Of course, those with
4 more Compensable Workweeks stand to recover a proportionally greater amount from the Settlement.

5 11. Because the settlement is fair and reasonable and was negotiated at arm's length by
6 experienced counsel and a mediator, following a sufficient exchange of information and documents
7 before mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court
8 enter an order preliminarily approving the settlement, conditionally certifying the Class under Code
9 of Civil Procedure § 382 for settlement purposes, approving the proposed Class Notice, appointing
10 Plaintiff's counsel as class counsel, appointing CPT Group as the Settlement Administrator, and
11 scheduling a hearing for final approval of the Settlement.

12 12. On April 8, 2024, Plaintiff submitted a PAGA notice to the California Labor and
13 Workforce Development Agency ("LWDA"), thereby exhausting the administrative prerequisites to
14 pursue civil penalties under the Private Attorneys General Act ("PAGA") after the applicable 65-day
15 notice period expired. Plaintiff filed the Complaint in this Action on April 16, 2024. Thereafter,
16 Plaintiff filed the First Amended Complaint, which added a cause of action for civil penalties under
17 PAGA.

18 13. Plaintiff's Operative Complaint asserts causes of action for: (1) failure to pay all
19 overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time;
20 (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business
21 expenses; (8) unfair competition in violation of Business and Professions Code section 17200 et seq.;
22 and (9) civil penalties under the Private Attorneys General Act, Labor Code section 2698 et seq.

23 14. The Parties thereafter engaged in discussions regarding the efficient resolution of the
24 Action and agreed that, given the size and scope of the putative class and PAGA claims, as well as
25 the expense, burden, and risks associated with continued litigation, the matter was appropriate for
26 private mediation. The Parties subsequently scheduled mediation before Hon. Mitchel Goldberg
27 (Ret.).

28 15. In preparation for mediation, the Parties engaged in substantial informal discovery and

1 exchanged information sufficient to permit a meaningful evaluation of the claims, defenses, and
2 potential exposure. Among other things, Defendant produced relevant wage and hour policies and
3 procedures, payroll and timekeeping records, and data regarding the number of current and former
4 employees, workweeks, pay periods, and other information necessary to evaluate potential damages.
5 Plaintiff and Class Counsel thoroughly analyzed this information, investigated the factual and legal
6 issues presented by the Action, researched the applicable law, and evaluated the strengths,
7 weaknesses, and risks associated with continued litigation, trial, and any potential appeal.

8 16. In addition to the legal and factual issues, the Parties carefully evaluated Defendant's
9 financial condition and its ability to withstand a larger judgment, which was a significant
10 consideration in the settlement negotiations. To assist the Parties in evaluating these issues, the
11 mediation was conducted before Hon. Mitchel Goldberg (Ret.), one of California's most respected
12 class action mediators, who also has substantial experience evaluating complex financial issues
13 affecting Defendant's ability to fund class action settlements. Following a full-day mediation on
14 January 30, 2026, Judge Goldberg issued a mediator's proposal, which both Parties accepted.

15 17. From these numbers, and by applying violation rates derived from analysis of
16 extensive documents and data from the Defendant, Plaintiff calculated the potential maximum and
17 risk-adjusted value of the claims as follows.

18 18. Plaintiff contended that her strongest claim was for unpaid wages arising from
19 Defendant's failure to accurately track time and to account for non-discretionary bonuses and other
20 incentive pay in calculating the "regular rate of pay" for overtime wages. However, Defendant argued
21 that it correctly calculated the "regular rate of pay" and that any underpayment was in good faith and
22 *de minimis*. Indeed, Defendant's sampling of pay records revealed that any such underpayment of
23 minimum and overtime wages was minimal.

24 19. Due to this and in light of Defendant's other defenses, Plaintiff completely discounted
25 the wage value of this claim this claim, keeping in mind that the true significant value of these unpaid
26 wages claims lies in the derivative claims for waiting time penalties under Labor Code § 203 and
27 wage statement violations under Labor Code § 226 as discussed below.

28 20. Plaintiff also alleged meal and rest break claims against Defendant. Based on

1 Defendant's sampling of timekeeping and pay records, Plaintiff's counsel estimated a 33% violation
2 rate for meal periods and a 25% violation rate for rest breaks. Given the total number of shifts at
3 issue (approximately 260,000), this established maximum values of \$1,716,000 for meal periods
4 (260,000 total shifts x 33% violation rate x \$20 per LC § 226.7) and \$1,300,000 for rest breaks
5 (260,000 total shifts x 25% violation rate x \$20 per LC § 226.7).

6 21. However, Defendant raised numerous arguments in response to this claim, including
7 that they maintained fully compliant written policies and specifically authorized the Class Members
8 to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a
9 short/late break. Therefore, Defendant asserted that a factfinder would have to determine for each
10 Class Member whether a break was missed and why, and why a break was noncompliant or
11 nonexistent, because if it was by the employee's choice, no liability attaches to Defendant. These
12 defenses are factored into Plaintiff's analysis in two ways. First, these issues raise questions
13 regarding whether the meal and rest break claims could be certified, and Plaintiff placed a 40% risk
14 at the class certification stage for meal periods and an 80% risk for rest breaks. Second, these defenses
15 also go toward the merits given the evidentiary question of proving the number of meal and rest
16 violations. As such, Plaintiff placed a 50% risk on the merits for meal breaks, and an additional 40%
17 risk on the merits for rest breaks, so this sets the risk-adjusted value for the meal claims as \$171,600
18 (\$1,716,000 x 40% class cert risk x 40% merits risk) and for the rest break claims as \$130,000
19 (\$1,300,000 x 40% class cert risk x 40% merits risk).

20 22. Finally, Plaintiff alleged claims for derivative waiting-time penalties and wage-
21 statement violations. But these claims were entirely derivative of the claims above, meaning they
22 had merit only if the claims for unpaid wages or meal/rest breaks were successful. The maximum
23 values for these claims were as follows: (1) \$3,360,000 [700 former employees x \$20 per hour x 8
24 hours per day x 30 days], and (2) \$918,150 for wage statement violations [18,363 wage statements at
25 the \$50 formula under § 226(e)].

26 23. But Defendant raised a variety of defenses to these derivative claims that impacted the
27 valuation. Namely, Defendant argued that the wage statements did not violate Labor Code § 226 and,
28 even if there were a "technical" violation, Plaintiff would be unable to prove the required "knowing

1 and intentional” and “injury” elements. Based on these facts and defenses, Plaintiff applied the 40%
2 risk at class certification, and estimated another 40% risk on the merits, leading to a risk-adjusted
3 value of \$330,000 for the wage statement claims.

4 24. Next, as to the waiting time penalty claim, Plaintiff’s valuation had to account for the
5 fact that this claim was derivative of the unpaid wage and meal/rest break claims and, if those claims
6 failed at certification or on the merits, there would be no waiting time penalties owed, so the same
7 risks for those claims applied to this claim. Further, Defendant contended even if the unpaid wage
8 and/or meal/rest claims succeeded at certification and on the merits, Plaintiff would have to prove
9 that the violations (if any existed) were “willful” as defined in Labor Code § 203. And here,
10 Defendant argued there was no “willful” violation because it had written policies in compliance, and
11 any deviations therefrom were inadvertent and unintentional. As a result of this analysis, Plaintiff’s
12 counsel applied the 75% risk at class certification and a 50% risk on the merits, leading to a risk-
13 adjusted value of \$420,000.

14 25. In sum, when factoring in the defenses and risks of ongoing litigation, Plaintiff
15 estimates the risk-adjusted class recovery as follows:

16	• Unpaid Wage Claims	\$	discounted
17	• Meal and Rest Break Claims	\$	301,600
18	• Wage Statement Claims	\$	330,000
19	• Waiting Time Penalty Claims	\$	420,000
20	• Total Risk Adjusted Penalties and Damages	\$	1,051,600

21
22 26. The Settlement was the product of extensive arm’s length negotiations between
23 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
24 and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement
25 reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and
26 their counsel believe that there was a possibility of certifying the claims, they recognized the potential
27 risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification,
28 summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several

1 more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees
2 may not have received any substantial monetary recovery.

3 27. The Settlement will result in a fair payment to each Settlement Class Member based
4 on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and their
5 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
6 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
7 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with
8 further litigation described above and weighing them against the benefits of a known compromise
9 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
10 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
11 of the claims alleged.

12 28. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
13 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
14 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
15 judgment throughout the settlement process, including significant document review (e.g., documents
16 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
17 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
18 class-wide data provided by Defendant.

19 29. Based on our experience in other cases, including wage and hour matters, I believe
20 our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of
21 defenses in this class action. In this case, the recovery for each Settlement Class Member is
22 reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement
23 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
24 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
25 proceeding to trial.

26 30. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
27 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

28 31. Of course, the Settlement Amount represents a compromise figure, taking into account

1 the various risks surrounding class certification and the merits of Defendant' asserted defenses.
2 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
3 Members, with no reversion to Defendant.

4 32. Plaintiff seeks a Service Award of \$10,000, which we believe is fair and warranted.
5 Plaintiff agreed to come forward in an effort to effectuate a change in policy and practice that would
6 benefit all other Settlement Class Members and to recover unpaid wages and penalties.

7 33. Plaintiff provided invaluable assistance to the investigation and prosecution of this
8 case, including: providing factual background for the Class Complaint; reviewing the litigation
9 documents; providing information and documentation about Defendant's policies and practices;
10 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement
11 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Plaintiff's
12 comprehensive declaration setting forth all of the reasons why she believes that the Service Award
13 should be approved has been filed herewith.

14 34. When this case was taken on a contingency fee basis, with our firm agreeing to assume
15 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
16 litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was
17 never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, she could
18 have been ordered to pay Defendant's costs

19 35. It is our experience that attorneys' fee awards of one-third of a common fund
20 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
21 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
22 warranted because it falls within the range typically awarded in class actions. Our firm's Costs will
23 not exceed \$25,000 and will be based on the actual amount incurred at the time of final approval.

24 36. Subject to the Court's approval, the parties stipulated that CPT Group, Inc. serve as
25 the Settlement Administrator. CPT is experienced in administering class action settlements and will
26 not exceed \$10,000 in administrative costs for this class action Settlement.

27 37. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
28 signed a fee split agreement that provides that fees will be allocated between Class Counsel as

1 follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa
2 Law, P.C.

3 38. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
4 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
5 and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final
6 approval of attorneys' fees, costs, and service awards at the final approval stage.

7 I declare under penalty of perjury under the laws of California that the foregoing is true and
8 correct on this 24th day of August 2026, in Los Angeles, California.

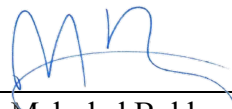
9
10 By: 
11 _____
12 Mehrdad Bokhour, Esq.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Clara Alarcon (“Plaintiff”) and Defendant Pacific Parks Landscaping, Inc. (“Defendant” or “Pacific Parks”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Alarcon et al. v. Pacific Parks Landscaping, Inc.*, filed on April 16, 2024, and currently pending in the Superior Court of the State of California, County of Placer, Case No. S-CV-0052647.
- 1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, social security number, start and end dates of employment for each Class Member and PAGA Releasee, and any other agreed upon information necessary to perform payout calculations or identify Class Members or PAGA Releasees.
- 1.8 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from April 16, 2020, through January 30, 2026.
- 1.12 “Class Representative” means Clara Alarcon, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action and in exchange for a general release of claims.
- 1.14 “Court” means the Superior Court of California, County of Placer.
- 1.15 “Defendant” means the named Defendant, Pacific Parks Landscaping, Inc.
- 1.16 “Defense Counsel” means Barbara Blackburn and Hovannes G. Nalbandyan of Littler Mendelson, P.C.
- 1.17 “Effective Date” shall mean the later of: (1) thirty (30) calendar days after entry of the Court’s order granting Final Approval of the settlement, if no objections are filed and no appeal is taken; (2) sixty-five (65) calendar days after entry of the Final Approval order, if objections are filed but no appeal is taken; or (3) the date on which any appeal is dismissed, withdrawn, or resolved in a manner that upholds the Court’s Final Approval of the Settlement
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final, Non-Appealable Order” means an order approving the Settlement for which the time to appeal has expired under applicable state law, and no appeal is pending. Any judgment entered will be subject to the continuing jurisdiction of the Court as set forth below and pursuant to the terms of California Code of Civil Procedure section 664.6. The Court will retain jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Agreement.
- 1.21 “Gross Settlement Amount” and “GSA” means \$630,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary. Defendant shall not be required to contribute any additional funds beyond the GSA.

- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “Operative Complaint” means the most recently filed and current version of the complaint in the Action.
- 1.30 “PAGA Check” means the check issued to each PAGA Member for his/her share of the PAGA Payment.
- 1.31 “PAGA Member” means any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period.
- 1.32 “PAGA Payment” means the payment to the State of California LWDA and the PAGA Members in settlement of all claims for PAGA penalties
- 1.33 “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.34 “PAGA Period” means the period from April 8, 2023, through January 30, 2026.
- 1.35 “PAGA” means the Private Attorneys General Act (Labor Code § 2698 et seq.).
- 1.36 “PAGA Notice” or “PAGA Notices” means Plaintiff’s April 8, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3,

subd.(a). Alarcon submitted through her counsel Bokhour Law Group a PAGA Notice to the LWDA entitled, “2024-04-08 Alarcon v. Pacific Parks Landscaping - PAGA Notice - FINAL.pdf” on April 8, 2024, which was designated the Submission Name/Number: AP-5169072 and assigned Case Number: LWDA-CM-1021095-2.

- 1.37 “PAGA Penalties” means the total amount of \$20,000.00 allocated to PAGA civil penalties to be paid from the Gross Settlement Amount. Of this amount, 35% (\$7,000) shall be allocated to the PAGA Members and 65% (\$13,000) shall be allocated to the LWDA in settlement of the PAGA claims.
- 1.38 “PAGA Releasee” or “Aggrieved Employee” means any individual who was employed by Defendant in the State of California, whether current or former, as a non-exempt or hourly-paid employee at any time during the PAGA Period. Where applicable, this definition also includes the Labor and Workforce Development Agency (“LWDA”) and the State of California.
- 1.39 “Participating Class Member” or “Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Any Class Member who does not opt out or submit a Request for Exclusion is a “Participating Class Member” or “Settlement Class Member” and shall be bound by the terms of the Agreement.
- 1.40 “Plaintiff” means Clara Alarcon, the named plaintiff in the Action.
- 1.41 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.45 “Released Parties” means Pacific Parks Landscaping, Inc., and any and all of its respective present and former parent companies, subsidiaries, sister companies, divisions, related entities, joint ventures, affiliates, affiliated companies, officers, directors, owners, shareholders, members, employees, attorneys, insurers, agents, predecessors, guarantors, trustees, fiduciaries, partnerships, successors, assigns, and any other related company that could be jointly liable with Defendant based on the factual predicate alleged in the Operative Complaint.
- 1.46 “Request for Exclusion” means a Class Member’s submission of a timely written request to be excluded from the Class Settlement signed by the Class Member pursuant to the terms of this Agreement.

- 1.47 “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days after the Response Deadline. An Objection or Request for Exclusion must be mailed, e-mailed, or faxed to the Administrator with a postmark dated on or before the Response Deadline for it to be considered. Similarly, a written notice disputing the number of Workweeks at issue must be returned to the Administrator with a postmark or timestamp dated on or before the Response Deadline for the Class Member to raise a valid dispute regarding the number of Workweeks at issue used to determine his or her Individual Class Payment or Individual PAGA Payment.
- 1.48 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On April 8, 2024, Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA pursuant to Labor Code § 2699.3, subd.(a).
- 2.2 On April 16, 2024, Plaintiff filed a Class Action in Placer County Superior Court, asserting class claims based on Defendant’s alleged: (1) failure to pay overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to pay all sick time in violation of Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; and (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).
- 2.3 Plaintiff will file a First Amended Complaint to add a PAGA cause of action.

- 2.4 Defendant denies the allegations in the Operative Complaint and the Action, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5 On January 30, 2026, the Parties participated in an all-day mediation presided over by Hon. Mitchel Goldberg (Ret.), which led to this Agreement.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery pay records, relevant Defendant policies, Plaintiff's time and payroll records, wage statements, and the total number of Class Period Employees and workweeks worked during the Class Period. Plaintiff represents that her investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*")
- 2.7 The Court has not granted class certification.

3. **MONETARY TERMS.**

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$630,000.00, and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 **To Plaintiff:**
 - 3.2.1.1 Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In the event the Court does not approve the entirety of the requested Class Representative Service Payment, such ruling shall not entitle Plaintiff to revoke the Settlement.

3.2.1.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$210,000 (representing one third of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Class Counsel agrees not to seek from Defendant any additional attorneys' fees, costs and/or expenses stemming from their involvement in the Action. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments. Upon receipt of Court-approved attorneys' fees and costs, Class Counsel shall also fully and finally release Defendant and the Released Parties from any and all claims for attorneys' fees, costs, or expenses arising out of or relating to the Action, the PAGA claims, or this Settlement. In the event the Court does not approve the entirety of the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses payment, such ruling shall not entitle Class Counsel to revoke the Settlement. However, Class Counsel reserves the right to appeal any reduction by the Court.

3.2.1.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.

- 3.2.1.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.1.5 Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholding and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes, interest, or penalties owed or arising on their Individual Class Payment, and shall be solely responsible for it. Neither Defendant nor Class Counsel makes any representations concerning the tax consequences of the settlement
- 3.2.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective workweeks.
- 3.2.3 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.
- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 35% share of PAGA Penalties (\$7,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.3 If the Court declines to approve the PAGA Penalties allocation set forth herein, any modification or reallocation ordered by the Court shall be satisfied solely from the Gross Settlement Amount. Defendant shall not be required to pay any additional sums beyond the Gross Settlement Amount.

3.2.4 Suspension of Payment Obligations Pending Appeal. In the event that any appeal, petition for writ, motion for reconsideration, or other collateral challenge is filed with respect to the Final Approval Order or Judgment, Defendant obligation to fund any portion of the Gross Settlement Amount shall be automatically stayed and suspended until such challenge is finally resolved in a manner that upholds the Settlement in its entirety and is no longer subject to further review.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Pay Periods. Defendant represents that the Settlement Class consists of approximately 912 Class Members who collectively worked approximately 65,000 workweeks during the Class Period. Defendant represents that the PAGA Settlement Class consists of approximately 527 employees who worked approximately 18,363 pay periods during the PAGA Period.

4.2 Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. To ensure timely calculation, Defendant will provide the Administrator the start and end date for each Class Member and permit the Settlement Administrator to calculate the number of Workweeks at Issue for each Class Member or the total PAGA Pay Periods for each PAGA Releasee pursuant to the instructions provided above. The information provided to the Administrator shall be marked and considered "Confidential," shall not be disclosed to anyone other than Defense counsel and the Administrator. The Administrator will keep the list confidential, use it only for the purposes described herein, and return it to Defendant and/or destroy it upon completion of the settlement administration process. The Class List shall not be shared with Class Counsel or anyone other than Defense counsel. To the extent required to verify the accuracy of calculations or assess disputes, the Settlement Administrator may disclose to Class Counsel a redacted list that omits all names

and contact information and substitutes it with employee IDs or other unique identifier. The list may include the Individual Class Payment, Individual PAGA Payment, workweek calculations, and/or pay-period calculations. Except for this limited information, Class Counsel shall not have access to the Class Data or the Class List.

- 4.3 Funding of Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount as follows: \$300,000 shall be paid on December 20, 2026, or 10 days after entry of a Final Non-Appealable Order approving the Settlement, whichever is later. For purposes of this Agreement, a “Final Non-Appealable Order” means an order approving the Settlement for which the time to appeal has expired under applicable state law and no appeal is pending. The remaining \$330,000 shall be paid in 2 installments of \$165,000 each on June 20, 2027, and December 20, 2027, provided that a Final Non-Appealable Order has been entered.
- 4.4 Failure to Pay. Subject to the limitations, conditions precedent, and timing requirements set forth in this Agreement (including any Court approval, funding, and administration timing), if Defendant fails to make any required payment when due, Plaintiff shall provide written notice of default to Defendant specifying the amount allegedly due, the due date, and the basis for the alleged default, and attaching reasonable supporting documentation. Receipt of such notice shall be deemed to occur two (2) business days after email transmission to Defendant’s counsel of record and three (3) business days after deposit in the United States mail via first class mail to Defendant’s counsel of record. Defendant shall have ten (10) business days from receipt of such notice to cure the default. If Defendant fails to cure within ten (10) business days, the entire unpaid balance of the Gross Settlement Amount shall become immediately due and payable upon such a finding by a Court. No future installment not yet due shall be accelerated absent a Court finding of willful failure to cure. Upon such a finding, the unpaid balance shall accrue interest at the rate of ten (10) percent per annum from the date of default until paid in full. Plaintiff may seek entry of judgment for the unpaid balance, together with accrued interest, and reasonable attorneys’ fees and costs incurred as awarded by a Court in enforcing the Settlement. Plaintiff may also enforce the Settlement pursuant to Code of Civil Procedure section 664.6. For the avoidance of doubt, acceleration of any future installment payments shall apply upon an uncured default, provided that the failure to cure is not the result of a good faith dispute and a Court finds as such. The Parties agree that the Court shall retain jurisdiction to enforce the Settlement until all payments required under this Agreement have been made in full.
- 4.5 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class

Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.5.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (no less than 180 days after the date of mailing) on which the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.5.2 No Claims Arising from Distribution. Neither Defendant, the Released Parties, the Settlement Administrator, nor Defense Counsel shall have any liability arising from delayed, lost, stolen, misdirected, uncashed, or improperly negotiated settlement checks, or from errors in the distribution process, absent gross negligence or willful misconduct. The mailing of settlement payments in accordance with this Agreement shall constitute full satisfaction of Defendant's payment obligations.
- 4.5.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.5.4 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.5.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.5.6 Global Settlement Failure; Void Ab Initio: Notwithstanding any other provision of this Agreement, if at any time prior to the Effective Date: (a) the Court conditions Preliminary Approval or Final Approval on any modification that materially alters the scope of the Releases, the definition of Released Parties, the PAGA release, the Gross Settlement Amount, or Defendant's obligations; (b) the Court declines to approve any portion of the PAGA Settlement other than a reallocation of penalties that does not require an increase in the Gross Settlement Amount; (c) the LWDA provides notice of intent to investigate, pursue, or take enforcement action relating to the claims released under this Agreement; (d) any governmental agency objects to, intervenes in, or otherwise interferes with approval or enforcement of the Settlement; (e) Final Approval or the Judgment is vacated, reversed, or materially modified on appeal; or (f) a Judgment binding all Settlement Class Members and PAGA Members does not become Final and Non-Appealable, then Defendant shall have the unilateral right to declare this Agreement *void ab initio* and of no force or effect upon written notice. In such event: (i) the Parties shall be restored to their respective positions existing immediately prior to execution of this Agreement; (ii) any class or representative certification for settlement purposes shall be vacated; (iii) Defendant shall have no obligation to fund any portion of the Gross Settlement Amount; (iv) all funds previously disbursed shall be promptly returned to Defendant; and (v) this Agreement, the Settlement, and all negotiations, drafts, and proceedings relating thereto shall be inadmissible for any purpose in any judicial, arbitral, administrative, or other proceeding, except to enforce this paragraph.

5. **RELEASES OF CLAIMS**. Once the Settlement becomes effective, Plaintiff individually and in her representative capacity on behalf of the Class Members, as private attorney general on behalf of the State of California, and Class Counsel will release the Released Parties of the Released Claims as follows

5.1 Release by Participating Class Members. In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint, including any that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in

violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to pay all sick time in violation of Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. For each Settlement Class Member who does not validly opt out, this release includes all claims, rights, demands, liabilities, and causes of action of every nature and description that arise out of, are based on, or reasonably relate to the factual allegations asserted in the operative Complaint in the Action, and that occurred during the Class Period. This includes, without limitation, claims for: (i) failure to pay wages; (ii) failure to pay the correct regular rate or overtime; (iii) rounding of meal periods; (iv) failure to pay for all hours worked; (v) “off-the-clock” work; and (vi) any derivative or related claims for penalties, restitution, liquidated damages, waiting-time penalties, wage statement penalties, and any other remedies arising from the same factual predicate. The released claims encompass causes of action arising under California law, state law, common law, local law, or federal law, as well as under any administrative order, statute, ordinance, regulation, or applicable wage-and-hour law. The release includes all claims and causes of action that arise from, relating to, or are directly or indirectly connected to the facts alleged in the Actions. This will be known as the “Released Class Claims.”

- 5.2 Release by PAGA Members. In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Members who worked for Defendant during the PAGA Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from all claims for PAGA Penalties that were alleged or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice, including but not limited to Civil Penalties under PAGA (Lab. Code § 2698 et seq.), alleging violations of numerous Labor Code provisions, including §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 516, 1174, 1174.4, 1194, 1197.1, 1199, 2698, 2699 et seq., and 2802-2804. For purposes of Labor Code § 2699, this release covers all claims for civil penalties under the California Labor Code that were alleged in, or that reasonably arise from, the factual allegations set forth in the PAGA Notice submitted to the LWDA, and that occurred during the PAGA Period. This release applies to the State of California and to all aggrieved employees as required by PAGA. This will be known as the “PAGA Released Claims.”

- 5.3 Released Claims. The term “Released Claims” encompasses the above-mentioned Class Released Claims and PAGA Released Claims and is defined to mean those claims arising out of or related to the allegations and factual predicate set forth in the Action, Operative Complaint, PAGA Notice, any amendments therein for both, that arose during the Class Period and/or PAGA Period.
 - 5.4 Consideration Deemed Provided. The Parties agree that the dissemination and availability of settlement consideration constitute valid and sufficient consideration for the releases set forth in this Agreement. The releases provided herein shall be binding and enforceable regardless of whether any Settlement Class Member or PAGA Settlement Class Member cashes, deposits, or otherwise negotiates a settlement check.
 - 5.5 Bar of Future Proceedings and Enforcement of Released Claims. This Agreement and any judgment granting same may be pled as a full and complete defense to, and may be used to enjoin or otherwise limit, any action or proceeding asserting Released Claims against the Released Parties to the extent permitted by law. Upon the Effective Date, Plaintiff, Participating Class Members, and PAGA Releasees shall be barred and prevented from asserting or recovering on any claim against the Released Parties that has been released under the Settlement Agreement and that is based on the identical factual predicate as the Released Claims, to the extent permitted by law.
6. **MOTION FOR PRELIMINARY APPROVAL.** Within 45 days of the full execution of this Agreement, Plaintiff will move for an order giving preliminary approval of the Settlement (“Motion for Preliminary Approval”).
 - 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699,

subd. (1)(2)). Plaintiff shall not file the Motion for Preliminary Approval without Defendant's review and approval, and Defendant shall have at least five (5) calendar days to review.

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4 Conditional Nature of Stipulation for Certification of the Class Action Claims. Solely for purposes of this Settlement, the Parties shall stipulate to the certification of the California Class. Defendant does not waive, and instead expressly reserves its right to challenge the propriety of the class certification for any purpose if this Settlement had not been entered into by the Parties should the Court not approve the Settlement or should counsel for either Party exercise its rights to terminate the Settlement as permitted by this Agreement. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class, or any claim or class, should be certified in a non-settlement context in this Class or any other civil, criminal, and/or administrative action or licensing proceeding, or in any other action. Defendant expressly reserves its right to oppose class certification in this, or any other action should this Settlement not become effective. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff shall request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.
- 6.5 Opportunity to Review. Counsel for Defendant will be given an opportunity to review and comment on the Motion for Preliminary Approval of the Settlement and all supporting papers prior to being filed with the Court, and such comments will be implemented to the extent reasonable. Plaintiff will provide a draft copy to Defendant for review no later than fifteen (15) calendar days before the filing date.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group (“CPT”) to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experiences in administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund (“QSF”). The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data. The Parties agree that for settlement purposes only because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of claims and any such notice shall have the same force and effect as if the Agreement were executed by each Class Member. The Parties intend that reasonable means be used to maximize the probability that all Class Members and PAGA Releasees shall receive the Class Notice.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than five (5) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the

USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address, last four digits of his or her social security number, signature, and email address or telephone number. The Request for Exclusion must also list the case name and case number of the action (i.e., *Alarcon, et al. v. Pacific Parks Landscaping, Inc.*, Case No. S-CV-0052647) and an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Settlement, and shall be bound by all the terms and conditions of this Settlement, including all orders issued pursuant thereto, and shall also be bound by the Court's Order enjoining all Participating Class Members from

pursuing, or seeking to reopen, any of the released claims against the Released Parties.

- 7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion shall be bound by all the terms and conditions of this settlement, including all orders issued pursuant thereto, and shall also be bound by the Court's Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the released claims against the Released Parties. Every Class Member who does not submit a timely and valid Request for Exclusion shall also be deemed to be a Participating Class Member under this Agreement, and is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. PAGA Settlement members shall not be eligible to opt out of the portion of the settlement allocated toward PAGA penalties. During the Notice Period, the Parties shall meet and confer in good faith regarding any opt-out requests received, including whether any action is required in response to such requests for exclusion.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment. A Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Settlement, and shall be bound by all the terms and conditions of this Settlement, including all orders issued pursuant thereto, and shall also be bound by the Court's Order enjoining all Participating Class Members from pursuing, or seeking to reopen, any of the released claims against the Released Parties.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain

their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The administrator shall not provide the parties with contact information beyond full names for any members of the Exclusion List. Class Counsel and Defense Counsel agree to limit their use of any information provided by the Administrator from the Exclusion List to the furtherance of this Settlement.

7.5.6 No Solicitation of Opt-Outs or Objections. The Parties, their counsel, and their agents agree that they shall not directly or indirectly solicit, encourage, induce, or promote Requests for Exclusion, objections to the Settlement, or appeals from the Judgment by any Settlement Class Member. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. Any violation of this provision shall constitute a material breach of this Agreement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. To dispute the number of Workweeks at issue credited to him or her (“Workweek Dispute”) must: (1) contain the Participating Class Member’s full name, mailing address, e-mail or telephone number, last four digits of his or her Social Security number, and signature; (2) contain the case name and case number of the action (i.e., *Alarcon, et al. v. Pacific Parks Landscaping, Inc.*, Case No. S-CV-005264); (3) contain an unambiguous statement indicating that the Participating Class Member disputes the Workweeks at issue credited to him or her and indicating what number of Workweeks he or she contends is correct or incorrect; and (5) attach documentation and information supporting his or her contention about the correct number of Workweeks that should be credited to him or her. The Class Member may challenge the allocation by communicating with the Administrator via U.S. mail, fax, or e-mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. In resolving any dispute regarding the calculation of Workweeks or PAGA Pay Periods, Defendant’s payroll and timekeeping records shall be presumed accurate and determinative absent competent documentary evidence to the contrary submitted by the Class Member. If a Class Member timely disputes the number of Workweeks listed on his or her Class Notice, the dispute will be submitted to the Administrator, who will examine the records and either verify the

calculation or provide a corrected calculation. If the Settlement Administrator cannot resolve, they will refer the dispute to Defendant. Disputes must be in a writing that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The Workweeks at issue dispute must be submitted to the Settlement Administrator, by U.S. Mail, fax, email, and must be postmarked or dated on or before the final date of the Response Deadline. The Settlement Administrator's determination based on such records shall be final, binding, and non-appealable, except in the event of fraud or clear mathematical error. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The duties of the Administrator shall include, but are not limited to: (i) compile and send the Class Notice to Class Members and PAGA Releasees via U.S. Mail; (ii) confirm the accuracy of the mailing addresses of Class Members and PAGA Releasees through the United States Post Office's National Change of Address database before mailing; (iii) perform one skip trace on any mailed Class Notice returned as undeliverable; (iv) re-mail Class Notice one time only by First Class Mail if the Class Notice was returned undeliverable and a new address is located or upon a Class Member's or PAGA Releasees request; (v) send deficiency letters as needed; (vi) complete the allocation duties described below; (vii) process Workweek disputes, requests for exclusion, and Objections; (viii) calculate and distribute all payments due under the Settlement; (ix) undertake tax reporting, withholding,

remittances, and calculation of Employer Taxes; (x) create and operate a toll-free call center to handle inquiries from Class Members; (xi) if needed, handle the calculation of Workweeks at Issue based on time and pay data provided by Defendant; and (xii) establish the QSF. The Administrator shall also provide a declaration under penalty of perjury which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of individuals and Workweeks at issue reflected in the data provided by Defendant; the number of mailings; the number of Workweeks disputes, Objections, and requests for exclusions received; and other information as is required to obtain Final Approval of the Settlement.

- 7.8.1 Email Address and Toll-Free Number. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails and to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment.
- 7.8.2 Workweek and Pay Period Calculations. Based on the information in the Class List, and the formula set forth in this Agreement, the Administrator shall promptly calculate the share of PAGA Payment to every PAGA Releasee and any estimated Individual Class Payment for every Class Member, to be included in the individualized Class Notice to be sent to that Class Member, and shall prepare and mail a spreadsheet setting forth those calculations to counsel for the Parties no fewer than seven (7) calendar days before mailing of the Class Notice to the Class Members and PAGA Releasees. The Class Notice will inform each Class Member of his/her right to do nothing and receive an Individual Class Payment, dispute the number of Workweeks, submit a Request for Exclusion, or object to Settlement as described herein.
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Upon request, Administrator must also provide a list by name of all Class Members who timely opted out by submitting a valid Request for Exclusion, and all documents and information related to same.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing, by employee identification number only, all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 7.8.7 Approval of Documents. Class Counsel and Defense counsel may review and approve any documents contemplated by the Settlement before they are mailed or sent. The Administrator shall not mail any documents without first receiving written approval to do so from Class Counsel and Defense counsel. The Administrator must have in place effective information and data security protocols and/or program capable of protecting the personal information of the Class Members and PAGA Releasees. In addition, the Administrator must maintain reasonable physical, administrative, and technical controls to protect such information. Class Counsel and Defense Counsel may object to the selection of an Administrator that cannot reasonably maintain the security of Class Members and PAGA Releasees' contact information. All the information produced to the Settlement Administrator will be subject to a Stipulated Protective Order or Confidentiality Agreement.

8. **ESCALATOR CLAUSE**. If the total number of workweeks worked by Settlement Class Members exceeds 65,000 prior to January 30, 2026, Defendant shall have the unilateral option, but not the obligation, to increase the Gross Settlement Amount by paying an

additional \$9.69 for each workweek in excess of 65,000, calculated through the mediation date, or limit the release period to end on January 30, 2026, such that no more than 65,000 workweeks are included for settlement valuation purposes. If Defendant elects to limit the release period, in no event shall the Class Period or PAGA Period be shortened or otherwise modified based on the total number of workweeks, and the release periods shall remain April 16, 2020, through January 30, 2026, for the Class Period and as otherwise defined for the PAGA Period. Nothing herein obligates Defendant to increase the GSA, extend the release period past January 30, 2026, or include more than 65,000 workweeks. Defendant's election shall be in its sole and absolute discretion, final and binding, and the Settlement Administrator shall implement such election without modification, which shall not constitute a waiver or admission by Defendant.

9. **DEFENDANT'SS RIGHT TO WITHDRAW.** If 5% or more of the Class Members validly elect not to participate in the Settlement, Defendant will have the right (but not the obligation) to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise its right within 15 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment that permanently bars all Participating Class Members and PAGA Releasees from reopening or prosecuting any and all of the Released Class Claims and Released PAGA Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than 5 calendar days prior to filing the Motion for Final Approval, and shall not file without Defendant's approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the [Proposed Order] granting the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Opportunity to Review. Counsel for Defendant will be given an opportunity to review and comment on the [Proposed] Order granting the Motion for Final Approval of the Settlement prior to being filed with the Court, and such comments will be implemented to a reasonable extent. Plaintiff will provide a draft copy to Defendant for review no later than five (5) calendar days before the filing date.
- 10.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.5 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.
- 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 10.7 Governmental Action/LWDA Authority. Notwithstanding any other provision of this Agreement, if prior to the Effective Date: (a) the California Labor and Workforce Development Agency ("LWDA") provides notice of its intent to investigate, pursue, or otherwise take enforcement action relating to the PAGA claims released under this Agreement; (b) the LWDA or any other governmental entity objects to, intervenes in, or otherwise interferes with approval or enforcement of the PAGA Settlement; or (c) the Court declines to approve the PAGA Settlement pursuant to Labor Code section 2699(l), other than a modification of the allocation of penalties that does not require an increase in the Gross Settlement Amount, then Defendant shall have the unilateral right to declare this Agreement null and void.

In the event Defendant decides to exercise that right, this Agreement shall be deemed void *ab initio* and of no force or effect, and the Parties shall be restored to the positions they occupied prior to execution of this Agreement.

- 10.8 Return of Settlement Funds. If this Agreement is declared null and void for any reason, any funds disbursed from the Gross Settlement Amount shall be returned to Pacific Parks Landscaping, Inc. within ten (10) business days of written demand. The Settlement Administrator, Class Counsel, and Plaintiff shall cooperate in good faith to ensure prompt return of all such funds.
11. **AMENDED JUDGMENT.** If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
 - 12.1 Voluntariness. This Settlement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.
 - 12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Neither this Agreement, nor any act or payment performed hereunder, shall constitute or be construed as an admission of liability, wrongdoing, or violation of law by Defendant. This Agreement may not be used as evidence of liability, wrongdoing, or fault in any other proceeding, except to enforce the terms of this Agreement. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
 - 12.3 Non-Disparagement and No Publicity. Plaintiff and Class Counsel agree not to issue press releases, publish website content, make social-media posts, or otherwise publicize or characterize the Settlement or the Action in a manner that disparages Defendant or the Released Parties. This provision does not restrict disclosures required by law or filings made in connection with Court approval. Any breach shall constitute a material breach of this Agreement.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including the Memorandum of Understanding that was fully executed by the Parties on February 20, 2026. This Paragraph will not affect the individual long form settlement agreement entered into by Plaintiff. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration that substantially changes or increases the cost of compliance with this Agreement in order for this Settlement to become effective.
- 12.5 Representation by Counsel. The Parties to this Settlement are represented by competent counsel, and they have had an opportunity to consult with counsel and agree that the Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Administrator, who in turn will distribute funds to the Settlement Class Members, PAGA Releasees, Class Counsel, and the Plaintiff as provided by this Agreement.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Signature of all Participating Class Members Unnecessary to be Binding. The Parties agree that because the Class Members are so numerous, it is impossible or impractical to have each Participating Class Member execute this Agreement. More, it is not practical to have each Settlement Class Member sign this Agreement. The Class Notice will advise all Class Members of the binding nature of the release provided herein as to the Settlement Class Members and shall have the same force and effect as if each Settlement Class Member executed this Agreement. The only Class Members who will not be bound by the terms of this Agreement are those who submit a timely and valid Request for Exclusion.

- 12.8 Disputed Claims; Labor Code Section 206.5 and 2804. The Parties agree that this Settlement resolves disputed claims and does not involve unpaid, undisputed wages. Accordingly, California Labor Code sections 206.5 and 2804 do not apply to invalidate the releases or consideration provided under this Agreement.
- 12.9 Cooperation. The Parties and their counsel will fully, completely, and promptly cooperate to obtain approval of this settlement, and will engage in good faith and reasonable efforts to acquire final approval of the settlement. To that end, the Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary approval. The Parties and their counsel will also cooperate in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.10 No Prior Assignments, Liens, or Third-Party Interests. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. Plaintiff and Class Counsel represent and warrant that neither is aware of any liens, funding agreements, or third-party claims of any kind exist that could give rise to claims against Defendant, the Released Parties, or the Settlement Administrator.
- 12.11 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.12 Modification of Agreement. This Agreement (including Exhibits hereto) constitutes the entire agreement of the Parties concerning the subjects contained herein. This Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement. No waiver, modification or amendment of this Agreement shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification, or amendment, subject to any required Court approval. To the extent any non-substantive amendments or modifications are needed to enforce the Agreement, and the Parties' counsel agree that the amendments are non-substantive, this Agreement may be amended or modified only by a written instrument signed by both Defense Counsel and Class Counsel or their successors-in-interest.

- 12.13 Waiver of Compliance. Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Agreement.
- 12.14 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.15 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.16 Binding Agreement/Successors. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors, and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine, or consolidate
- 12.17 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. The Parties have also had a full opportunity to negotiate the terms and condition of this Agreement, have both contributed to the preparation of this Agreement, and have engaged in arms-length negotiations with each other. Accordingly, this Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The Parties explicitly recognize and adopt California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), and/or applicable federal law counterpart, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.
- 12.18 Confidentiality. Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing the Motion for Preliminary Approval, Plaintiff and her attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

- 12.19 Fair Settlement. Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, considering all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.
- 12.20 No Reliance or Representation. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, or other third parties with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement, or any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. Other than the contents of this Agreement, no representations, warranties, or inducements have been made to any Party concerning this Agreement.
- 12.21 Additional Representations and Warranties. Class Counsel and Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby, aside from Class Counsel's obligations, if any, to pay referral fees or other fee splitting arrangements. With respect to themselves, each of the Parties to this Settlement and or their agent or counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement and have duly authorized the execution, delivery and performance of this Settlement; and (b) the persons executing this Settlement have the full right, power and authority to enter into this Settlement on behalf of the party for whom he/she has executed this Settlement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement.
- 12.22 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data, and any other financial documents and data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 30 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data and other documents received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

- 12.23 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.24 Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:
- 12.25 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Barbara Blackburn
bblackburn@littler.com
Hovannes Nalbandyan
hnalbandyan@littler.com
LITTLER MENDELSON, P.C.
633 W. Fifth Street, 63rd Floor
Los Angeles, CA 90071

- 12.26 Handwritten Signature/Electronic Signature. The Parties shall execute and sign this Agreement with a handwritten signature. However, if Plaintiff is unable to provide a handwritten or “wet signature,” then the following conditions apply for any electronic signatures:
- i. The electronic signature system and processes Class Counsel used to obtain the Plaintiff’s signature must comply with the federal ESIGN Act and any state laws regarding the use or adoption of electronic signatures;

- ii. Plaintiff consents, and hereby acknowledges such consent, to using electronic signatures for this purpose (a requirement under both the federal and state laws);
- iii. Class Counsel has selected and implemented a method in their electronic signature system to authenticate Plaintiff's identity and to ensure that Plaintiff's submitted electronic signature is in fact the Plaintiff's signature;
- iv. Class Counsel has and will maintain records of the system and the process used to present the Agreement to the Plaintiff and obtain and record Plaintiff's signature, and they will maintain and provide such records to Defense counsel and Defendant if needed to allow them to lay the foundation for the admission of the Agreement into evidence;
- v. Plaintiff waives any objections to the admission of the Agreement in any later action to enforce the terms of the Agreement based on the electronic signature process; and
- vi. Plaintiff and Class Counsel agree to indemnify and hold Defendant and Defense Counsel harmless from any loss, cost, damage, or expense (including attorneys' fees) resulting from Defendant's inability to enforce the Agreement and the release included herein based on fraudulent signatures of Plaintiff, or any other issues that result from Plaintiff's providing an electronic signature.

12.27 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation, including all proceedings, discovery, and litigation deadlines, shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process. Severability. If any portion of this Settlement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement, and the remainder of this Settlement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement. The Parties to this Settlement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement shall be considered severable, except any of the

“Released Class Claims” and “Released PAGA Claims” definitions and/or the release provisions of Paragraphs 5.1 through 5.6, of this Settlement, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement, and all of the remaining provisions of this Settlement shall remain in full force and effect. If a court of competent jurisdiction finds the release definitions and provisions of this Settlement to be unenforceable or invalid as against a specific Participating Class Member, then this Settlement shall become voidable as to that specific Participating Class Member and the payments to be made pursuant to this Settlement to that Participating Class Member shall be added back to the Net Settlement Amount to be distributed pro rata to the remaining Participating Class Members.

12.28 Enforceability Under Code of Civil Procedure Section 664.6. The Parties expressly agree that this Agreement constitutes a binding and enforceable settlement agreement within the meaning of California Code of Civil Procedure section 664.6. The Court shall retain jurisdiction to enforce the terms of this Agreement, and this Agreement may be enforced by motion or entry of judgment pursuant to section 664.6.

12.29 Mediator Resolution of Post-Settlement Disputes. In the event the Parties are unable to resolve any dispute arising from the interpretation, implementation, or administration of this Agreement through good-faith meet-and-confer efforts, the dispute shall be submitted to the mediator, the Honorable Mitchel Goldberg (Ret.), for resolution before seeking Court intervention, unless the mediator is unavailable.

IN WITNESS WHEREOF this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

APPROVED, ACCEPTED, AND EXECUTED BY THE PARTIES:

Dated: 5/26/2026

DocuSigned by:
Clara Alarcon
68329C8F8G184G0...

Plaintiff, Clara Alarcon

Dated: 6/8/26

[Signature], PRESIDENT

Defendant, Pacific Parks Landscaping, Inc.

[Signatures Continued Onto Next Page]

APPROVED AS TO CONTENT:

Dated: 5/26/2026

BOKHOUR LAW GROUP, P.C.

Signed by:

MEHRDAD BOKHOUR

D8D3643F271840F...

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: 5/26/2026

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

15A826B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff

Dated: 06/08/2026

LITTLER MENDELSON, P.C.

Hovannes G. Nalbandyan

Barbara Blackburn
Hovannes G. Nalbandyan
Attorneys for Defendant

EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Clara Alarcon v. Pacific Parks Landscaping, Inc., et al., Case No. S-CV-0052647)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pacific Parks Landscaping, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former Defendant employee, Clara Alarcon (“Plaintiff”), and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (April 16, 2020, through January 30, 2026) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (April 8, 2023, through January 30, 2026) (“PAGA Members”).

Defendant expressly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether

to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual Class Period wage claims against Defendant. You will not be able to separately sue or participate in another lawsuit asserting those released claims.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period individual wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant’s alleged: (1) failure to pay overtime wages; (2) failure to provide meal periods or pay meal premiums; (3) failure to provide rest breaks or pay rest premiums; (4) failure to pay all sick time; (5) failure to provide compliant wage statements; (6) failure to pay all wages at termination; (7) failure to reimburse for necessary business expenses; and (8) unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

Defendant strongly denies each and every allegation in the Action, denies any wrongdoing or liability of any kind, and contends that it complied with all applicable wage and hour laws. Defendant entered into the Settlement solely to avoid the burden, expense, and uncertainty of continued litigation and does not admit any wrongdoing or liability.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$630,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not later than the first Court-day at least 15 days after the Effective Date.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$210,000 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to **\$10,000** to the Administrator for services administering the Settlement.

- D. Up to \$20,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. The release of claims described in this Notice will remain effective regardless of whether you cash, deposit, or negotiate your settlement check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. To be valid, your Request for Exclusion must include: (1) your full name, mailing address, telephone number or email address, and signature; (2) the case name and number, *Alarcon v. Pacific Parks Landscaping, Inc.*, Case No. S-CV-0052647; (3) the last four digits of your Social

Security number for verification purposes; and (4) a clear statement that you wish to be excluded from the Settlement. Your Request for Exclusion must be completed by you or your authorized legal representative and must be postmarked, emailed, or faxed to the Administrator on or before the Response Deadline.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

If you do not submit a timely and valid Request for Exclusion, you will be deemed to have waived your right to be excluded from the Settlement, will be bound by all Settlement terms and Court orders, and will release the claims described in this Notice regardless of whether you cash your settlement check.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint, including any that were alleged or reasonably

could have been alleged based on the facts alleged in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to pay all sick time in violation of Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. For each Settlement Class Member who does not validly opt out, this release includes all claims, rights, demands, liabilities, and causes of action of every nature and description that arise out of, are based on, or reasonably relate to the factual allegations asserted in the operative Complaint in the Action, and that occurred during the Class Period. This includes, without limitation, claims for: (i) failure to pay wages; (ii) failure to pay the correct regular rate or overtime; (iii) rounding of meal periods; (iv) failure to pay for all hours worked; (v) “off-the-clock” work; and (vi) any derivative or related claims for penalties, restitution, liquidated damages, waiting-time penalties, wage statement penalties, and any other remedies arising from the same factual predicate.

The Released Claims include claims arising under California law, federal law, common law, local law, administrative orders, statutes, ordinances, regulations, and applicable wage and hour laws to the extent such claims arise from or are based on the same factual allegations asserted in the Action. The Released Claims are limited to claims that were alleged, or reasonably could have been alleged, based on the same factual allegations and factual predicate set forth in the Action during the applicable release period.

10. PAGA Members’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Members who worked for Defendant during the PAGA Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from all claims for PAGA Penalties that were alleged or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice, including but not limited to Civil Penalties under PAGA (Lab. Code § 2698 *et seq.*), alleging violations of numerous Labor Code provisions, including §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246 *et seq.*, 510, 512, 516, 1174, 1174.4, 1194, 1197.1, 1199, 2698, 2699 *et seq.*, and 2802-2804. For purposes of Labor Code § 2699, this release covers all claims for civil penalties under the California Labor Code that were alleged in, or that reasonably arise from, the factual allegations set forth in the PAGA Notice submitted to the LWDA, and that occurred during the PAGA Period. This release applies to the State of California and to all aggrieved employees as required by PAGA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

In resolving any dispute regarding Workweeks or PAGA Pay Periods, Defendant's payroll and timekeeping records will be presumed accurate unless you provide competent documentary evidence showing otherwise. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send

copies rather than originals because the documents will not be returned to you. The Administrator will review the information submitted by you, Defendant, Class Counsel (who will advocate on behalf of Participating Class Members), and Defense Counsel and will make a final determination. The Administrator's determination will be final and binding. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out), including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Alarcon v. Pacific Parks Landscaping, Inc.*, Case No. S-CV-0052647, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Alarcon v. Pacific Parks Landscaping, Inc.*, Case No. S-CV-0052647, and include your name, current address, telephone number, and approximate dates of employment for Defendant, the specific grounds for the objection, any facts supporting the objection, whether you are represented by counsel, whether you intend to appear at the Final Approval Hearing, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 40 of the Placer County Superior Court, located at Placer County Superior Court, 10820 Justice Center Dr., Roseville, CA 95678. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://prod-portal-Placer-ca.journaltech.com/public-portal/?q=Home>) and entering the Case Number for the Action, Case No. S-CV-0052647.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493
--	---

Settlement

Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

Neither Defendant, the Released Parties, Defense Counsel, nor the Settlement Administrator will be responsible for delayed, lost, stolen, misdirected, uncashed, or improperly negotiated settlement checks except as required by law.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check.**

12. ADDITIONAL IMPORTANT INFORMATION

A. Defendant will not retaliate in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Class Payment check or who requests to be excluded from the Settlement.

B. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Individual Class Payment check will be mailed.

C. Individual Class Payment or Individual PAGA Payment checks must be cashed soon after receipt. Checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.

EXHIBIT “B”