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 12 Victor Penate and Mikail Odubona individually,  
 13 and on behalf of all others similarly situated.

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23 Attorneys for Defendants Speedy Weedy La Mesa, LLC;  
 24 Speedy Weedy Santa Ana, LLC; Speedy Weedy Vista, LLC;  
 25 and Welcome The Healing Touch, Inc.

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 27 **FOR THE COUNTY OF SAN DIEGO**

28 ROBERT GONZALEZ, individually and on  
 behalf of all others similarly situated,

Plaintiffs,

vs.

SPEEDY WEEDY; SPEEDY WEEDY LA  
 MESA, LLC; SPEEDY WEEDY SANTA ANA,  
 LLC; SPEEDY WEEDY VISTA, LLC and DOES  
 1-10, inclusive,

Defendants.

Case No. 37-2021-00008727-CU-OE-NC

*Assigned for all purposes to:  
 Hon. Blaine K. Bowman  
 Dept.N-31*

**JOINT STIPULATION OF SETTLEMENT**

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiffs Robert Gonzalez, Blake Bixel,  
7 Victor Penate and Mikail Odubona (“Named Plaintiffs”) and the Class Members, on the one hand,  
8 and Defendants Speedy Weedy La Mesa LLC; Speedy Weedy Santa Ana, LLC and Speedy Weedy  
9 Vista, LLC, and Welcome The Healing Touch, Inc. (“Speedy Weedy” or “Defendants”), on the other  
10 hand. Named Plaintiffs and Defendants collectively are referred to in this Agreement as “the Parties.”

11 On March 1, 2021, Plaintiff Gonzalez filed a class action Complaint against Defendants.

12 On May 4, 2021, Plaintiffs Gonzalez and Penate submitted a letter to the California Labor &  
13 Workforce Development Agency (LWDA) alleging Labor Code violations committed by  
14 Defendants.

15 On October 18, 2021, Plaintiffs Gonzalez and Penate filed a First Amended Complaint  
16 against Defendants adding a cause of action under the Private Attorneys General Act (PAGA).

17 On January 24, 2022, Plaintiffs Gonzalez, Penate, Bixel, and Odubona submitted a  
18 supplemental letter to the LWDA alleging Labor Code violations committed by Defendants.

19 Procedurally, the Parties attended a full-day Mediation on April 28, 2022, with mediator Gig  
20 Kyriacou, Esq. via videoconference. With the assistance of Mr. Kyriacou, and through continued  
21 negotiations following mediation, the Parties reached the following binding Settlement to globally  
22 resolve all class and representative wage and hour claims asserted in the operative Complaint in the  
23 Action (on July 26, 2022, a Second Amended Complaint was filed to include all California hourly  
24 non-exempt employees of Defendants adding Plaintiff Odubona and Bixel as class representatives).  
25 The Parties agreed the Second Amended Complaint would be filed for the purposes of facilitating  
26 settlement only; Defendants make no admissions as to the allegations and dispute all liability.  
27 Furthermore, once the Second Amended Complaint is filed, the Parties agree to stay any requirement  
28 to file a responsive pleading pending the approval of the settlement reflected in this Agreement.

1 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
2 concluded by agreement of Defendants to pay the settlement amount of Seven Hundred Seventy-  
3 Seven Thousand Six Hundred Forty-Five Dollars and Zero Cents (\$777,645.00) as provided in  
4 Section 3.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this  
5 Agreement and for the consideration set forth herein, including but not limited to, a release of all  
6 claims by Named Plaintiffs and the Class Members as set forth herein.

7 **ARTICLE I**

8 **DEFINITIONS**

9 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
10 meanings ascribed to them as set forth below:

11 a. “Action” means the action described as follows: “*Robert Gonzalez v. Speedy Weedy;*  
12 *Speedy Weedy La Mesa, LLC, et al.,*” Case No. 37-2021-00008727-CU-OE-NC, commenced on  
13 March 1, 2021, in the Superior Court of the State of California for the County of San Diego.

14 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
15 Exhibit(s).

16 c. “Class” means all current and former independent contractors and hourly non-exempt  
17 employees who performed work for Defendants in California at any time during the Class Period,  
18 including: (1) all members of the Class who performed work for Speedy Weedy La Mesa LLC,  
19 Speedy Weedy Santa Ana, LLC, Speedy Weedy Vista, LLC, and Welcome The Healing Touch, Inc.  
20 as independent contractors at any time from September 4, 2016 through June 1, 2022; (2) all  
21 members of the Class who performed work for Speedy Weedy La Mesa LLC, Speedy Weedy Santa  
22 Ana, LLC, Speedy Weedy Vista, LLC, and Welcome The Healing Touch, Inc. as non-exempt  
23 employees at any time from September 4, 2016 through June 1, 2022.

24 d. “Class Counsel” means the attorneys for the Classes and the Class Members, who  
25 are:

26 AEGIS LAW FIRM, PC  
27 Samuel A. Wong  
28 Kashif Haque  
Jessica L. Campbell

1 Fawn F. Bekam  
2 9811 Irvine Center Drive, Suite 100  
3 Irvine, California 92618  
4 Telephone: (949) 379-6250  
5 Facsimile: (949) 379-6251

6 e. "Class List" means a list based on Defendants' business records that identifies each  
7 Class Member's name, last known home or mailing address, Social Security number or, as  
8 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying  
9 Workweeks worked during the Class Period.

10 f. "Class Member(s)" means all members of the Class.

11 g. "Class Period" means September 4, 2016 through June 1, 2022.

12 h. "Court" means the California Superior Court for the County of San Diego, where the  
13 Action is currently pending.

14 i. "Date of Finality" means the later of the following: (1) the date the Final Order is  
15 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no  
16 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or  
17 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)  
18 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes  
19 final.

20 j. "Defendants" means Defendants Speedy Weedy La Mesa LLC; Speedy Weedy Santa  
21 Ana, LLC; Speedy Weedy Vista, LLC; and Welcome The Healing Touch, Inc.

22 k. "Defense Counsel" means counsel for Defendants:

23 **FISHER & PHILLIPS LLP**  
24 Christopher H. Conti  
25 Jason A. Fischbein  
26 47 47 Executive Drive, Suite 1000  
27 San Diego, California 92121  
28 Telephone: 858-597-9600  
Facsimile: 858-597-9601

1. "Disposition" means the method by which the Court approves the terms of the  
Settlement and retains jurisdiction over its enforcement, implementation, construction,  
administration, and interpretation.

1 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final  
2 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
3 accordance with the terms herein, approving this Agreement.

4 n. "Gross Settlement Amount" means Seven Hundred Seventy-Seven Thousand Six  
5 Hundred Forty-Five Dollars and Zero Cents (\$777,645.00) to be paid by Defendants as provided by  
6 this Agreement to settle this Action. All payments to the Class, administration costs, attorney's fees  
7 and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross  
8 Settlement Amount. The employer's share of payroll taxes arising from the payments made under  
9 this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement  
10 Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)  
11 below. No part of the Gross Settlement Amount shall revert to Defendants.

12 o. "Incentive Awards" means a monetary amount of up to Thirty-Five Thousand Dollars  
13 and Zero Cents (\$35,000.00) total for the Named Plaintiffs, Fifteen Thousand Dollars (\$15,000) for  
14 Robert Gonzalez; Ten Thousand Dollars (\$10,000) for Victor Penate and Five Thousand Dollars  
15 (\$5,000) each for Blake Bixel and Mikail Odubona, subject to Court approval, in recognition of their  
16 effort and work in prosecuting the Action on behalf of Class Members, and for their general release  
17 of claims.

18 p. "Individual Settlement Payment(s)" means each Participating Class Member's  
19 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
20 by the calculations provided in this Agreement.

21 q. "LWDA" means The State of California Labor and Workforce Development Agency.

22 r. "LWDA Payment" means 75% of the \$20,000 allocated to the settlement of PAGA  
23 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of  
24 this Agreement, as provided for below.

25 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,  
26 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
27 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
28 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,  
2 including any evidence as may be required for the Court to grant preliminary approval of the  
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiffs" means Robert Gonzalez, Blake Bixel, Victor Penate and Mikail  
5 Odubona.

6 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved  
7 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA  
8 Payment, pursuant to Section 3.06(a)-(f) below.

9 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the  
10 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
11 to Section 3.04(b) below.

12 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form  
13 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

14 y. "PAGA" means the California Private Attorneys General Act of 2004, which is  
15 codified in California Labor Code §§ 2698 *et seq.*

16 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount  
17 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have  
18 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court  
19 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the  
20 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group  
21 Members.

22 aa. "PAGA Group Members" means all Class Members employed by Defendants at any  
23 time between March 1, 2020 through June 1, 2022 ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely  
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
27 Member will be paid his/her Individual Settlement Payment.

28

1 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the  
2 Settlement embodied in this Agreement.

3 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
5 Administrator for the benefit of Participating Class Members.

6 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked  
7 for Defendants during the Class Period.

8 ff. "Additional Released Parties" means Defendants, Welcome Theas well as Speedy  
9 Weedy Corona LLC; Green Rose Green Leaf Care, Inc.; Monex Place Wellness, Inc.; SW Holding,  
10 LLC; Dijla Alsaigh, Najah Alsaigh, Lika Alsaigh, Amar Alsaigh, and Frank Alsaigh.

11 gg. "Response Deadline" means the deadline by which Class Members must postmark or  
12 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
13 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by  
14 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal  
15 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
16 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-  
17 mailing.

18 hh. "Settlement Administration Costs" means all costs incurred by the Settlement  
19 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
20 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
21 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
22 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive  
23 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross  
24 Settlement Amount.

25 ii. "Settlement Administrator" means Phoenix Settlement Administrators, which the  
26 Parties have agreed will be responsible for the administration of the Individual Settlement Payments  
27 to be made by Defendants from the Gross Settlement Amount and related matters under this  
28 Agreement.

1 **ARTICLE II**

2 **CONTINGENT NATURE OF THE AGREEMENT**

3 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

4 Because the Parties have stipulated to the certification of the Class with respect to all causes  
5 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
6 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis  
7 and for the sole purpose of settling the Action only. This Agreement is contingent upon the approval  
8 and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were  
9 willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be  
10 admissible in connection with, the issue of certification of the Class with respect to all causes of  
11 action alleged in the Action. Defendants do not consent to certification of the Class for any purpose  
12 other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if  
13 Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be  
14 vacated and Named Plaintiffs, Defendants, and the Class will be returned to their positions with  
15 respect to the Action as if the Agreement had not been entered into. In the event that the Date of  
16 Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any  
17 class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited  
18 thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the  
19 fact that Defendants did not oppose the certification of a Class under this Agreement, or that the  
20 Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by  
21 any person or entity, including in any manner whatsoever, including without limitation any contested  
22 proceeding relating to the certification of any class. If the Date of Finality does not occur, this  
23 Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be  
24 referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge  
25 the propriety of class certification in the Action for any purpose, if the Date of Finality does not  
26 occur.

27 The Parties and their respective counsel shall take all steps that may be requested by the Court  
28 relating to the approval and implementation of this Agreement and shall otherwise use their



1 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
2 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
3 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
4 resolution, the Parties agree to seek the assistance of mediator Gig Kyriacou to resolve the dispute.

### 5 **ARTICLE III**

#### 6 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

7 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
8 follows:

##### 9 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

10 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying  
11 the Class to include all claims pled in the Action based on the preliminary approval of this  
12 Agreement. The date that the Court grants preliminary approval of this Agreement will be the  
13 "Preliminary Approval Date."

##### 14 **Section 3.02: The Settlement Administrator**

15 The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and  
16 to act as the Settlement Administrator, including but not limited to distributing and responding to  
17 inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net  
18 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement  
19 Payment checks and distributing them to Participating Class Members, establishing and maintaining  
20 the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award  
21 checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The  
22 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

23 All costs of administering the Settlement, including but not limited to all costs and fees  
24 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
25 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
26 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
27 returns and any other filings required by any governmental taxing authority or agency, all costs and  
28 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the

1 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
2 incurred and/or charged by the Settlement Administrator in connection with the execution of its  
3 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement  
4 Administrator from the Gross Settlement Amount.

5 **Section 3.03: Notice to Class Members**

6 No later than fifteen (15) calendar days after the Preliminary Approval Date, Defendants will  
7 provide the Settlement Administrator with a “Class List” in electronic format based on its business  
8 records, identifying the names of the Class Members, their last known home addresses, Social  
9 Security numbers or, as applicable, other taxpayer identification number, their dates of employment  
10 and weeks worked during the Class Period provided this information is available to Defendants. The  
11 Parties agree the Social Security Numbers will be used only by the Settlement Administrator for the  
12 sole purpose of identification, confirmation of being a Class Member and effectuating the Settlement  
13 and will not be provided to Class Counsel at any time or in any form, except as may be specifically  
14 necessary to address any specific issues with the claims process. The Settlement Administrator will  
15 provide Defendants with a signed Confidentiality Agreement (or similar agreement) confirming it  
16 will handle the sensitive Class Member private information in a secure manner with limited access.  
17 In the event of Class Member outreach and/or further investigation to locate Class Members is  
18 necessary to increase the Class Members’ participation rate in the Settlement, or to resolve disputes  
19 relating to Class Members’ estimated share of the Net Settlement Amount, the Parties will meet and  
20 confer regarding provision of the contact information and/or workweek information to Class Counsel  
21 for this limited purpose. The spreadsheet provided for above shall be based on Defendants’ available  
22 payroll and other business records and provided in a reasonable format acceptable to the Settlement  
23 Administrator.

24 Within thirty (30) calendar days of Preliminary Approval of this Settlement, the Settlement  
25 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
26 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
27 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate  
28 share of the Net Settlement Amount. Class Members will have thirty (30) days from the date of

1 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
2 Settlement Administrator will check all Class Member addresses against the National Change of  
3 Address database and shall update any addresses before mailing. The Settlement Administrator will  
4 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
5 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
6 have fifteen (15) calendar days from the re-mailing, or thirty (30) calendar days from the date of the  
7 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class  
8 Members shall not be required to submit claim forms in order to receive a proportional share of the  
9 Net Settlement Amount.

10         If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
11 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
12 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
13 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
14 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
15 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
16 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
17 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
18 Individual Settlement Payments to all Participating Class Members.

19         If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
20 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
21 status report provided to the Parties.

22         In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
23 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
24 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
25 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
26 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
27 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
28

1 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
2 procedures set forth in Section 3.06(g) below.

3 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
4 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
5 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
6 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
7 exclusion and objections that the Settlement Administrator received.

8 **Section 3.04: Responses to Notice**

9 **a. Class Member Disputes**

10 If any Class Member disagrees with Defendants' records as to his or her Qualifying  
11 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set  
12 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period  
13 and submit such writing to the Settlement Administrator by the Response Deadline, along with any  
14 supporting documentation. The Notice will also provide a method for the Class Member to challenge  
15 the employment data on which his or her Individual Settlement Payment is based. The Settlement  
16 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith  
17 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the  
18 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on  
19 the information provided to it.

20 **b. Requests for Exclusion from Class**

21 In order for any Class Member to validly exclude himself or herself from the Class and this  
22 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
23 Member or his or her authorized representative, and must be sent to the Settlement Administrator by  
24 First Class U.S. Mail or the equivalent, postmarked no later than the Response Deadline (or fifteen  
25 (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is  
26 later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from  
27 the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for  
28 exclusion. The request for exclusion must state that he/she has received the Notice Packet, decided

1 not to participate in the Settlement, and words to the effect that he/she desires to be excluded from  
2 the Settlement. The request for exclusion must also state the individual's full name, address, last four  
3 (4) digits of their Social Security Number, their date of birth, and be signed under penalty of perjury  
4 by the individual to be considered valid. The date of the initial mailing of the Notice Packet, and the  
5 date the signed request for exclusion was postmarked, shall be conclusively determined according to  
6 the records of the Settlement Administrator. Any Class Member who timely and validly requests  
7 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement  
8 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any  
9 right to object, appeal, or comment thereon.

10 Any Class Member who fails to timely submit a request for exclusion shall automatically be  
11 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
12 determined by the Court's Final Order Approving Settlement of Class Action, and by the other  
13 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
14 and/or released in this Agreement will be extinguished.

15 If more than 10% of Class Members opt out of the Settlement, Defendants may, at their  
16 election, rescind the Settlement. Defendants must exercise this right of rescission, in writing, to Class  
17 Counsel, within 10 calendar days after the Settlement Administrator notifies the parties of the total  
18 number of opt outs. If Defendants choose to rescind the Settlement, they shall be responsible for  
19 paying any costs incurred by the Settlement Administrator.

20 **c. Objections to Settlement**

21 For any Class Member to object to this Agreement, or any term of it, the person making the  
22 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
23 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
24 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
25 a written statement of the grounds of objection, signed by the objecting Class Member or his or her  
26 attorney, along with all supporting papers. The objection must state the Class Member's full name,  
27 address, date of birth, the dates he/she worked as a non-exempt hourly California employee with  
28 Defendants and be signed by the Class Member. To be valid and effective, any objections to approval

1 of the Settlement must be filed with the Clerk of the San Diego County Superior Court and delivered  
2 to the Settlement Administrator, Class Counsel and counsel for Defendants by the Response  
3 Deadline. The date of the initial mailing of the Notice Packet, and the date the signed objection was  
4 postmarked, shall be conclusively determined according to the records of the Settlement  
5 Administrator. The Settlement Administrator shall send any objections it receives to Defense  
6 Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear  
7 at the final approval hearing to object. The Court retains final authority with respect to the  
8 consideration and admissibility of any Class Member objections. If the Court rejects the objection,  
9 the individual will be bound by the terms of the Settlement.

10 **d. Encouragement of Class Members**

11 The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
12 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
13 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
14 Class Members.

15 **e. Right of Plaintiffs to Adjust Gross Settlement Amount**

16 If the number of employees exceeds 515 or the number of workweeks exceeds 17,281 by  
17 more than 10%, the Gross Settlement Amount will increase pro rata per additional class member or  
18 additional workweek, whichever is greater.

19 **Section 3.05: Final Fairness and Approval Hearing**

20 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
21 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
22 and determine whether the Court should give it final approval, and (2) consider any objections made  
23 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
24 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
25 Proposed Final Order Approving Settlement of Class Action.

1           **Section 3.06: Settlement Payment Procedures**

2                   **a. Settlement Amount**

3           In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the  
4 Gross Settlement Amount in the amount of Seven Hundred Seventy-Seven Thousand Six Hundred  
5 Forty-Five Dollars (\$777,645.00), subject to a pro rata increase under the condition set forth in  
6 Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to  
7 Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs,  
8 PAGA Settlement Amount, and the Incentive Payments.

9           Within thirty (30) calendar days after the Court signs the Final Order, Defendants shall  
10 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set  
11 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the  
12 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator  
13 will use these funds to fund payment of the Individual Settlement Payments to Participating Class  
14 Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and  
15 the Settlement Administration Costs.

16           Within ten (10) court days after receiving Defendants' final payment, funding the Gross  
17 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
18 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
19 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement  
20 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a  
21 search based on the National Change of Address Database to update and correct for any known or  
22 identifiable address changes.

23                   **b. Payment of Attorneys' Fees and Costs**

24           Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
25 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two  
26 Hundred Fifty-Nine Thousand Two Hundred Fifteen Dollars and Zero Cents (\$259,215.00). Class  
27 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars  
28 (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final

1 Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in  
2 these amounts. Class Counsel shall serve Defendants with copies of all documents submitted in  
3 support of their application for an award of attorneys' fees and costs.

4 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
5 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
6 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
8 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
9 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
10 will be reallocated to the Net Settlement Amount.

11 **c. Payment of Settlement Administration Costs**

12 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
13 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Nine  
14 Thousand Seven Hundred and Fifty Dollars (\$9,750.00).

15 **d. Payment of Incentive Award to Named Plaintiffs**

16 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up  
17 to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) total for the Named Plaintiffs, Fifteen  
18 Thousand Dollars (\$15,000) for Robert Gonzalez; Ten Thousand Dollars (\$10,000) for Victor Penate  
19 and Five Thousand Dollars (\$5,000) each for Blake Bixel and Mikail Odubona, the request for which  
20 Defendants will not object to or oppose. The Incentive Awards shall be paid out of the Gross  
21 Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than  
22 Named Plaintiffs. To the extent that the Court approves less than the amount of incentive award that  
23 Class Counsel request, the difference between the requested and awarded amounts will be reallocated  
24 to the Net Settlement Amount.

25 Because it is the intent of the Parties that the Incentive Awards represent payment to Named  
26 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will  
27 not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form  
28



1 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing  
2 authorities as required by law.

3 **e. Payment to the Labor and Workforce Development Agency**

4 In consideration of claims made under PAGA, Class Counsel will request that the Court  
5 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these  
6 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and  
7 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid  
8 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose  
9 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.  
10 The Court’s adjustment, if any, of the amount allocated to Named Plaintiffs’ PAGA claim in the  
11 Action, will not invalidate this Agreement.

12 **f. Payment of Individual Settlement Payments to Participating Class Members**

13 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
14 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
15 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
16 each Class Member. To calculate the minimum amount each Class Member will receive based on  
17 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
18 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated  
19 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class  
20 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice  
21 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to  
22 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the  
23 individual Qualifying Workweeks worked during the Class Period by each Participating Class  
24 Member.

25 Each Individual Settlement Payment will represent wages and penalties allocated using the  
26 following formula: 20% allocated to wages; 10% allocated to interest, and 70% allocated to penalties.  
27 The amounts paid as wages shall be subject to all tax withholdings customarily made from an  
28 employee’s wages and all other authorized and required withholdings and shall be reported by W-2

1 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement  
2 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required  
3 withholdings other than the tax withholdings customarily made from employees' wages and shall be  
4 reported by IRS 1099 forms.

5 No later than ten (10) business days after receiving the Gross Settlement Amount from  
6 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual  
7 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
8 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
9 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
10 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
11 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
12 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
13 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
14 of that 180-day time period will be void, and the uncashed funds shall be paid out pursuant to Code  
15 of Civil Procedure section 384(b)(3) to ABA Military Pro Bono Project, with it being allocated under  
16 the doctrine of *cy pres*.

17 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address  
20 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
21 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
22 Settlement Administrator will tender the funds pursuant to Code of Civil Procedure section 384(b)(3)  
23 to ABA Military Pro Bono Project, with it being allocated under the doctrine of *cy pres*.

24 **g. No Additional Benefit or Credit Toward Benefit Plans.**

25 The Individual Settlement Payments made to Participating Class Members under this  
26 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
27 calculate any additional wages, compensation, or benefits under any benefit plans to which any Class  
28 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)

1 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
2 Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or  
3 amounts to which any Class Members may be entitled under any benefit plans. It is the intent of this  
4 Settlement that the Settlement Awards provided for in this Stipulation of Settlement are the sole  
5 payments to be made by Defendants to the Class Members in connection with this Settlement, and  
6 that the Class Members are not entitled to any new or additional compensation or benefits as a result  
7 of having received the Settlement Awards (notwithstanding any contrary language or agreement in  
8 any benefit or compensation plan document that might have been in effect during the period covered  
9 by this Settlement).

#### 10 ARTICLE IV

#### 11 LIMITATIONS ON USE OF THIS SETTLEMENT

##### 12 **Section 4.01: No Admission**

13 Defendants dispute the allegations in the Action and dispute that, but for this Settlement, a  
14 Class should not have been certified in the Action. This Agreement is entered into solely for the  
15 purpose of settling highly disputed claims.. Nothing contained herein, nor the consummation of this  
16 Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability,  
17 negligence or wrongdoing on the part of Defendants or the Additional Released Parties, which  
18 specifically deny any liability, culpability, negligence, or wrongdoing towards the Class and PAGA  
19 Representatives, the Class Members, or any other person. No part of this Agreement shall constitute  
20 an admission on behalf of Defendants or the Additional Released Parties of the accuracy of any fact  
21 or allegation against it or that this Action can proceed as a class action. Each of the Parties hereto  
22 has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and  
23 litigation with the attendant inconvenience and expenses. The Parties agree that this Stipulation of  
24 Settlement is not evidence that the Action filed by Plaintiffs has any merit, nor does it constitute an  
25 admission of any wrongdoing by Defendants or the Additional Released Parties, which does not  
26 admit to the suitability of this case for class action litigation other than for purposes of this  
27 Settlement.  
28

1           **Section 4.02: Non-Evidentiary Use**

2           Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Additional Released  
5 Parties, including but not limited to, evidence of a presumption, concession, indication, or admission  
6 by any of the Additional Released Parties of any liability, fault, wrongdoing, omission, concession,  
7 or damage, or (b) disclosed, referred to, or offered in evidence against any of the Additional Released  
8 Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement  
9 pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of  
10 his or her claims released through this Agreement.

11           **Section 4.03: Nullification**

12           The Parties have agreed to the certification of the Class encompassing all claims alleged in  
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25           In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiffs and  
5 Participating Class Members who do not opt out of the Settlement, release Defendants Speedy Weedy  
6 La Mesa LLC; Speedy Weedy Santa Ana, LLC; Speedy Weedy Vista, LLC; and Welcome The  
7 Healing Touch, Inc., the Additional Released Parties (including Speedy Weedy Corona LLC; Green  
8 Rose Green Leaf Care, Inc.; Monex Place Wellness, Inc.; SW Holding, LLC; Dijla Alsaigh, Najah  
9 Alsaigh, Lika Alsaigh, Amar Alsaigh, and Frank Alsaigh), and their former, present and future  
10 owners, parents, subsidiaries, affiliated corporations entities and license holders, and all of their  
11 current, former and future officers, directors, members, managers, employees, consultants, partners,  
12 shareholders, joint venturers, agents, successors, assigns, accountants, insurers and/or legal  
13 representatives, from any and all claims which have been or could have been asserted in the lawsuits  
14 and underlying PAGA letters, including but not limited to any and all claims for wages, liquidated  
15 damages, violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558,  
16 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and/or applicable  
17 IWC Wage Orders, governing: meal and rest breaks, minimum wages, overtime and double time  
18 wages; any and all theories for or related to unpaid wages, including but not limited to off-the-clock  
19 work, meal period violations, and/or unpaid premiums, rest period violations and/or unpaid  
20 premiums, or any and all other claims giving rise to minimum wage and/or overtime violations; wage  
21 statement violations; separation pay violations; failure to reimburse business expenses; unfair  
22 business practices generally, any and all theories arising out of employee misclassification as  
23 independent contractors; individual and non-individual claims for civil penalties pursuant to the  
24 California Private Attorneys' General Act, and any and all other available penalties ("Released  
25 Claims").

1           **Section 5.02: Released Claims by PAGA Group Members**

2           Upon the date of funding the Gross Settlement Amount, the State of California and PAGA  
3 Group Members release the Additional Released Parties from all claims exhausted in Plaintiffs'  
4 notice(s) sent to the LWDA and alleged in the operative complaint, which arose during the PAGA  
5 Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

6           **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

7           Upon the date of funding the GSA, Named Plaintiffs, waive, release, acquit, and forever discharge  
8 the Additional Released Parties from any and all claims, actions, charges, complaints, grievances,  
9 and causes of action, of any nature arising from Named Plaintiffs' alleged employment with  
10 Defendants, whether known or unknown, which exist or may exist as of the Parties' execution of this  
11 Agreement. Therefore, in addition to the releases made above, the Named Plaintiffs shall individually  
12 make the following additional general release ("General Release"):

13                           The Class and PAGA Representatives release Defendants and the  
14 Additional Released Parties from all claims, demands, rights,  
15 liabilities and causes of action of every nature and description  
16 whatsoever, known or unknown, asserted or that might have been  
17 asserted, whether in tort, contract, or for violation of any state or  
18 federal statute, rule or regulation arising out of, relating to, or in  
19 connection with any act or omission by or on the part of any of the  
20 Defendants and/or the Additional Released Parties committed or  
21 omitted prior to the execution hereof.

22                           The Class and PAGA Representatives stipulate and agree that they  
23 expressly waive and relinquish, to the fullest extent permitted by law,  
24 the provisions, rights and benefits of Section 1542 of the California  
25 Civil Code, or any other provision under federal or state law, which  
26 provides:

27                           **A general release does not extend to claims that the creditor or  
28 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.**

29           Plaintiffs' general release provided herein is made with an express waiver and relinquishment  
30 of any claim, right, or benefit under California Civil Code § 1542.

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**ARTICLE VI**

**MISCELLANEOUS PROVISIONS**

**Section 6.01: Amendments or Modification**

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

**Section 6.02: Assignment**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

**Section 6.03: Governing Law**

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

**Section 6.04: Entire Agreement**

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

1           **Section 6.05: Waiver of Compliance**

2           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8           **Section 6.06: Counterparts and Fax/PDF Signatures**

9           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
13 signature.

14           **Section 6.07: Meet and Confer Regarding Disputes**

15           Should any dispute arise among the Parties or their respective counsel regarding the  
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
18 to submitting such disputes to the Court.

19           **Section 6.08: Agreement Binding on Successors**

20           This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
21 of each of the Parties.

22           **Section 6.09: Cooperation in Drafting**

23           The Parties have cooperated in the negotiation and preparation of this Agreement. This  
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
25 was the drafter or participated in the drafting of this Agreement.

26           **Section 6.10: Fair and Reasonable Settlement**

27           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context



1 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
2 further believe that the Settlement is and is consistent with public policy, and fully complies with  
3 applicable law.

4 **Section 6.11: Headings**

5 The descriptive heading of any section or paragraph of this Agreement is inserted for  
6 convenience of reference only and does not constitute a part of this Agreement and shall not be  
7 considered in interpreting this Agreement.

8 **Section 6.12: Notice**

9 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
10 communications under this Agreement must be in writing and addressed as follows:

11 *To Named Plaintiffs and the Class:*

12 Samuel A. Wong  
13 Kashif Haque  
14 Jessica L. Campbell  
15 Fawn F. Bekam  
16 AEGIS LAW FIRM, PC  
17 9811 Irvine Center Drive, Suite 100  
18 Irvine, California 92618  
19 Telephone: (949) 379-6250  
20 Facsimile: (949) 379-6251

21 And

22 *To Defendants:*

23 Christopher H. Conti  
24 Jason A. Fischbein  
25 FISHER & PHILLIPS LLP  
26 47 47 Executive Drive, Suite 1000  
27 San Diego, CA 92121  
28 Telephone: (858) 597-9600  
Facsimile: (858) 597-9601

**Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

25 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
26 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
27 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
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1 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
2 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
3 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
4 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
5 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
6 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
7 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
8 fees incurred in connection with any enforcement actions.

9 **Section 6.14: Mutual Full Cooperation**

10 The Parties agree fully to cooperate with each other to accomplish the terms of this  
11 Agreement, including but not limited to the execution of such documents, and the taking of such  
12 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
13 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
14 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
15 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
16 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

17 **Section 6.15: Authorization to Act**

18 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
19 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action  
20 required to effectuate the terms of this Agreement, except for signing documents, including but not  
21 limited to this Agreement, that are required to be signed by the Parties themselves. Each Defendant  
22 represents and warrants that the individual executing this Agreement on its behalf has the full right,  
23 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
24 herein.

25 **Section 6.16: No Reliance on Representations**

26 The Parties have made such investigation of the facts and the law pertaining to the matters  
27 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
28 on any statement, promise, or representation of fact or law, made by any of the other parties, or any

1 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
2 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
3 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
4 herein, have been made to any party concerning this Agreement.

5 **Section 6.17: No Public Comment**

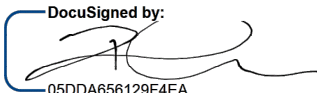
6 The Named Plaintiffs and Class Counsel will not make any public comment about the Action  
7 or the Settlement, except by public court and/or administrative filings seeking preliminary and final  
8 Court approval of the Settlement, including payment and allocation of PAGA penalties; the Parties  
9 will use their best efforts to reach agreement on all Court and/or administrative filings. Class  
10 Counsel will take all steps necessary to ensure the Class and PAGA Representatives are aware of  
11 the restriction against public comment of the Settlement. Nothing in this paragraph shall prohibit  
12 Plaintiffs or their counsel from discussing the settlement with Class Members.

13 **EXECUTION BY PARTIES AND COUNSEL**

14 The Parties and their counsel hereby execute this Agreement

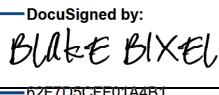
15 Dated: 8/8/2022  
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ROBERT GONZALEZ

17 By:  \_\_\_\_\_  
18 DocuSigned by:  
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Named Plaintiff

19 Dated: 8/8/2022  
20 \_\_\_\_\_

BLAKE BIXEL

21 By:  \_\_\_\_\_  
22 DocuSigned by:  
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Named Plaintiff

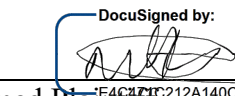
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VICTOR PENATE

25 By:  \_\_\_\_\_  
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Named Plaintiff

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MIKAIL ODUBONA

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Named Plaintiff

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SPEEDY WEEDY LA MESA LLC

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(Signature)

Najah Alsaigh

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(Printed Name)

Member

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(Title)

Dated: 8/25/2022

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SPEEDY WEEDY SANTA ANA, LLC

DocuSigned by:



By: 41B12DFA8C8642C...

(Signature)

Najah Alsaigh

\_\_\_\_\_  
(Printed Name)

Member

\_\_\_\_\_  
(Title)

Dated: 8/25/2022

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SPEEDY WEEDY VISTA, LLC

DocuSigned by:



By: 41B12DFA8C8642C...

(Signature)

Najah Alsaigh

\_\_\_\_\_  
(Printed Name)

Member

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(Title)

Dated: 8/25/2022

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WELCOME THE HEALING TOUCH, INC.

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By: 41B12DFA8C8642C...

(Signature)

Najah Alsaigh

\_\_\_\_\_  
(Printed Name)

Member


\_\_\_\_\_  
(Title)

1 **APPROVED AS TO FORM ONLY:**

2 Dated: 8/11/2022

**AEGIS LAW FIRM, PC**


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