**PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Pablo Jaramillo ("Plaintiff") and defendant A.S.I. Landscape Services, Inc. ("A.S.I."). The Agreement refers to Plaintiff and A.S.I. collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against A.S.I. captioned *Pablo Jaramillo v. A.S.I. Landscape Services, Inc., et al.* initiated on December 13, 2024, and pending in the Superior Court for the County of Orange.

1.2 "Administrator" means ILYM 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 approval of this Settlement.

1.4 "Aggrieved Employee" means all persons who worked for Defendants A.S.I. Landscape Services, Inc. and Israel Soriano in California as an hourly paid or non-exempt employee during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in A.S.I.'s possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Orange.

1.9 "Defense Counsel" means Todd B. Scherwin, Joel Moon, and Cristina Medina of Fisher & Phillips LLP.

1.10 "Effective Date" means the date on which the Judgment becomes final.

1.11 "Gross Settlement Amount" means $90,000 which is the total amount A.S.I. agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14 "LWDA" means the California Labor and Workforce Development Agency.

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, the Representative Service Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Young W. Ryu and Harley M. Phleger of LOYR, APC, the attorneys representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for A.S.I. for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from July 14, 2022, to the date the Court issues an Approval Order.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 "PAGA Notice" means Plaintiff's August 28, 2024, letter to A.S.I. and the LWDA, and Plaintiff's amended April 28, 2026, letter to A.S.I. and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.24 "Plaintiff" means Pablo Jaramillo, the named plaintiff in the Action.

1.25 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26 "Released Parties" means A.S.I. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.27 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28 "A.S.I." means named Defendant A.S.I Landscape Services, Inc.

## 2. RECITALS.

2.1 On December 13, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against A.S.I. for (1) Failure to Compensate All Hours Worked; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Rest Breaks; (4) Failure to Provide Proper Wage Statements; (5) Failure to Pay Compensation Upon Separation of Employment; (6) Failure to Reimburse Business Expenses; (7) Violations of Bus. & Prof. Code § 17200 et seq.; and (8) Violation of Labor Code §2698 et seq (PAGA) against Defendants. The Complaint is the operative complaint in the Action (the "Operative Complaint"). A.S.I. denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to A.S.I. and the LWDA by sending the PAGA Notice.

2.3 On February 19, 2025, the Parties stipulated to dismiss the class action claims, submit Plaintiff's individual claims, including his individual PAGA claims, to binding arbitration and stay his non-individual claims, including the non-individual PAGA claims pending the outcome of the arbitration.

2.4 On November 21, 2025, the Parties participated in an all-day mediation presided over by Mr. Kael Briski, Esq., which led to the Agreement.

2.5 Before mediation, Plaintiff obtained, through informal discovery, including Plaintiff's personnel records, earnings histories, and copies of wage statements. Defendants also provided Plaintiff's counsel with pertinent data for the alleged Aggrieved Employee Group so that the Parties could fully-investigate the claims at issue and understand their strengths and weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.6 The Parties agree to extend the PAGA Period to cover the period from July 14, 2022, to the date the Court issues an Approval Order.

## 3. MONETARY TERMS.

3.1 Gross Settlement Amount. A.S.I. promises to pay $90,000 and no more as the Gross Settlement Amount. A.S.I. has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to A.S.I.

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be $30,000, and PAGA Counsel Litigation Expenses Payment of not more than $10,000. A.S.I. will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds A.S.I. harmless, and indemnifies A.S.I., from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Plaintiff: Subject to Court approval, a Representative Service Payment that is not to exceed five thousand dollars and no cents ($5,000.00) to the named Plaintiff in recognition of his service as the PAGA Member responsible for bringing this action and achieving this Settlement. Defendant will not oppose requests for Court approval of Plaintiff's Service Payment as long as the amount requested does not exceed five thousand dollars and no cents ($5,000.00). If the Court approves a Representative Service Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The appropriate 1099 tax forms shall be provided by the Administrator to Plaintiff for any payment made pursuant to this Section. Plaintiff shall be solely responsible for any tax obligations relating to or arising from his receipt of payment made pursuant to this Section. In no event shall Defendant be required to pay any amount more than the Gross Settlement Amount.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $3,650 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $3,650, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 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.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, A.S.I. estimates there are 66 Aggrieved Employees who worked a total of 2,045 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days, A.S.I. will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. A.S.I. has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which A.S.I. must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants to the Settlement Administrator in nine (9) installments of $10,000 over the course of nine (9) months as follows: The First Installment of $10,000.00 shall be paid within thirty (30) days of the Approval Order ("First Installment"). The Second Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator sixty (60) days of the Approval Order ("Second Installment"). The Third Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator ninety (90) days of the Approval Order ("Third Installment"). The Fourth Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator one hundred and twenty (120) days of the Approval Order ("Fourth Installment"). The Fifth Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator one hundred and fifty (150) days of the Approval Order ("Fifth Installment"). The Sixth Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator one hundred and two hundred and ten (210) days of the Approval Order ("Sixth Installment"). The Seventh Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator two hundred and forty (240) days of the Approval Order ("Seventh Installment"). The Eighth Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator two hundred and seventy (270) days of the Approval Order ("Eighth Installment"). The Ninth Installment payment of $10,000.00 shall be made by Defendants to the settlement administrator here hundred (300) days of the Approval Order ("Ninth Installment"), after which, the settlement administrator shall make Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment, and the Administration Expenses Payment.

4.4 Payments from the Gross Settlement Amount. Within 14 days after A.S.I. funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose 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 Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate A.S.I. to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS**. Effective on the date when A.S.I. fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 <u>Plaintiff's Waiver of Rights Under Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, 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 Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)).

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 out of prior experiences 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 state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

**8. 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.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

**9. ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. 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 A.S.I. that any of the allegations in the Operative Complaint have merit or that A.S.I. has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that A.S.I.'s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, A.S.I. reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest A.S.I.'s defenses. The Settlement, this Agreement and 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).

9.2 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and A.S.I., 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.

9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and 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 or the Court for resolution.

9.5 No Prior Assignments. 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, A.S.I. 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.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by A.S.I. in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from A.S.I. unless, prior to the Administrator's payment of all Settlement funds, A.S.I. makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 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.

9.14 Calendar Days. Unless otherwise noted, all reference 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.

9.15 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:

LOYR, APC
Young W. Ryu (SBN: 266372);
Zachariah E. Moura (SBN: 279508)
Kee Seok Mah (SBN: 345736)
Harley M. Phleger (SBN: 351851)
1055 Wilshire Blvd., Suite 1460
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To A.S.I.:

FISHER & PHILLIPS LLP

Todd B. Scherwin
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9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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.

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

**PLAINTIFF PABLO JARAMILLO**

Signature: Pablo Jaramillo (Jun 30, 2026 14:31:34 PDT) Date: 06/30/2026

**DEFENDANT A.S.I. LANDSCAPE SERVICES, INC.**

Print Name: Israel Soriano Date: 06/26/2026

Title: President

Signature: ______________