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Attorneys for Plaintiffs and the Proposed Class

*[Additional counsel listed on following page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MAURILLIO SALCEDO FLORES,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

SWANSON LANDSCAPING, INC., a  
California Corporation; and DOES 1  
through 20, inclusive,

Defendants.

Case No. HG20051571  
Case No. RG20062042

*Assigned for all purposes to:  
Hon. Brad Seligman, Dept. 23*

**JOINT STIPULATION OF SETTLEMENT**

JUAN MANUEL LOPEZ, individually and  
on behalf of all others similarly situated,

Plaintiffs,

vs.

SWANSON LANDSCAPING, INC.,  
GEOFFREY O. SWANSON, and DOES  
1-50, inclusive,

Defendants.

1 **MOLTENI EMPLOYMENT LAW**  
2 CRISTINA MOLTENI, State Bar No. 244715  
3 100 Pine Street, Suite 1250  
4 San Francisco, California 94111  
5 Telephone: (415) 762-0270  
6 Facsimile: (415) 762-0271  
7 Email: cmolteni@moltenilaw.com

8 Attorneys for Plaintiffs and the Proposed Class

9 **INTEGRATED GENERAL COUNSEL, P.C.**  
10 KRISTEN HAYES KUSE, State Bar No. 187583  
11 4900 Hopyard Road, Suite 100  
12 Pleasanton, California 94588  
13 Telephone: (925) 399-1529  
14 Email: kristen@integratedgeneralcounsel.com

15 Attorneys for Defendants Swanson Landscaping, Inc.  
16 and Geoffrey O. Swanson  
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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 Maurillio Salcedo Flores and Juan  
7 Manuel Lopez (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendants  
8 Swanson Landscaping, Inc. and Geoffrey O. Swanson (“Swanson” or “Defendants”), on the other  
9 hand. Named Plaintiffs and Defendants collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendants to pay the settlement amount of Six Hundred Thousand  
12 Dollars (\$600,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant  
13 to the terms and conditions of this Agreement and for the consideration set forth herein, including  
14 but not limited to, a release of all claims by Named Plaintiffs and the Class Members as set forth  
15 herein.

## 16 **ARTICLE I**

### 17 **DEFINITIONS**

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

20 a. “Action” means the consolidated action captioned as follows: “*Maurillio Salcedo*  
21 *Flores, individually and on behalf of all others similarly situated v. Swanson Landscaping, Inc.*; and  
22 DOES 1 through 20, inclusive,” Case No. HG20051571, commenced on January 23, 2020, in the  
23 Superior Court of the State of California for the County of Alameda; and “*Juan Manuel Lopez,*  
24 *individually and on behalf of all others similarly situated v. Swanson Landscaping, Inc.; Geoffrey*  
25 *O. Swanson*; and DOES 1 through 50, inclusive,” Case No. RG20062042, commenced on May 19,  
26 2020, in the Superior Court of the State of California for the County of Alameda.

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

1 c. "Class" means all current and former non-exempt employees who are or were  
2 employed by Defendants in California at any time during the Class Period.

3 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

4 Kashif Haque  
5 Samuel A. Wong  
6 Jessica L. Campbell  
7 Alexander G.L. Davies  
8 AEGIS LAW FIRM, PC  
9 9811 Irvine Center Drive, Suite 100  
10 Irvine, California 92618  
11 Telephone: (949) 379-6250  
12 Facsimile: (949) 379-6251

13  
14 MOLTENI EMPLOYMENT LAW  
15 Cristina Molteni  
16 100 Pine Street, Suite 1250  
17 San Francisco, California 94111  
18 Telephone: (415) 762-0270  
19 Facsimile: (415) 762-0271  
20 Email: cmolteni@moltenilaw.com

21 e. "Class List" means a list based on Defendants' business records that identifies each  
22 Class Member's name, last known home or mailing address, Social Security number or, as  
23 applicable, other taxpayer identification number, and the dates of employment during the Class  
24 Period. A list of Class Members and their dates of employment is attached hereto as **Exhibit A**.

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

26 g. "Class Period" means January 23, 2016 through March 15, 2021.

27 h. "Court" means the California Superior Court for the County of Alameda, where the  
28 Action is currently pending.

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

1 j. "Defendants" means Defendants Swanson Landscaping, Inc. and Geoffrey O.  
2 Swanson.

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

4 INTEGRATED GENERAL COUNSEL, P.C.  
5 Kristen Hayes Kuse  
6 4900 Hopyard Rd., Suite 100  
7 Pleasanton, California 94588  
Telephone: (925) 399-1529  
Email: kristen@integratedgeneralcounsel.com

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

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

14 n. "Gross Settlement Amount" means Six Hundred Thousand Dollars and Zero Cents  
15 (\$600,000.00) to be paid by Defendants as provided by this Agreement to settle this Action. All  
16 claims of the Class and all administration costs, attorney's fees and costs, PAGA Settlement Amount,  
17 and Service Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement  
18 Amount. The employer's share of payroll taxes arising from the payments made under this settlement  
19 shall be paid by Defendants separate from and in addition to the Gross Settlement Amount. No part  
20 of the Gross Settlement Amount shall revert to Defendants.

21 o. "Service Awards" means a monetary amount of up to Ten Thousand Dollars  
22 (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their effort  
23 and work in prosecuting the Action on behalf of Class Members, and for their general release of  
24 claims.

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

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

1           r.       “LWDA Payment” means 75% of the \$30,000 allocated to the settlement of PAGA  
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of  
3 this Agreement, as provided for below.

4           s.       “Motion for Final Approval” means Plaintiffs’ submission of a written motion,  
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
7 to enter a Final Order in this Action.

8           t.       “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion,  
9 including any evidence as may be required for the Court to grant preliminary approval of the  
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11          u.       “Named Plaintiffs” means Maurillio Salcedo Flores and Juan Manuel Lopez.

12          v.       “Net Settlement Amount” means the Gross Settlement Amount less Court-approved  
13 administration costs, Class Counsels’ attorney’s fees and costs, Service Awards, and LWDA  
14 Payment, pursuant to Section 3.06(a)-(f) below.

15          w.       “Non-Participating Class Member(s)” means any Class Member(s) who submit to the  
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
17 to Section 3.04(b) below.

18          x.       “Notice Packet” means the Notice of Proposed Class Action Settlement and  
19 Information Form in a form substantially similar to the Notice Packet attached hereto as **Exhibit B**,  
20 subject to Court approval.

21          y.       “PAGA” means the California Private Attorneys General Act of 2004, which is  
22 codified in California Labor Code §§ 2698 *et seq.*

23          z.       “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
24 allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have agreed  
25 that the PAGA Settlement Amount is Thirty Thousand Dollars (\$30,000), subject to Court approval.  
26 Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining  
27 25% will be added to the Net Settlement Amount and distributed to Class Members.

1           aa.       “Participating Class Member(s)” is defined as a Class Member who does not timely  
2 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
3 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
4 Member will be paid his/her Individual Settlement Payment.

5           bb.       “Preliminary Approval Date” means the date the Court preliminarily approves the  
6 Settlement embodied in this Agreement.

7           cc.       “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury  
8 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
9 Administrator for the benefit of Participating Class Members.

10          dd.       “Qualifying Workweeks” means the number of weeks that Class Members worked  
11 for Defendants as non-exempt employees during the Class Period that will be calculated by the  
12 Settlement Administrator based on the dates of employment of each Class Member.

13          ee.       “Released Parties” means Defendants and their past, present and/or future parent  
14 companies, subsidiaries, related or affiliated companies, officers, directors, shareholders, employees,  
15 agents, operators, principals, owners, heirs, spouses, beneficiaries, representatives, accountants,  
16 auditors, consultants, insurers and reinsurers, successors and predecessors in interest, subsidiaries,  
17 affiliates, members, divisions, fiduciaries, trustees, partners, shareholders, investors, benefit plans,  
18 parents, and any individual or entity that could be jointly liable with Defendants, and attorneys, if  
19 any.

20          ff.       “Response Deadline” means the deadline by which Class Members must postmark or  
21 scans the Settlement Administrator requests for exclusion or notices of objection or complete the  
22 optional form on the Settlement Administrator’s website, signs it and postmarks or scans it. The  
23 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet  
24 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or  
25 federal holiday, in which case the Response Deadline will be extended to the next day on which the  
26 U.S. Postal Service is open for business. The Response Deadline will be extended as set forth herein  
27 if there is a re-mailing.  
28

1 gg. "Settlement Administration Costs" means all costs incurred by the Settlement  
2 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
3 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
4 Payment checks and related tax reporting forms, administration and provision of unclaimed checks  
5 to the State Controller Unclaimed Property Fund, and generation of checks to Class Counsel for  
6 attorneys' fees and costs, to Named Plaintiffs for their Incentive Awards, and to the LWDA. The  
7 Settlement Administration Costs shall be paid from the Gross Settlement Amount.

8 hh. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed  
9 will be responsible for the administration of the Individual Settlement Payments to be made by  
10 Defendants from the Gross Settlement Amount and related matters under this Agreement.

## 11 **ARTICLE II**

### 12 **CONTINGENT NATURE OF THE AGREEMENT**

#### 13 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

14 Because the Parties have stipulated to the certification of the Class with respect to all causes  
15 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
16 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
17 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
18 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
19 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
20 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to  
21 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
22 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
23 Class as to Defendants will be vacated and Named Plaintiffs, Defendants, and the Class will be  
24 returned to their positions with respect to the Action as if the Agreement had not been entered into.  
25 In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally  
26 approving certification of any class contemplated by this Agreement shall be null, void, and vacated,  
27 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement  
28 reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under

1 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be  
2 used or cited thereafter by any person or entity, including in any manner whatsoever, including  
3 without limitation any contested proceeding relating to the certification of any class. If the Date of  
4 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
5 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly  
6 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the  
7 Date of Finality does not occur.

8 The Parties and their respective counsel shall take all steps that may be requested by the Court  
9 relating to the approval and implementation of this Agreement and shall otherwise use their  
10 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
11 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
12 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
13 resolution, the Parties agree to seek the assistance of mediator Jill R. Sperber to resolve the dispute.

### 14 **ARTICLE III**

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

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

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

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

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

24 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the  
25 Settlement Administrator, including but not limited to determining Qualifying Workweeks,  
26 distributing and responding to inquiries about the Notice Packet, determining the validity of  
27 exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments,  
28 issuing the Individual Settlement Payment checks and distributing them to Participating Class

1 Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for  
2 attorneys' fees and costs, the Service Award checks to Named Plaintiffs, and the employer payroll  
3 taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all  
4 of the terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees  
6 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
7 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
8 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
9 returns and any other filings required by any governmental taxing authority or agency, all costs and  
10 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
11 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
12 incurred and/or charged by the Settlement Administrator in connection with the execution of its  
13 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement  
14 Administrator from the Gross Settlement Amount.

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

16 No later than five (5) business days after the Preliminary Approval Date, Defendants will  
17 provide the Settlement Administrator with a "Class List" in electronic format based on its business  
18 records, identifying the names of the Class Members, their last known home addresses, Social  
19 Security numbers or, as applicable, other taxpayer identification number, and their dates of  
20 employment worked during the Class Period as well as other information required by the  
21 Settlement Administrator in order to calculate each Class Member's Qualifying Workweeks.  
22 Defendants will provide a copy of this information to Plaintiffs' Counsel and the Settlement  
23 Administrator in standard Excel Spreadsheet format. This information shall be kept strictly  
24 confidential by the Settlement Administrator.

25 Within ten (10) business days of receiving a Class List from Defendants, the Settlement  
26 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
27 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
28 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate

1 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of  
2 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
3 Settlement Administrator will check all Class Member addresses against the National Change of  
4 Address database and shall update any addresses before mailing. The Settlement Administrator will  
5 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
6 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
7 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of  
8 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.  
9 Class Members shall not be required to submit claim forms in order to receive a proportional share  
10 of the Net Settlement Amount.

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

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

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

1 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
2 procedures set forth in Section 3.06(f) 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. Prior to the Final Fairness and  
8 Approval Hearing, the Settlement Administrator will supplement its declaration if any material  
9 changes occur from the date of the filing of the prior declaration.

10 **Section 3.04: Responses to Notice**

11 **a. Class Member Disputes**

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

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

22 In order for any Class Member to validly exclude himself or herself from the Class and this  
23 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
24 Member, and must be sent to the Settlement Administrator, postmarked or scanned no later than the  
25 Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the  
26 Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly  
27 exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language  
28 to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date

1 the signed request for exclusion was postmarked or scanned, shall be conclusively determined  
2 according to the records of the Settlement Administrator. The Settlement Administrator shall send  
3 any requests for exclusion it receives to Defense Counsel and Class Counsel within three (3) business  
4 days of receipt. Any Class Member who timely and validly requests exclusion from the Class and  
5 this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the  
6 terms and conditions of this Agreement, and will not have any right to object, appeal, or comment  
7 thereon.

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

13 **c. Objections to Settlement**

14 For any Class Member to object to this Agreement, or any term of it, the person making the  
15 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
16 Settlement Administrator, postmarked or scanned, no later than the Response Deadline (or fifteen  
17 (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is  
18 later), a written statement of the grounds of objection, signed by the objecting Class Member or his  
19 or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet,  
20 and the date the signed objection was postmarked or scanned, shall be conclusively determined  
21 according to the records of the Settlement Administrator. The Settlement Administrator shall send  
22 any objections or notification by Class Members of intent to appear at the final approval hearing it  
23 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class  
24 Members may also appear at the final approval hearing to object, at their own expense. The Court  
25 retains final authority with respect to the consideration and admissibility of any Class Member  
26 objections.

1           **d.       Encouragement of Class Members**

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

6           **e.       Right of Plaintiffs to Reject Settlement**

7           The Settlement was based on Defendants' representation that the number of Class Members  
8 is 75. Defendants have estimated the number of Class Members as 75. If the number of Class  
9 Members increases, Named Plaintiffs will have the right, but not the obligation, to void the  
10 Settlement.

11          **f.       Right of Defendants to Reject Settlement**

12          If five percent (5%) or more of Settlement Class Members, or a number of Class Members  
13 whose Settlement Share would be worth five percent (5%) or more of the Net Settlement Amount  
14 request exclusion, Defendants will have the right, but not the obligation, to void the Settlement. If  
15 Defendants void the settlement, Defendants will have to pay the settlement administrator's costs  
16 incurred to date.

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

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

24          **Section 3.06: Settlement Payment Procedures**

25          **a.       Settlement Amount**

26          In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the  
27 Gross Settlement Amount in the amount of Six Hundred Thousand Dollars (\$600,000.00). The Gross  
28 Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all

1 administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the  
2 Service Payments.

3 Within ninety (90) calendar days after the Court signs the Final Order, Defendants shall  
4 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set  
5 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the  
6 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator  
7 will use these funds to fund payment of the Individual Settlement Payments to Participating Class  
8 Members, Class Counsel's attorneys' fees and costs, the Service Awards, the LWDA Payment, and  
9 the Settlement Administration Costs.

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

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

18 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
19 of the Gross Settlement Amount, which, based on the Gross Settlement Amount, is Two Hundred  
20 Thousand Dollars and Zero Cents (\$200,000.00). Class Counsel shall submit an application for an  
21 award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for attorneys'  
22 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants  
23 shall not object to or oppose any such application in these amounts. Class Counsel shall serve  
24 Defendants with copies of all documents submitted in support of their application for an award of  
25 attorneys' fees and costs.

26 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
27 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
28 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,

1 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
2 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
3 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
4 will be reallocated to the Net Settlement Amount.

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

6 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
7 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
8 Twenty Thousand Dollars (\$20,000.00).

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

10 Subject to Court approval, the Named Plaintiffs shall each receive a Service Award of up to  
11 Ten Thousand Dollars (\$10,000.00) each, the request for which Defendants will not object to or  
12 oppose. The Service Awards shall be paid out of the Gross Settlement Amount and shall not  
13 constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent  
14 that the Court approves less than the amount of service award that Class Counsel request, the  
15 difference between the requested and awarded amounts will be reallocated to the Net Settlement  
16 Amount.

17 Because it is the intent of the Parties that the Service Awards represent payment to Named  
18 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will  
19 not withhold any taxes from the Service Awards. The Service Awards will be reported on a Form  
20 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing  
21 authorities as required by law.

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

23 In consideration of claims made under PAGA, Class Counsel will request that the Court  
24 approve allocation of Thirty Thousand Dollars (\$30,000) of the Gross Settlement Amount to these  
25 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and  
26 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid  
27 to the Net Settlement Amount for distribution to the Class Members. Defendants will not oppose this  
28 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The

1 Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the Action,  
2 will not invalidate this Agreement.

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

4 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
5 Payments. The Parties agree that Class Member settlement shares will be calculated pro rata based  
6 on the workweeks per Class Member during the Class Period. However, workweeks between January  
7 1, 2020 to the end of the Class Period will be worth 25% of the prior years (i.e., apply a negative  
8 multiplier of 0.25) to account for recent policy changes and presumed lower damages during that  
9 time period.

10 Each Individual Settlement Payment will represent wages and penalties allocated using the  
11 following formula: 35% allocated to wages and 65% allocated to interest and penalties. The amounts  
12 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages  
13 and all other authorized and required withholdings and shall be reported by W-2 forms. The  
14 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The  
15 amounts paid as penalties and interest shall be subject to all authorized and required withholdings  
16 other than the tax withholdings customarily made from employees' wages and shall be reported by  
17 IRS 1099 forms.

18 No later than ten (10) business days after receiving the Gross Settlement Amount from  
19 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual  
20 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
21 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
22 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
23 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
24 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
25 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
26 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
27 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller  
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
3 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
4 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
5 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
6 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 **g. Default on Payment.**

9 Defendants' failure to fund the Gross Settlement Amount within ninety (90) calendar days  
10 after the date that the Court grants final approval of the Settlement shall be considered a default. In  
11 the event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator  
12 will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the  
13 missed payment. Thereafter, Defendants will have seven (7) days to cure the default and tender  
14 payment to the Settlement Administrator. In the event Defendants fail to cure the default within the  
15 times set forth herein, Named Plaintiffs may elect to enter judgment against Defendants, on an  
16 expedited basis with a shortened schedule, for the balance of the unpaid Gross Settlement Amount  
17 to date, and Named Plaintiffs will be entitled to recover interest at ten percent (10%) per year from  
18 the due date for such payment and reasonable attorneys' fees and costs.

19 **h. No Credit Toward Benefit Plans.**

20 The Individual Settlement Payments made to Participating Class Members under this  
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
22 calculate any additional benefits under any benefit plans to which any Class Members may be  
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
24 plans, vacation plans, sick leave plans, PTO plans, unemployment compensation, and any other  
25 benefit plan, unless required by the plan documents or otherwise required by law. Rather, it is the  
26 Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which  
27 any Class Members may be entitled under any benefit plans.

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**ARTICLE IV**

**LIMITATIONS ON USE OF THIS SETTLEMENT**

**Section 4.01: No Admission**

Defendants deny any and all liability or wrongdoing of any kind whatsoever associated with the claims in the Action and dispute that, but for this Settlement, a Class should not have been certified in the Action. With respect to Plaintiffs' claims, Defendants contend, among other things, that they have complied with all applicable state, federal, and local laws affecting Plaintiffs and the Settlement Class regarding hours worked, unpaid wages, unpaid overtime and double time, unpaid minimum wages, meal and rest periods, record-keeping violations, wage statements, and as to all claims alleged in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing whatsoever by Defendants or by any officers, directors, agents, or employees of Defendants.

**Section 4.02: Nullification**

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

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

## 3 **ARTICLE V**

### 4 **RELEASES**

#### 5 **Section 5.01: Released Claims by Class Members**

6 It is the intention of the Parties to fully, finally, and forever, settle, compromise, resolve and  
7 discharge all disputes and claims alleged or that could have been alleged in this Action. Upon the  
8 Date of Finality, Named Plaintiffs and Participating Class Members who do not opt out of the  
9 Settlement, release the Released Parties from any and all claims alleged or that could have been  
10 alleged in Named Plaintiffs' Consolidated Complaint, during the Class Period, including but not  
11 limited to (1) failure to pay minimum wages (2) failure to pay overtime and double time wages (3)  
12 failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to furnish  
13 accurate itemized wage statements and wage statement violations (6) failure to pay wages upon  
14 separation of employment and within the required time (7) violation of California Business and  
15 Professions Code §§17200, *et seq.* and (8) any claims asserted under the Private Attorney General  
16 Act, based on the preceding claims ("Released Claims").

#### 17 **Section 5.02: Release of PAGA Claims by Class Members**

18 Upon the Date of Finality, the State of California and Class Members release the Released  
19 Parties from all claims exhausted in Plaintiffs' notice(s) sent to the LWDA and alleged in the  
20 consolidated complaint, which arose during the PAGA Period, regardless of whether Class Members  
21 opt out of the Class Settlement.

#### 22 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

23 Upon the Date of Finality, Named Plaintiffs, waive, release, acquit, and forever discharge the  
24 Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of  
25 action, of any nature and kind whatsoever, arising from Named Plaintiffs' employment with  
26 Defendants, whether known or unknown, suspected or unsuspected, past or present, which exist or  
27 may exist as of the Parties' execution of this Agreement.

28 Section 1542 of the California Civil Code provides as follows:

1                   *“A general release does not extend to claims which the creditor does not*  
2                   *know or suspect to exist in his or her favor at the time of executing the*  
3                   *release, which if known by him or her must have materially affected his*  
4                   *or her settlement with the debtor.”*

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

## 7                   **ARTICLE VI**

### 8                   **MISCELLANEOUS PROVISIONS**

#### 9                   **Section 6.01: Amendments or Modification**

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

#### 12                  **Section 6.02: Assignment**

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

#### 18                  **Section 6.03: Governing Law**

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

#### 22                  **Section 6.04: Entire Agreement**

23                  This Agreement, including the Exhibit referred to herein, which form an integral part hereof,  
24 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
25 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
26 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be  
27 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
28 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject

1 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
2 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
3 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
4 prior agreements or proposals.

5 **Section 6.05: Waiver of Compliance**

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

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

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

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

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

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

24 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
25 of each of the Parties.  
26  
27  
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1           **Section 6.09: Cooperation in Drafting**

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

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

6           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
9 further believe that the Settlement is and is consistent with public policy, and fully complies with  
10 applicable law.

11           **Section 6.11: Headings**

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

15           **Section 6.12: Notice**

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

18                           *To Named Plaintiffs and the Class:*  
19                           Kashif Haque  
20                           Samuel A. Wong  
21                           Jessica L. Campbell  
22                           Alexander G.L. Davies  
23                           AEGIS LAW FIRM, PC  
24                           9811 Irvine Center Drive, Suite 100  
25                           Irvine, California 92618  
26                           Telephone: (949) 379-6250  
27                           Facsimile: (949) 379-6251

28           //

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1 Cristina Molteni  
2 100 Pine Street, Suite 1250  
3 San Francisco, California 94111  
4 MOLTENI EMPLOYMENT LAW  
5 Telephone: (415) 762-0270  
6 Facsimile: (415) 762-0271  
7 Email: cmolteni@moltenilaw.com

8 And

9 *To Defendants:*

10 Kristen Hayes Kuse  
11 INTEGRATED GENERAL COUNSEL, P.C.  
12 4900 Hopyard Rd., Suite 100  
13 Pleasanton, California 94588  
14 Telephone: (925) 399-1529  
15 Email: kristen@integratedgeneralcounsel.com

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

17 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
18 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
19 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
20 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
21 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
22 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
23 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
24 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
25 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
26 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
27 fees incurred in connection with any enforcement actions.

28 **Section 6.14: Mutual Full Cooperation**

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its

1 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
2 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
3 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

4 **Section 6.15: Authorization to Act**

5 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
6 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action  
7 required to effectuate the terms of this Agreement, except for signing documents, including but not  
8 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants  
9 represent and warrant that the individual executing this Agreement on its behalf has the full right,  
10 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
11 herein.

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

13 The Parties have made such investigation of the facts and the law pertaining to the matters  
14 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
15 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
16 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
17 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
18 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
19 herein, have been made to any party concerning this Agreement.

20 **EXECUTION BY PARTIES AND COUNSEL**

21 The Parties and their counsel hereby execute this Agreement.

22 Dated: 03/10/2021

MAURILLIO SALCEDO FLORES

23 By: Maurilio Salcedo  
24 Named Plaintiff

25 Dated: 03/11/21

JUAN MANUEL LOPEZ

26 By: Juan Manuel Lopez  
27 Named Plaintiff  
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Dated: \_\_\_\_\_

SWANSON LANDSCAPING, INC.

By:   
(Signature)  
Geoffrey Swanson  
(Printed Name)  
Chief Executive Officer  
(Title)

Dated: \_\_\_\_\_

GEOFFREY O. SWANSON

By:   
(Signature)  
Geoffrey O. Swanson  
(Printed Name)  
(Title)

Dated: \_\_\_\_\_

AEGIS LAW FIRM, PC

By: \_\_\_\_\_  
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
Attorneys for Named Plaintiffs

Dated: \_\_\_\_\_

MOLTENI EMPLOYMENT LAW

By: \_\_\_\_\_  
Cristina Molteni  
Attorneys for Named Plaintiffs

Dated: \_\_\_\_\_

INTEGRATED GENERAL COUNSEL, P.C.

By: \_\_\_\_\_  
Kristen Hayes Kuse  
Attorneys for Defendants

# Swanson-Settlement Agreement - FINAL 2

Final Audit Report

2021-03-08

|                 |                                                    |
|-----------------|----------------------------------------------------|
| Created:        | 2021-03-08                                         |
| By:             | Hilary Pryde (Hilary@integratedgeneralcounsel.com) |
| Status:         | Signed                                             |
| Transaction ID: | CBJCHBCAABAA-HF0RtmSJDlgGuz2MI81Htsk94-DQR0d       |

## "Swanson-Settlement Agreement - FINAL 2" History

-  Document created by Hilary Pryde (Hilary@integratedgeneralcounsel.com)  
2021-03-08 - 9:45:15 PM GMT- IP address: 73.202.251.87
-  Document emailed to geoff swanson (swansonslandscaping@comcast.net) for signature  
2021-03-08 - 9:46:11 PM GMT
-  Email viewed by geoff swanson (swansonslandscaping@comcast.net)  
2021-03-08 - 9:53:31 PM GMT- IP address: 174.194.130.182
-  Document e-signed by geoff swanson (swansonslandscaping@comcast.net)  
Signature Date: 2021-03-08 - 9:55:53 PM GMT - Time Source: server- IP address: 174.194.130.182
-  Agreement completed.  
2021-03-08 - 9:55:53 PM GMT

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Dated: \_\_\_\_\_

SWANSON LANDSCAPING, INC.

By: \_\_\_\_\_  
(Signature)

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

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

Dated: \_\_\_\_\_

GEOFFREY O. SWANSON

By: \_\_\_\_\_  
(Signature)

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

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

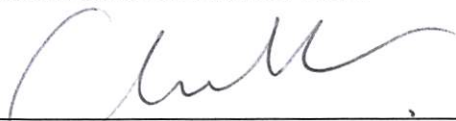
Dated: 03/12/2021

AEGIS LAW FIRM, PC

By:   
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
Attorneys for Named Plaintiffs

Dated: 03/12/2021

MOLTENI EMPLOYMENT LAW

By:   
Cristina Molteni  
Attorneys for Named Plaintiffs

Dated: \_\_\_\_\_

INTEGRATED GENERAL COUNSEL, P.C.

By: \_\_\_\_\_  
Kristen Hayes Kuse  
Attorneys for Defendants

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Dated: \_\_\_\_\_

**SWANSON LANDSCAPING, INC.**

By: \_\_\_\_\_  
(Signature)  
Geoffrey Swanson  
\_\_\_\_\_  
(Printed Name)  
Chief Executive Officer  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

**GEOFFREY O. SWANSON**

By: \_\_\_\_\_  
(Signature)  
Geoffrey O. Swanson  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Kashif Haque  
Jessica L. Campbell  
Alexander G.L. Davies  
Attorneys for Named Plaintiffs

Dated: \_\_\_\_\_

**MOLTENI EMPLOYMENT LAW**

By: \_\_\_\_\_  
Cristina Molteni  
Attorneys for Named Plaintiffs

Dated: \_\_\_\_\_

**INTEGRATED GENERAL COUNSEL, P.C.**

By: Kristen Hayes Kuse  
Kristen Hayes Kuse  
Attorneys for Defendants

# Swanson-Settlement Agreement - FINAL

Final Audit Report

2021-03-08

|                 |                                                    |
|-----------------|----------------------------------------------------|
| Created:        | 2021-03-08                                         |
| By:             | Hilary Pryde (Hilary@integratedgeneralcounsel.com) |
| Status:         | Signed                                             |
| Transaction ID: | CBJCHBCAABAACfz6oZ1XrFk5OduZgK6wk6fn_FRVUx6        |

## "Swanson-Settlement Agreement - FINAL" History

-  Document created by Hilary Pryde (Hilary@integratedgeneralcounsel.com)  
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-  Document emailed to Kristen Hayes (kristen@integratedgeneralcounsel.com) for signature  
2021-03-08 - 10:54:37 PM GMT
-  Email viewed by Kristen Hayes (kristen@integratedgeneralcounsel.com)  
2021-03-08 - 11:25:54 PM GMT- IP address: 66.249.88.131
-  Document e-signed by Kristen Hayes (kristen@integratedgeneralcounsel.com)  
Signature Date: 2021-03-08 - 11:26:18 PM GMT - Time Source: server- IP address: 99.145.96.138
-  Agreement completed.  
2021-03-08 - 11:26:18 PM GMT

# EXHIBIT A

|    |  | START DATE | END DATE            | REHIRE DATE | END DATE          |
|----|--|------------|---------------------|-------------|-------------------|
| 1  |  | 5/1/2017   | Current             |             |                   |
| 2  |  | 8/8/2016   | 12/23/2016          |             |                   |
| 3  |  | 5/18/2020  | 7/12/2020           | 7/31/2020   | Current           |
| 4  |  | 10/1/2020  | Current             |             |                   |
| 5  |  | 7/31/2020  | 1/25/2021           |             |                   |
| 6  |  | 2/20/2017  | Current             |             |                   |
| 7  |  | 4/30/2018  | 5/1/2020            | 5/18/2020   | Current           |
| 8  |  | 1/1/2013   | 2/17/2017           | 7/17/2017   | Current           |
| 9  |  | 11/27/2017 | 7/12/2020           | 9/28/2020   | Current           |
| 10 |  | 11/27/2017 | Current             |             |                   |
| 11 |  | 8/7/2020   | Current             |             |                   |
| 12 |  | 1/18/2019  | 2/25/2019           |             |                   |
| 13 |  | 1/1/2013   | 10/22/2018          | 12/1/2020   | Current           |
| 14 |  | 3/4/2019   | 5/1/2020            |             |                   |
| 15 |  | 3/4/2019   | 2/1/2020            |             |                   |
| 16 |  | 11/20/2017 | Current             |             |                   |
| 17 |  | 8/8/2016   | 9/19/2016           |             |                   |
| 18 |  | 7/8/2019   | 8/19/2019           | 11/25/2019  | Current           |
| 19 |  | 1/1/2013   | Current             |             |                   |
| 20 |  | 11/4/2019  | Current             |             |                   |
| 21 |  | 1/1/2013   | Current             |             |                   |
| 22 |  | 9/13/2017  | 5/24/2019           |             |                   |
| 23 |  | 1/1/2013   | 4/15/2016           | 7/25/2016   | 2/17/2017         |
| 24 |  | 1/22/2018  | 2/16/2018           |             |                   |
| 25 |  | 6/4/2018   | 6/24/2018           |             |                   |
| 26 |  | 4/4/2017   | 5/22/2017           |             |                   |
| 27 |  | 5/11/2020  | 7/12/2020           |             |                   |
| 28 |  | 11/20/2017 | 12/11/2017          |             |                   |
| 29 |  | 2/20/2017  | 11/13/2017          | 4/9/2018    | Current           |
| 30 |  | 10/22/2018 | 3/4/2020            |             |                   |
| 31 |  | 2/11/2019  | 5/13/2019           |             |                   |
| 32 |  | 8/7/2020   | Current             |             |                   |
| 33 |  | 1/1/2018   | 5/29/2020           |             |                   |
| 34 |  | 9/23/2019  | 2/1/2020            | 3/9/2020    | 6/3/2020 on leave |
| 35 |  | 2/19/2018  | 2/1/2020            |             |                   |
| 36 |  | 1/7/2019   | 8/19/2019           |             |                   |
| 37 |  | 4/1/2014   | Current             |             |                   |
| 38 |  | 1/1/2013   | 5/1/2014            | 1/20/2015   | 11/10/2019        |
| 39 |  | 2/25/2019  | 3/25/2019           |             |                   |
| 40 |  | 11/20/2017 | 1/22/2018           |             |                   |
| 41 |  | 5/25/2020  | Current             |             |                   |
| 42 |  | 9/16/2019  | 3/6/2020            |             |                   |
| 43 |  | 8/8/2016   | Current             |             |                   |
| 44 |  | 8/8/2016   | Current             |             |                   |
| 45 |  | 6/8/2020   | 7/1/2020            |             |                   |
| 46 |  | 3/1/2014   | Current             |             |                   |
| 47 |  | 7/13/2020  | 8/31/2020           |             |                   |
| 48 |  | 2/1/2016   | 7/10/2017           |             |                   |
| 49 |  | 1/23/2017  | 7/10/2017           |             |                   |
| 50 |  | 1/1/2013   | Current             |             |                   |
| 51 |  | 1/8/2018   | Current             |             |                   |
| 52 |  | 9/30/2019  | 3/6/2020            | 2/8/2021    | Current           |
| 53 |  | 7/25/2016  | 8/27/2018           |             |                   |
| 54 |  | 1/1/2013   | Current             |             |                   |
| 55 |  | 10/1/2020  | Current             |             |                   |
| 56 |  | 11/1/2015  | 6/3/2019            | 7/8/2019    | 7/12/2020         |
| 57 |  | 9/23/2019  | 2/1/2020            |             |                   |
| 58 |  | 1/1/2013   | Current             |             |                   |
| 59 |  | 2/19/2018  | 6/11/2018           |             |                   |
| 60 |  | 2/20/2017  | Current             |             |                   |
| 61 |  | 2/25/2019  | 2/4/2020            | 3/16/2020   | Current           |
| 62 |  | 3/13/2017  | 11/13/2019 on leave |             |                   |
| 63 |  | 7/10/2017  | 12/18/2017          |             |                   |
| 64 |  | 1/1/2013   | 2/1/2020            |             |                   |
| 65 |  | 5/15/2017  | Current             |             |                   |
| 66 |  | 11/12/2018 | 2/11/2019           |             |                   |
| 67 |  | 7/10/2017  | 5/1/2020            | 7/6/2020    | Current           |
| 68 |  | 7/23/2018  | 9/10/2018           |             |                   |
| 69 |  | 11/20/2017 | Current             |             |                   |
| 70 |  | 2/20/2017  | 3/12/2018           | 5/7/2018    | Current           |
| 71 |  | 1/1/2013   | 10/3/2016           |             |                   |
| 72 |  | 8/8/2016   | 5/22/2017           | 8/13/2018   | Current           |
| 73 |  | 12/3/2018  | Current             |             |                   |
| 74 |  | 8/19/2019  | Current             |             |                   |

# EXHIBIT B

## LEGAL NOTICE

SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA

*The Alameda County Superior Court authorized this Notice. This is **not** a solicitation from a lawyer.*

**If you were employed by Swanson Landscaping, Inc., as an hourly employee, between January 23, 2016 and March 15, 2021, you may be eligible to receive a Settlement Check in the mail.**

***Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.***

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

| You May:                                   | Summary:                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing</b>                          | <p>If you do nothing and the Court approves the settlement, a Settlement Check will be mailed to the address on this Notice.</p> <p>If your address has changed, you should follow the directions in Section 9 to provide an updated address so that you can receive a Settlement Check.</p> <p>All Class Members who do not “opt out” will receive a Settlement Check. There is no need to file anything in order to receive a Settlement Check.</p> |
| <b>Exclude Yourself (“Opt Out”)</b>        | <p>If you “opt out” of the lawsuit, you <b>will not</b> be mailed a Settlement Check. But you would keep your right to sue on your own regarding any claims that are part of the Settlement. Go to Section 12 for directions on how to “opt out.”</p>                                                                                                                                                                                                 |
| <b>Object</b>                              | <p><b>Any</b> employee who does not opt out may object to the Settlement. If you think the Settlement is unfair, you may submit a letter stating why you do not like the Settlement. Go to Section 14 for directions on how to object.</p>                                                                                                                                                                                                            |
| <b>Speak at the Final Fairness Hearing</b> | <p>Class Members may be permitted to appear and speak to the Court if they submit either a Notice of Intent to Appear or a written objection. Go to Section 16 for directions on how to submit a Notice of Intent to Appear and to Section 14 for how to object.</p>                                                                                                                                                                                  |

**The deadline for making this decision is: \_\_\_\_\_, 2021**

**Swanson Landscaping, Inc. will not retaliate against you for participating in this settlement.**

## BASIC INFORMATION

### 1. Why did I get this Notice?

The Court is providing this Notice to inform you and other Class Members about the proposed Settlement of this class action lawsuit before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, your options, who is eligible to receive the Settlement Checks and other benefits under the Settlement, and how to get them. If the Settlement is ultimately approved by the Court, the Settlement Checks will then be mailed to Class Members.

Judge Brad Seligman, of the Superior Court of California for Alameda County is overseeing this consolidated class action. The consolidated lawsuits are known as *Flores v. Swanson Landscaping, Inc.*, Civil Case No. HG20051571, and *Lopez v. Swanson Landscaping, Inc., Geoffrey O. Swanson*, Civil Case No. RG20062042.

### 2. What is this lawsuit about?

This lawsuit claims that Defendants violated the California Labor Code as well as Industrial Welfare Commission, Wage Order Number 16-2001 (“Wage Order 16”) and California’s Unfair Competition Law by failing to pay minimum wages, failing to pay overtime and double time wages; failing to provide meal periods; failing to permit rest periods; failing to provide accurate wage statements; and failing to pay earned wages upon separation of employment. Swanson has denied all of these claims.

### 3. What is a class action and who is involved?

In a class action lawsuit, the “Class Representatives” (in this case, Maurillio Salcedo Flores and Juan Manuel Lopez) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The people who sue are called the “Plaintiffs.” The company or persons they sued (in this case, Swanson Landscaping, Inc. and Geoffrey O. Swanson (together “Swanson”) are called the “Defendants.” One court resolves the issues for everyone in the Class. All decisions that this Court makes concerning the Settlement will affect all Class Members.

### 4. Why is there a Settlement?

Instead of going to trial, the Plaintiffs and the Defendants attended a mediation (or negotiation session), and both sides agreed to this Settlement. That way, both sides can avoid the cost and risk of a trial, and the Class Members will get compensation. The Class Representatives and Class Counsel think it is in the best interest of the Class to settle this case on the terms described below. Although Plaintiffs believe they could have obtained more money if they had gone to trial and won, the Defendants believe the Plaintiffs would not have prevailed at all. Because both sides were aware that going to trial presented risks for their side, a Settlement was reached. The Court has **not** decided whether Plaintiffs’ position or Defendants’ position is the correct one.

### 5. How do I know if I am part of the Settlement?

If you were an hourly worker who worked for Swanson Landscaping, Inc., in the state of California at any time from January 23, 2016 through March 15, 2021, you are a Class Member and you will receive a Settlement Check from the Settlement if the Settlement is approved. Your Settlement Check will be based only on the number of

weeks that you worked for Swanson. If you received this Notice, Swanson's records indicate that you are a Class Member.

## TERMS OF THE SETTLEMENT

### 6. What does the Settlement provide?

Swanson has settled for a gross Total Settlement Amount of \$600,000. All the participating Class Members that can be found by the Settlement Administrator are entitled to Settlement Checks, as explained below. Assuming that the Court grants fees and costs, of this Amount:

- If the Court approves the Settlement and all requests for attorneys' fees and service payments described below **\$333,500** (or approximately 56 percent of the Total Settlement Amount) will be divided among all Class Members. **Settlement Checks will be mailed to each Class Member.** Go to Section 9 for directions on how to update your address.
- **\$200,000** (or 1/3 of the Total Settlement Amount) will go to Class Counsel's attorneys' fees, subject to the Court's approval. Go to Section 19 for more information.
- **\$20,000** (or 3 percent of the Total Settlement Amount) will go to the two Class Representatives (\$10,000 each) for their service to the Class and the general release of their own claims, subject to the Court's approval. Go to Section 20 for more information.
- **\$20,000** (or 3 percent of the Total Settlement Amount) will go Class Counsel to pay for the costs in this lawsuit, subject to the Court's approval. Go to Section 19 for more information.
- **\$4,000** (or about one sixth of one percent of the Total Settlement Amount) will go to the Settlement Administrator to pay for the costs of administering this Settlement, subject to the Court's approval. The Settlement Administrator is a third party and not affiliated with Swanson.
- **\$30,000** (or 5 percent of the Total Settlement Amount) will be allocated as penalties under the Labor Code Private Attorney General Act of 2004, with \$22,500 (75%) being awarded to the State of California and \$7,500 (25%) being allocated to the Net Settlement Fund and awarded to the all the Class Members, subject to the Court's approval.

### 7. How much will my Settlement Check be?

Your share of the Settlement money will depend on whether you worked for Swanson Landscaping, Inc. between January 23, 2016 and March 15, 2021 and how many weeks you worked for Swanson Landscaping, Inc. between January 23, 2016 and March 15, 2021. These are called your "Workweeks." Because of Swanson's change of employment policies during the class period, the weeks worked by Class Members between January 1, 2020 to March 15, 2021 will be valued at 25% of the prior years (i.e. apply a negative multiplier of 0.25). For example, if you worked for Swanson for six (6) weeks before January 1, 2020, you would be entitled to **\$\_\_\_\_\_**. If you worked for six (6) weeks on or after January 1, 2020, you would be entitled to **\$\_\_\_\_\_**. Go to Section 9 for directions on how to check your workweeks number.

### 8. When will I get my Settlement Check?

Settlement Checks will be mailed out ten (10) business days after Swanson makes the payments to the Settlement Fund and all objections and appeals have been resolved in the case. However, if no objections and appeals are submitted or if all objections and appeals are resolved before or at the Final Fairness Hearing, Defendants will

fund the Settlement Fund ninety (90) days after the order containing the Court’s Final Approval of this settlement (“Final Approval Order”) is filed and then Settlement Checks will be mailed ten (10) business days after Defendants’ payments. This Final Fairness Hearing is currently scheduled for [REDACTED]. Please be patient.

## 9. How do I help make sure my Settlement Check has the correct amount of money and is sent to the correct address?

You should review the information on your Class Member Information Form, to make sure it is accurate. If it is accurate, you do not have to send in any response in order to participate in the Settlement and receive a Settlement Check. If it is not accurate, you should fully fill out the Information Form, indicating all corrections, and either send it by [REDACTED] to:

**SWANSON LANDSCAPING, INC. Settlement**  
**Settlement Administrator**  
**c/o ILYM Group, Inc.**  
**XXXXXXXXXXXXXXXX**  
**XXXXXXXXXXXXXXXX**

You may also call 1-800-XXX-XXXX to provide your corrections via telephone.

You should make a copy of your Information Form for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your Form. If you send in documents with your Information Form, you should send copies and keep your originals.

If you move, you must send or call in your new address. You should keep a current address in file with the Settlement Administrator at all times. Call 1-800-XXX-XXXX if you have a new address.

## 10. What am I giving up if I take the Settlement Check?

All Class Members who stay in the Class give up or “release” their legal claims against Swanson Landscaping, Inc. and Geoffrey O. Swanson, in this lawsuit. ***To be clear, if you do not “opt out” of the Class, you give up or “release” your legal claims in this lawsuit, regardless of whether you cash your Settlement Check or receive any money in this Settlement.*** The following is the full text of your legal release. Please read it carefully:

“Upon [Final Approval], Named Plaintiffs and Participating Class Members who do not opt out of the Settlement, release the Released Parties [Swanson Landscaping, Inc., Geoffrey O. Swanson] from any and all claims alleged or that could have been alleged in Named Plaintiffs’ Consolidated Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime or double time wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to furnish accurate itemized wage statements and wage statement violations (6) failure to pay wages upon separation of employment and within the required time (7) violation of California Business and Professions Code §§17200, et seq. and (8) any claims asserted under the Private Attorney General Act, based on the preceding claims (“Released Claims”).

Please call Class Counsel at 415-762-0270, if you have questions about this release.

## EXCLUDING YOURSELF (“OPTING OUT”)

### 11. What is “opting out”?

If you want to keep the right to sue Swanson Landscaping, Inc. or Geoffrey O. Swanson on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from or “opting out” of the Class. **If you opt out, you will not receive a payment from the Settlement.**

### 12. How do I “opt out” of this Settlement?

If you want to “opt out” of the Settlement, you must send a letter by mail, or complete the optional form on the Settlement Administrator’s website, printing it out and submitting it by mail, including your name and a statement that you request exclusion from the class in the *Flores v. Swanson Landscaping, Inc.* case and do not wish to participate in the settlement. Be sure to include your name, address, telephone number, and your signature. You must mail or scan your letter no later than [REDACTED] to:

SWANSON LANDSCAPING, INC. Settlement  
Settlement Administrator  
c/o ILYM Group, Inc.  
XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

If you ask to “opt out,” you will not get a Settlement Check or any benefits under the Settlement. You also **cannot** object to the Settlement. You will not be legally bound by anything that happens in this case. You may be able to sue Swanson Landscaping, Inc., in the future.

## OBJECTING TO THE SETTLEMENT

### 13. What’s the difference between “opting out” and objecting?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object **only if** you stay in the Class. “Opting out” is telling the Court that you don’t want to be part of the Class. If you “opt out,” you may not object to the Settlement because the case no longer affects you.

### 14. How do I object to the Settlement?

You can object to the entire Settlement or any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views. But you will still be bound by all the Court’s orders, even if your objection is rejected. If you file an objection, you will still receive a settlement payment. To object, you must send a letter saying that you object to *Flores v. Swanson Landscaping, Inc.* Be sure to include your name, address, telephone number, your signature, and the reasons you are objecting to the Settlement. Mail or scan your objection to this address and postmarked no later than [REDACTED]:

**SWANSON LANDSCAPING, INC. Settlement**  
**Settlement Administrator**  
**c/o ILYM Group, Inc.**  
**XXXXXXXXXXXXXX**  
**XXXXXXXXXXXXXX**

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

## **THE COURT'S FINAL FAIRNESS HEARING**

### **15. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing at \_\_\_\_\_ on \_\_\_\_\_, at the Superior Court of California, Alameda County, located at 1221 Oak Street, Fourth Floor, Oakland, California 94612, in Department 23. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Seligman will also listen to people who have asked to speak at the hearing. You are welcome to come at your own expense. If you have submitted a written objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. After the hearing, the Court will decide whether to approve the Settlement.

### **16. May I speak at the Final Fairness Hearing?**

If you have not "opted out," you may ask for permission to speak at the Final Fairness Hearing. You can speak regardless of whether you submitted a written objection as described above. To speak at the Hearing, you must send a letter stating your "Notice of Intent to Appear in *Flores v. Swanson Landscaping, Inc.*" Be sure to include your name, address, telephone number, and your signature. Also include some information about what you intend to say and whether you will be represented by a lawyer. Your "Notice of Intent to Appear" must be postmarked or scan no later than \_\_\_\_\_ and, if mailed to:

**SWANSON LANDSCAPING, INC. Settlement**  
**Settlement Administrator**  
**c/o ILYM Group, Inc.**  
**XXXXXXXXXXXXXX**  
**XXXXXXXXXXXXXX**

You should make a copy of your letter for your records. You may want to send it via certified or registered mail, and keep the receipt, in case there is a problem with your letter.

## IF YOU DO NOTHING

### 17. What happens if I do nothing at all?

If you do nothing, a Settlement Check will be mailed to you automatically at the same address to which this Notice was sent. You give up your right to sue Swanson Landscaping, Inc. and Geoffrey O. Swanson, on your own regarding all claims that are part of this Settlement. Unless you “opt out” or object to the Settlement, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Swanson Landscaping, Inc., and Geoffrey O. Swanson, about the legal issues in this case.

## THE LAWYERS AND CLASS REPRESENTATIVES REPRESENTING YOU

### 18. Do I have lawyers in this lawsuit?

Cristina Molteni of Molteni Employment Law and Jessica L. Campbell and Alexander G.L. Davies of Aegis Law Firm, PC represent you and other Class Members. These lawyers are called “Class Counsel.” These lawyers are being paid out of the Settlement Fund, and you will not be charged separately for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 19. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$200,000 (or 33% of the settlement fund) for attorneys’ fees and \$20,000 in costs and expenses associated with investigating the facts, litigating the case, and negotiating the Settlement. This amount is to be deducted from the \$600,000 Total Settlement Sum.

### 20. What are the Class Representatives getting?

Class Counsel will also ask the Court to approve an award of up to \$10,000 for each of the Class Representatives, for a total of \$20,000 for the Class Representatives. This proposed award for the Class Representatives is for the risk that they undertook when they filed this lawsuit and the time and effort they spent on your behalf in bringing this lawsuit against Swanson, and their own individual claims against Swanson.

## GETTING MORE INFORMATION

### 21. What if I still have questions?

This Notice summarizes the proposed Settlement. More details are in the Joint Stipulation of Settlement and other important documents such as the Consolidated Complaint. Visit the website [www.xxxxxxx.com](http://www.xxxxxxx.com), where you will find the Court’s Order Certifying the Class, the Consolidated Complaint that the Plaintiffs submitted, the Defendants’ Answer to the Consolidated Complaint, as well as all the papers regarding the approval of this class action settlement.

You may also speak to, write to, or email one of the lawyers by contacting them at the phone numbers and addresses below:

Class Counsel

Cristina Molteni (speaks fluent Spanish)  
Molteni Employment Law  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 762-0270  
Facsimile: (415) 762-0271  
Email address: [cmolteni@moltenilaw.com](mailto:cmolteni@moltenilaw.com)

Jessica L. Campbell  
Alexander G. L. Davies  
Aegis Law Firm, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250, ext. 115  
Facsimile: (949) 379-6251  
Email address: [adavies@aegislawfirm.com](mailto:adavies@aegislawfirm.com)

Alternatively, for a small fee, all of the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at the following address: <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter "HG20051571" as the case number and click "SEARCH." Images of every document filed in the case may be viewed (for a charge) through the "Register of Actions." You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

# CLASS MEMBER INFORMATION FORM/ FORMULARIO DE INFORMACIÓN PARA EL MIEMBRO DEL GRUPO

*Flores v. Swanson Landscaping, Inc. – Lopez v. Swanson Landscaping, Inc., et al.*

## DIRECTIONS/INSTRUCCIONES:

Please review carefully the information on the other side of this Form to make sure it is accurate.

If it is accurate, you do not have to send in any response in order to participate in the Settlement and receive a Settlement Check.

If it is NOT accurate, you should fully fill out this Form, indicating all corrections, and either send it by [DATE] to:

SWANSON LANDSCAPING, INC. Settlement  
Settlement Administrator  
c/o ILYM Group, Inc.  
XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX

OR call 1-800-XXX-XXXX to provide your corrections by telephone.

If you move before the Court's Final Fairness Hearing on [DATE], you must mail or call in your new address.

\*\*\*\*\*

*Por favor, revise cuidadosamente la información en el otro lado de este formulario para asegurarse que este correcta.*

*Si está correcta, Ud. no tiene que mandar ninguna respuesta para participar en el Acuerdo y recibir un Cheque del Acuerdo.*

*Si NO está correcta, Ud. debe llenar completamente este Formulario, indicando todas las correcciones y enviarlo antes del [DATE] a:*

SWANSON LANDSCAPING, INC. Settlement  
Settlement Administrator  
c/o ILYM Group, Inc.  
XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX

*O SI NO llamar al 1-800-XXX-XXXX para proveer las correcciones por teléfono.*

*Si Ud. se muda antes de la Audiencia Final de Equidad de la Corte en [DATE], Ud. debe llamar o enviar una carta con su nueva dirección.*

**Questions? Call 1-800-xxx-xxxx or Class Counsel at 415-762-0270/  
Preguntas? Llame al 1-800-xxx-xxxx o al Abogado del Grupo al 415-762-0270**

Go to the Reverse Side of this Form to Review Your Information  
Vea el Reverso de este Formulario para Revisar Su Información

**IMPORTANT!** If you disagree with the number of workweeks shown on the back of this page, you must submit this information now. Do not wait until later. See the reverse side for the telephone number and address to use. The Settlement Administrator will contact you to resolve your correction.

**¡IMPORTANTE!** Si Ud. está en desacuerdo con el número de semanas trabajadas que aparecen en el reverso de esta página, Ud. debe presentar este formulario ahora. No espere hasta más tarde. Vea el reverso de la página por el número de teléfono y dirección para usar. El Administrador del Acuerdo se comunicará con Ud. para resolver su corrección.

## NAME, PHONE NUMBER, AND MAILING ADDRESS/ NOMBRE, TELEFONO Y DOMICILIO

Please review your information in the left-hand column, and make any necessary changes in the right-hand column: *Por favor, revise su información en la columna de la izquierda y haga cambios necesarios en la columna de la derecha:*

### IDENTIFICATION/IDENTIFICACION #

Name (First, Middle, Last)/  
*Nombre (Nombres, Apellido):* XXXX  
*c/o / para entregar a:*

Street Address/Domicilio: XXX

City, State, Zip Code/  
*Ciudad, Estado, Código Postal*XXX

Phone/Telefono: XXX

### NAME/ADDRESS CHANGES (IF ANY)/CAMBIOS DE NOMBRE/DOMICILIO (SI HUBIERA):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Best Telephone Number (please include area code)

*Mejor Número de Teléfono (por favor incluya código de área)*

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

Alternate Telephone Number (please include area code)

*Número de Teléfono Alternativo (por favor incluya código de área)*

### IMPORTANT! ; IMPORTANTE!

If you move, please call the Settlement Administrator with your new mailing address at 1-800-000-0000. You should keep a current mailing address and telephone number on file at all times, as this will be the address to which your Settlement Payments will be sent.

*Si Ud. se muda, por favor llame al Administrador del Acuerdo con su nuevo domicilio al 1-800-000-0000. Ud. debe mantener un domicilio para recibir correspondencia y un número de teléfono actualizados con nosotros a todo momento, porque este será el domicilio al cual se le enviarán los Pagos del Acuerdo.*

## YOUR WORKWEEKS/SUS SEMANAS TRABAJADAS

Swanson Landscaping, Inc. has records that indicate that you were employed as an employee in California, for \_\_\_\_\_ **WORKWEEKS** between January 23, 2016 and December 31, 2019 and \_\_\_\_\_ **WORKWEEKS** between January 1, 2020 and March 15, 2021. Based on this information, **YOUR ESTIMATED SHARE OF THE SETTLEMENT will be \$**\_\_\_\_\_. If you disagree with the number of workweeks that Swanson states you worked above, you can challenge that number. To do this, tell us, below, why you think the number is incorrect. Add additional pages, if necessary. If you have documents that support your position, you can attach a copy of those documents to this Information Form. (You should keep your original documents.) You should make a copy of this Information Form for your records.

*Swanson Landscaping, Inc. tiene registros que indican que Ud. fue empleado como trabajador en California por \_\_\_\_\_ **SEMANAS TRABAJADAS** desde el 23 de enero de 2016 hasta el 31 de diciembre de 2019 y \_\_\_\_\_ **SEMANAS TRABAJADAS** desde el 1 de enero de 2020 hasta el 15 de marzo de 2021. Con base en esta información, **SU PARTE ESTIMADA DEL ACUERDO** será \$\_\_\_\_\_.*

*Si Ud. está en desacuerdo con el número de semanas trabajadas arriba que Swanson afirma que Ud. trabajó, Ud. puede disputar ese número. Para eso, díganos abajo porque Ud. piensa que ese número es incorrecto. Agregue más hojas, si es necesario. Si Ud. tiene documentos apoyando su posición, Ud. puede anexar una copia de esos documentos a este Formulario de Información. (Ud. debe mantener los documentos originales). Ud. debe hacer una copia de este Formulario de Información para su constancia.*

(1) EXPLAIN why you believe your Workweeks number is incorrect/EXPLIQUE porque Ud. cree que el número de semanas trabajadas es incorrecto:\_\_\_\_\_

(2) The BEST TELEPHONE NUMBER to call you/El MEJOR NUMERO DE TELEFONO para llamarlo: \_\_\_\_\_  
Area Code/Código de Área \_\_\_\_\_ Best Telephone Number/Mejor Número de Teléfono \_\_\_\_\_