

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Marcelo Arrieta, Plaintiff Ryan Carmona, and Plaintiff Erik Zarate (collectively “Plaintiffs”) and Defendants Conserve Landcare, Inc., Conserve Landcare Holdings, Inc., Conserve Landcare, LLC, and Sperber Landscape Companies, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ coordinated lawsuit alleging wage and hour violations against Defendants, captioned *CONSERVE LANDCARE WAGE AND HOUR CASES*, Included Actions: *Arrieta v. Conserve Landcare, Inc. et al.*, San Bernardino Superior Court Case No., CIVDS1935184 and *Zarate v. Conserve Landcare, LLC et al.*, San Bernardino Superior Court Case No. CIVSB221945, Case No. 30-2023-01356654-CU-OE-CXC, which were previously coordinated and assigned Judicial Council Coordination Proceeding Case No.: JCCP 5242, and are pending in the Superior Court of the State of California, County of San Bernardino.
- 1.2 “Administrator” means Apex Class Action Administration, 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 “Aggrieved Employee” means a person employed by Defendants as an hourly, non-exempt employee in California during the PAGA Period (defined below), regardless of whether they opt out of the settlement of the class claims.
- 1.5 “Class” means all hourly, non-exempt employees who worked for Defendants in California during the Class Period.
- 1.6 “Class Counsel” means Alexander Morrison + Fehr LLP, located at 1900 Avenue of the Stars, Suite 900, Los Angeles, CA 90067; Reich, Adell & Cvitan, located at 330 N. Brand Blvd., Suite 250, Glendale, CA 91203; and Lavi & Ebrahimian, LLP, located at 8889 W. Olympic Boulevard, Suite 200, Beverly Hills, CA 90211.
- 1.7 “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.
- 1.8 “Class Data” means Class Member identifying information in Defendants’

possession, including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Workweeks.

- 1.9 "Class Member" or "Settlement 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 an Aggrieved Employee).
- 1.10 "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.
- 1.11 "Class Notice" means the document entitled "COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL," to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 "Class Period" means the period from November 21, 2015 to the date of preliminary approval or June 1, 2025, whichever is earlier.
- 1.13 "Class Representatives" means the named Plaintiffs in the Action, namely Plaintiffs Marcelo Arrieta, Ryan Carmona, and Erik Zarate, seeking Court approval to serve as Class Representatives.
- 1.14 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 "Court" means the Superior Court of California, County of San Bernardino.
- 1.16 "Defendants" mean named Defendants Conserve Landcare, Inc., Conserve Landcare Holdings, Inc., Conserve Landcare, LLC, and Sperber Landscape Companies, LLC
- 1.17 "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, located at 12800 Center Court Drive South, Suite 300, Cerritos, CA 90703-9364.
- 1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur; or (c) if there are no objections and no appeal, the Effective Date shall be the date the Final Approval Order is entered.

- 1.19 "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 "Gross Settlement Amount" means \$750,000.00, which is the total amount Defendants agree 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 Litigation Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 1.23 "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.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Period Workweeks worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of any recovered penalties, under Labor Code § 2699, subdivision (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subdivision (i).
- 1.28 "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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "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.
- 1.30 "PAGA Period Workweeks" means any workweek during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.31 “PAGA Period” means the period from August 12, 2018 to the earlier of preliminary approval or June 1, 2025.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698, *et seq.*).
- 1.33 “PAGA Notice” means, collectively, both Plaintiff Marcelo Arrieta’s August 12, 2019 letter to Defendants and the LWDA and Plaintiff Erik Zarate’s March 25, 2021 letter to Defendants and the LWDA, providing notice pursuant to Labor Code § 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties of \$20,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit to the Administrator a valid and timely request for Exclusion from the Settlement.
- 1.36 “Plaintiffs” mean Marcelo Arrieta, Ryan Carmona, and Erik Zarate, the named Plaintiffs in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendants and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, consultants, and attorneys.
- 1.42 “Request for Exclusion” means a Class Member’s submission to the Settlement Administrator of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last

date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement; (b) fax, email or mail his, her, or their Objection to the Settlement; or (c) fax, email, or mail workweek disputes. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45 “Workweek” means any week during which a Class Member worked for any of the Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1 On November 21, 2019, Plaintiff Arrieta filed a Class Action Complaint alleging causes of action for (1) failure to pay prevailing wages in violation of California Labor Code §§ 1771 and 1774; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1194.2, and 1197; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194, 1811, 1815; (4) failure to provide accurate wage statements in violation of California Labor Code § 226(a); (5) failure to pay meal and rest period compensation in violation of California Labor Code §§ 226.7, 512, 558.1; (6) waiting time penalties in violation of California Labor Code §§ 201-203; (7) civil penalties pursuant to the Private Attorney General Act under California Labor Code §§ 2699 *et seq.*, and (8) violation of California Business & Professions Code § 17200, *et seq.*, in the San Bernardino County Superior Court, Case No. 21CIVDS1935184 (“Plaintiff Arrieta Lawsuit”).

2.2 On March 24, 2021, Plaintiff Erik Zarate filed a separate Class Action Complaint alleging causes of action for (1) failure to wages for all hours worked at minimum wage in violation of California Labor Code §§ 1194 and 1197; (2) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1194; (3) failure to authorize or permit meal periods in violation of California Labor Code §§ 512 and 226.7; (4) failure to authorize or permit rest periods in violation of California Labor Code § 226.7; (5) failure to indemnify employees for employment-related expenditures in violation of California Labor Code § 2802; (6) failure to timely pay earned wages during employment in violation of California Labor Code § 204; (7) failure to provide complete and accurate wage statements in violation of California Labor Code § 226; (8) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and (9) violation of California Business & Professions Code § 17200, *et seq.*, in Riverside County Superior Court, Case No. CVPS2101585 (“Plaintiff Zarate Class Action Lawsuit”). On June 1, 2021 Plaintiff Erik Zarate filed a separate PAGA Action lawsuit alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, in Riverside County Superior Court, Case No. CVPS2102932 (“Plaintiff Zarate PAGA Lawsuit”).

- 2.3 On October 27, 2021, the Riverside Superior Court, Judge Sunshine S. Sykes, granted the Stipulation and Proposed Order between Plaintiff Erik Zarate and Defendant to consolidate the Plaintiff Zarate Class Action Lawsuit and Plaintiff Zarate PAGA Lawsuit and subsequently transfer them to the San Bernardino Superior Court (the consolidated Plaintiff Zarate Class Action Lawsuit and Plaintiff Zarate PAGA Lawsuit are collectively referred to herein simply as the “Plaintiff Zarate Lawsuit”).
- 2.4 On November 24, 2021, another individual plaintiff named Edwin Maldonado De Leon also filed a wage hour class action, in the Riverside Superior Court, Case No. CVRI2105407, alleging the same claims, on behalf of the same putative class, and against the same named defendants as already alleged by Plaintiffs in the Plaintiff Arrieta Lawsuit and/or the Plaintiff Zarate Lawsuit (“Plaintiff Maldonado Lawsuit”).
- 2.5 On August 12, 2022, the Plaintiff Arrieta Lawsuit and Plaintiff Maldonado Lawsuit were coordinated under Judicial Council Coordination Proceeding Case No. JCCP 5242.
- 2.6 On November 3, 2023, the San Bernardino Superior Court issued an order consolidating the Plaintiff Arrieta Lawsuit, the Plaintiff Maldonado Lawsuit and the Plaintiff Zarate Lawsuit into a single consolidated action under Judicial Council Coordination Proceeding Case No. JCCP 5242.
- 2.7 On November 29, 2023, Plaintiffs filed a “Consolidated Class Action Complaint” against Defendants, captioned as *CONSERVE LANDCARE WAGE AND HOUR CASES*, in the San Bernardino County Superior Court, under Judicial Council Coordination Proceeding Case No. JCCP 5242, alleging causes of action for: (1) failure to pay prevailing wages in violation of California Labor Code §§ 1771 and 1774; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1194.2, and 1197; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194, 1811, 1815; (4) failure to provide accurate wage statements in violation of California Labor Code § 226(a); (5) failure to pay meal and rest period compensation in violation of California Labor Code §§ 226.7, 512, 558.1; (6) waiting time penalties in violation of California Labor Code §§ 201-203; (7) failure to indemnify for losses or expenditures in violation of California Labor Code § 2802; (8) civil penalties pursuant to the Private Attorney General Act under California Labor Code §§ 2699 et seq., and (9) violation of California Business & Professions Code § 17200, et seq. (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.8 On March 26, 2024, the Court entered an order dismissing the individual and class claims of Plaintiff Edwin Maldonado de Leon and the Plaintiff Maldonado Lawsuit from the Operative Complaint, leaving only the Plaintiff Arrieta Lawsuit and Plaintiff Zarate Lawsuit in the Operative Complaint, which constitutes the Action, herein.
- 2.9 In the meantime, on February 22, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to an agreed upon Mediator’s

Proposal, agreed upon by the Parties on February 6, 2025, and which subsequently led this Agreement to settle the Action.

- 2.10 Prior to mediation, Plaintiffs obtained, through formal and informal discovery, Defendants' policy documents related to the claims in the case, Plaintiffs' employment records, approximately a 5% sampling of the putative class members' time and payroll records, as well as the putative class members' names and contact information in order to conduct interviews and obtain supporting declarations. Subsequent to the mediation, Plaintiffs obtained an additional 25% sampling of the putative class members' time and payroll records, and an updated list of putative class members' names, contact information, job positions, hire and termination dates, and information regarding prevailing wage projects, bids and contracts. Plaintiffs also completed the deposition of Defendants' multiple Person Most Knowledgeable witnesses, payroll manager, and several supervisors. Plaintiffs' 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*").
- 2.11 The Court had not yet granted class certification when the case settled.
- 2.12 The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$750,000.00 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. Defendants have 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 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 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 Plaintiffs: Class Representative Service Payment to the Class Representatives in the amount of \$15,000.00 to Plaintiff Marcelo Arrieta, \$15,000.00 to Plaintiff Erik Zarate, and \$15,000 to Plaintiff Ryan Carmona in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed the foregoing amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court

approval for any Class Representative Service Payments no later than sixteen (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 retain the remainder in the Net Settlement Amount to be redistributed to members of the Class. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$94,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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 Plaintiffs' 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 will assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and will hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$20,000.00 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 less than \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment 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.
- 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty (20)% 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. Eighty (80)% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to

wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 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.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 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 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 1,840 Class Members who collectively worked a total of 151,038 Workweeks, and 1,653 Aggrieved Employees who worked a total of 125,949 PAGA Period Workweeks.

4.2 Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of 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. Defendants has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund 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.
- 4.4.1 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 (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. 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 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (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.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) calendar 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.
- 4.4.3 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 Code of Civil Procedure § 384, subdivision (b).

4.4.4 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.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs, for themselves and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement), including, but not limited to any actions relating to Plaintiffs' work, or arising out of Plaintiffs' employment, with Defendants and any of the Released Parties, and/or the conclusion of that work, or employment, or any actions relating directly or indirectly to any transaction, affairs or occurrences between them from the beginning of time and up to the Effective Date of this Agreement by all parties, including, but not limited to all loss, liability, damages, claims, charges, complaints, demands, and causes of action arising directly or indirectly out of or in any way connected with the above cited causes of action in the Operative Complaint and any claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C. section 206(d)(i) (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair Employment and Housing Act (discrimination including race, color, religion, sex, pregnancy, childbirth, or related medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation); (6) Title II of the Genetic Information Non-Disclosure Act (genetic information); (7) the California Labor Code; (8) the Wage Orders issued by the California Industrial Welfare Commission (wage and hour); (9) California Business and Professions Code section 17200 *et seq.*, (10) the Fair Labor Standards Act; (11) California Healthy Workplaces Healthy Families Act of 2014; (12) the California Family Rights Act; (13) other federal, state, or local laws, including administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; (14) any class or representative action claims; as well as (15) any claims for wrongful termination of employment, constructive

discharge, breach of contract, violation of public policy or common law, invasion of privacy, retaliation, intentional interference with contract or business expectancy, whistleblowing, intentional or negligent infliction of emotional distress, battery, discrimination, harassment, and hostile and/or unsafe working conditions. Other than in connection with this Action, in the event Plaintiff becomes a party, representative, or member of any claim against the Released Parties, Plaintiffs agree to waive their right to any monetary award in such an action. Nothing in this Agreement is intended to waive any of the following: (i) any rights Plaintiffs may have to unemployment benefits, vested benefits, disability benefits, social security benefits, or workers' compensation benefits in accordance with applicable law; (ii) claims that may arise after the Effective Date of this Agreement; (iii) claims which cannot be released by private agreement; or (iv) any rights to enforce this Agreement. It is the intention of the Parties not to limit this release and to make this release as broad and as general as the law permits. Excluded from this Agreement is any claim or right which cannot be waived by law, including all claims arising after the Effective Date of this Agreement, the right to file a charge with or participate in an investigation conducted by an administrative agency, and the right to enforce this Agreement. Plaintiffs are waiving, however, Plaintiffs' right to any monetary recovery if a federal, state, or local human rights commission or any other agency pursues any claim on Plaintiffs' behalf. ("Plaintiffs' Release.").

- 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code § 1542. Plaintiffs acknowledge and agree that it is Plaintiffs' intention that this Agreement shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, each and every claim, demand, action, contract, covenant, cause of action, obligation, debt, controversy, promise, agreement, liability, cost, expense, and lien, as referred to and released above, that Plaintiffs have or may have against Defendants and the Released Parties. In connection with such waiver and relinquishment, Plaintiffs acknowledge that Plaintiffs are aware that Plaintiffs may, after the signing of this Agreement, discover facts different from or in addition to the facts that they know or believe to be true with respect to the subject matter of this Agreement, but that it is Plaintiffs' intention to (as described above) fully, finally, absolutely, and forever settle any and all such claims, disputes, and differences that do now exist or previously have existed between the Parties. In furtherance of this intention, Plaintiffs intentionally and knowingly waive the benefits of section 1542 of the California Civil Code, which states:

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 Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective heirs, successors and assigns, release Defendants and Released Parties from all claims that were alleged, or that reasonably could have been alleged, based on the facts and claims

stated in the Operative Complaint which arose during the Class Period, including but not limited to the following claims and/or causes of action against the Released Parties: unpaid wages, including minimum wages, regular wages, overtime wages (including the calculation of the regular rate of pay), double time wages, and prevailing wages/benefits; failure to authorize and permit rest periods (including but not limited to payment of rest period premiums); failure to provide meal periods (including but not limited to payment of meal period premiums); wage statement violations, untimely wages during employment and wages due upon termination, waiting time penalties, reimbursement for all necessary business-related expenses, all derivative claims, and California Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1811, 1815, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (including without limitation, claims under 29 U.S.C. sections 206, 207, and 216), and the Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice (including but not limited to Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1811, 1815, 2800, and 2802 and all applicable Wage Orders as to the foregoing claims) (“Released PAGA Claims”). Even if an Aggrieved Employee chooses to opt out of the Settlement, they would still be bound by the Release of the PAGA claims herein.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklists for Approval of Class Action Settlements.

6.1 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel 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 settlement of the class claims as well as the PAGA civil penalties under Labor Code § 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval; (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their declarations, Plaintiffs and Class Counsel will aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. The Parties, by and through their respective counsel, are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar 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 will be responsible for delivering the Court's Preliminary Approval 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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 represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will aver 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 § 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than five (5) calendar 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, Class Workweeks and PAGA Period Workweeks in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation 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 Class Workweeks and PAGA Period Workweeks (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 three (3) court 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 Class Workweeks and/or PAGA Period Workweeks and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar 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 with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants 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 fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days) for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. 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 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 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 Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to

challenge the number of Class Workweeks and PAGA Period Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or 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. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Period Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Period Workweeks to Defense Counsel and Class Counsel and the Administrator's determination 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 oral 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 sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar 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 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including 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. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) court 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 and other identifying information 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).

- 7.8.2 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 Class Workweeks and/or PAGA Period Workweeks 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.
- 7.8.3 Class Workweek and/or PAGA Period Workweeks 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 Class Workweeks and/or PAGA Period Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4 Administrator’s Declaration. Not later than fourteen (14) calendar 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 will be responsible for filing the Administrator’s declaration(s) in court.
- 7.8.5 Final Report by Settlement Administrator. Within ten (10) calendar 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 its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar 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 will be responsible for filing the Administrator's declaration in court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** The Gross Settlement Amount was negotiated, in part, based on Defendants' representation that the Class Members worked approximately 151,308 Workweeks from November 21, 2015 to the date of execution of this Agreement. In the event the total number of Workweeks exceeds this number through the end of the Class Period (i.e., November 21, 2015 to the earlier of preliminary approval or June 1, 2025) by more than 10%, the settlement amount will be increased proportionately. For example, if the total number of Workweeks as of the date of preliminary approval is determined to be 11% higher than 151,308, the Gross Settlement Amount will be increased by 1%.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final 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 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 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. 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 Administration Expenses Payment shall not constitute a material modification to the Agreement within the

meaning of this paragraph.

- 10.3 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.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.
- 10.5 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 address the appellate court's concerns and to obtain Final Approval and entry of Judgment, 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.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does

grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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).

- 12.2 Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. The Parties shall, and hereby do, direct their respective counsel to abide by this provision. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. 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.
- 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.
- 12.5 Attorney Authorization. The Parties separately warrant and represent that they have authorized and hereby do authorize their respective counsel to take all appropriate action required or permitted to be taken 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.
- 12.6 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, 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.

- 12.7 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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. The Parties acknowledge and agree that neither Plaintiffs, Class Counsel, Defendants, 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.
- 12.13 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.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 the California Rules of Court. Not later than ninety (90) calendar 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 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.

12.16 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.

12.17 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 Plaintiffs	To Defendants
<p>Michael Morrison mmorrison@amflp.com Jacqueline Gil jgil@amflp.com ALEXANDER MORRISON + FEHR LLP 1900 Avenue of the Stars, Suite 900 Los Angeles, CA 90067 Telephone: (310) 394-0888</p> <p>Joseph Lavi jlavi@lelawfirm.com Vincent C. Granberry vgranberry@lelawfirm.com LAVI & EBRAHIMIAN, LLP 8889 W. Olympic Boulevard Suite 200 Beverly Hills, CA 90211 Telephone: (310) 432-0000</p>	<p>Steven D. Atkinson SAtkinson@aalrr.com Joshua N. Lange joshua.lange@aalrr.com ATKINSON, ANDELSON, LOYA, RUUD & ROMO A Professional Law Corporation 12800 Center Court Drive South, Suite 300 Cerritos, CA 90703-9364 Telephone: (562) 653-3200</p>

12.18 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.

12.19 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 § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

12.20 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

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APPROVED AS TO FORM AND CONTENT

PLAINTIFF MARCELO ARRIETA



Date: 7/24/25

PLAINTIFF RYAN CARMONA

Date:

PLAINTIFF ERIK ZARATE

Date:

DEFENDANTS CONSERVE LANDCARE,
INC. AND CONSERVE LANDCARE
HOLDINGS, INC.

Print Name:

Title:

Date:

DEFENDANTS CONSERVE LANDCARE,
LLC AND SPERBER LANDSCAPE
COMPANIES, LLC

Print Name:

Title:

Date:

APPROVED AS TO FORM ONLY

ALEXANDER MORRISON + FEHR LLP



Michael Morrison
Jacqueline Gil

Date: 8-7-2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi
Vincent C. Granberry

Date:

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Steven D. Atkinson
Joshua N. Lange

Date:

APPROVED AS TO FORM AND CONTENT

PLAINTIFF MARCELO ARRIETA

DEFENDANTS CONSERVE LANDCARE,
INC. AND CONSERVE LANDCARE
HOLDINGS, INC.

Date: 7/24/2025

Print Name:

Title:

Date:

PLAINTIFF RYAN CARMONA

Signed by:



Date: EAF5725E08BC498...

DEFENDANTS CONSERVE LANDCARE,
LLC AND SPERBER LANDSCAPE
COMPANIES, LLC

Print Name:

Title:

Date:

PLAINTIFF ERIK ZARATE

Date:

APPROVED AS TO FORM ONLY

ALEXANDER MORRISON + FEHR LLP

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Michael Morrison
Jacqueline Gil

Steven D. Atkinson
Joshua N. Lange

Date:

Date:

LAVI & EBRAHIMIAN, LLP

Joseph Lavi
Vincent C. Granberry

Date:

APPROVED AS TO FORM AND CONTENT

PLAINTIFF MARCELO ARRIETA

DEFENDANTS CONSERVE LANDCARE,
INC. AND CONSERVE LANDCARE
HOLDINGS, INC.

Date:

Print Name:
Title:
Date:

PLAINTIFF RYAN CARMONA

DEFENDANTS CONSERVE LANDCARE,
LLC AND SPERBER LANDSCAPE
COMPANIES, LLC

Date:

Print Name:
Title:
Date:

PLAINTIFF ERIK ZARATE

Erik Zarate

Date: 07/18/2025

APPROVED AS TO FORM ONLY

ALEXANDER MORRISON + FEHR LLP

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Michael Morrison
Jacqueline Gil

Steven D. Atkinson
Steven D. Atkinson
Joshua N. Lange

Date:

Date: 7/30/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi
Vincent C. Granberry

Date: 07/21/2025

APPROVED AS TO FORM AND CONTENT

PLAINTIFF MARCELO ARRIETA

DEFENDANTS CONSERVE LANDCARE, INC. AND CONSERVE LANDCARE HOLDINGS, INC.

Date:

Print Name: George L. Conzales

Title: Pres

Date: 7/22/2025

PLAINTIFF RYAN CARMONA

DEFENDANTS CONSERVE LANDCARE, LLC AND SPERBER LANDSCAPE COMPANIES, LLC

Date:

Print Name:

Title:

Date:

PLAINTIFF ERIK ZARATE

Erik Zarate

Date: 07/18/2025

APPROVED AS TO FORM ONLY

ALEXANDER MORRISON + FEHR LLP

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Michael Morrison
Jacqueline Gil

Steven D. Atkinson
Joshua N. Lange

Date:

Date:

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi
Vincent C. Granberry

Date: 07/21/2025

APPROVED AS TO FORM AND CONTENT

PLAINTIFF MARCELO ARRIETA

DEFENDANTS CONSERVE LANDCARE,
INC. AND CONSERVE LANDCARE
HOLDINGS, INC.

Date:

Print Name:

Title:

Date:

PLAINTIFF RYAN CARMONA

DEFENDANTS CONSERVE LANDCARE,
LLC AND SPERBER LANDSCAPE
COMPANIES, LLC

Date:

Print Name:

Title:

Date:

PLAINTIFF ERIK ZARATE

Erik Zarate

Quiz

CMLO

7/30/25

Date: 07/18/2025

APPROVED AS TO FORM ONLY

ALEXANDER MORRISON + FEHR LLP

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Michael Morrison
Jacqueline Gil

Steven D. Atkinson
Joshua N. Lange

Date:

Date:

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi
Vincent C. Granberry

Date: 07/21/2025

EXHIBIT “A”

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

Conserve Landcare Wage and Hour Cases, Case No. JCCP 5242

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 Conserve Landcare, Inc., Conserve Landcare Holdings, Inc., Conserve Landcare, LLC, and Sperber Landscape Companies, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Marcelo Arrieta, Ryan Carmona, and Erik Zarate (“Plaintiffs”), former employee of Defendants, and seeks compensation due to alleged (1) unpaid wages, including minimum wage, overtime, and prevailing wages, unreimbursed employment-related expenses, as well as meal and rest break premiums, inaccurate wage statements, and waiting time penalties for a class of non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (November 21, 2015 to June 1, 2025); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants during the PAGA Period (August 12, 2018 to June 1, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ 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 Defendants’ 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 Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved

Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Class Period wage claims and PAGA Period penalty claims against Defendants.
- (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 wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 and expense claims against Defendants 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. 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members.</p> <p>You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>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.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by </p>	<p>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 workweeks you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Workweeks you worked according to Defendants’ 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.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all wages, including minimum wage, overtime, and prevailing wages; failing to reimburse employment-related expenses; failure to pay meal and rest break premiums; maintaining inaccurate wage statements, and derivative waiting time penalties. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Alexander Morrison + Fehr LLP, located at 1900 Avenue of the Stars, Suite 900, Los Angeles, CA 90067; Reich, Adell & Cvitan, located at 330 N. Brand Blvd., Suite 250, Glendale, CA 91203; and Lavi & Ebrahimian, LLP, located at 8889 W. Olympic Boulevard, Suite 200, Beverly Hills, CA 90211. (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an

effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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 Aggrieved Employees. 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. Defendants Will Pay \$750,000 as the Gross Settlement Amount (“Gross Settlement”). Defendants have 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, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement after the Judgment entered by the Court becomes final. The Judgment will be final 61 days after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$250,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$94,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000 each to Plaintiff Marcelo Arrieta, Plaintiff Ryan Carmona, and Plaintiff Erik Zarate as their Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment

and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to this allocation, 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 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 (which will be no less than 180 days after issuance), your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name for you to claim at a later time.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 via mail, email, or fax a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, email address or telephone number, and a simple statement requesting to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the claims made by Plaintiffs against Defendants.

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 Defendants based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, process Class Members’ Requests for Exclusion, and any objections to settlement. 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 Defendants have fully funded the Gross Settlement, 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 Defendants or related entities for wages, penalties, or expenses 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:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Defendants and Released Parties from all claims, rights, demands, liabilities, damages, penalties, rights, suits, debts, obligations, and causes of action, whether known or unknown, that were alleged, or that reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and PAGA Notice, which arose during the Class Period, which includes but is not limited to the following claims and/or causes of action against the Released Parties: unpaid wages, including minimum wages, regular wages, overtime wages (including the calculation of the regular rate of pay), double time wages, and prevailing wages/benefits; failure to authorize and permit rest periods (including but not limited to payment of rest period premiums); failure to provide meal periods (including but not limited to payment of meal period premiums); wage statement violations, untimely wages during employment and wages due upon termination, waiting time penalties, reimbursement for all necessary business-related expenses, all derivative claims, and California Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1811, 1815, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (including without limitation, claims under 29 U.S.C. sections 206, 207, and 216), and the Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

The Released Parties are Defendants and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, consultants, and attorneys.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, 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 PAGA Period facts and Labor Code sections stated in the Operative Complaint and the PAGA Notice (including but not limited to Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1811, 1815, 2800, and 2802 and all applicable Wage Orders as to the foregoing claims) ("Released PAGA Claims"). Even if an Aggrieved Employee chooses to opt out of the Settlement, they would still be bound by the Release of the PAGA claims herein.

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 \$5,000 by the total number of PAGA Period Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Period Workweeks you worked during the PAGA Period, as recorded in Defendants records, are stated in the first page of this

Notice. You have until [REDACTED] to challenge the number of Class Workweeks and/or PAGA Period Workweeks 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 resolve Class Workweeks and/or PAGA Period Workweeks challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. 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, checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. This may be a single check that 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 Aggrieved Employee 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 the Administrator by fax, email, or mail with your name, present address, email address or 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. You cannot opt-out of the PAGA portion of the Settlement, however. Be sure to personally sign your request, identify the Action as *Conserve Landcare Wage and Hour Cases*, and include your identifying information (full name, address, email address or telephone number). 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 Plaintiffs and Defendants are asking the Court to

approve. At least days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are 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. You can also view them on the Administrator's Website ([REDACTED]) or the Court's website by going to <https://cap.sb-court.org/search> and entering the Case Number for the Action, Case No. JCCP5242. You can also make an appointment to personally review court documents in the Clerk's Office at by calling (909) 708-8678.

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].** 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 oral objections at the Final Approval Hearing. Any Participating Class Member wishing to present oral objections to the Settlement should notify Class Counsel and Defense Counsel of his/her intent to do so no later than three (3) calendar days before the Final Approval Hearing. 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 (*Conserve Landcare Wage and Hour Cases*) and include your name, current address, email address or telephone number, 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 on [REDACTED] at [REDACTED] in Department S27 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415. 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, Plaintiffs 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 to attend) either personally or by remote video using the link on the Court's website (<https://www.zoomgov.com/my/dept.s27>). Check the Court's website for the most current information at www.sb-court.org.

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 Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrators' website at [REDACTED].

You can also 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://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. JCCP5242. You can also make an appointment to personally review court documents in the Clerk's Office at by calling (909) 708-8678.

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

Class Counsel:

Names of Attorneys: Michael Morrison, Jacqueline Gil

Email Address: mmorrison@amfllp.com; jgil@amfllp.com

Name of Firm: Alexander Morrison + Fehr LLP

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Vicent Granberry, Esq.

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Malcolm Clayton, Esq.

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Beverly Hills, CA 90211

Telephone (310) 432-0000

Facsimile (310) 432-0001

E-mail Address: mrodriguez@lelawfirm.com;

jlavi@lelawfirm.com;

vgranberry@lelafirm.com

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Fax Number: [REDACTED]

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 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

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.