

1 DAVID G. SPIVAK (SBN 179684)
2 david@spivaklaw.com
3 CAROLINE TAHMASSIAN (SBN 285680)
4 caroline@spivaklaw.com
5 THE SPIVAK LAW FIRM
6 8605 Santa Monica Bl
7 PMB 42554
8 West Hollywood, CA 90069
9 Telephone: (213) 725-9094
10 Facsimile: (213) 634-2485

11 Attorneys for Plaintiff,
12 JOSE LOZANO SANDOVAL, and all others similarly situated
13 (Additional attorneys for parties on following page)

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**
16 **(UNLIMITED JURISDICTION)**

17 JOSE LOZANO SANDOVAL, on behalf of
18 himself and all others similarly situated, and as an
19 “aggrieved employee” on behalf of other
20 “aggrieved employees” under the Labor Code
21 Private Attorneys General Act of 2004,

22 *Plaintiff,*

23 vs.

24 AMERICAN LANDSCAPE &
25 MAINTENANCE INC., a California corporation;
26 and DOES 1–50, inclusive,

27 *Defendant(s).*

Case No. CIVDS2011904

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Action filed: 5/29/2020

Department: S-26, The Honorable David
Cohn

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ADDITIONAL ATTORNEYS FOR PLAINTIFF

WALTER L. HAINES (SBN 71075)
 walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos, CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

ATTORNEYS FOR DEFENDANT

JULIE A. VOGELZANG (SBN 174411)
 Julie@svclegal.com
JANELLE R. THORNTON (SBN 294514)
 Janelle@svclegal.com
SCHOR VOGELZANG & CHUNG LLP
2170 Fourth Ave.
San Diego, CA 92101
Telephone: (619) 354-6518
Facsimile: (619) 906-2401

Attorneys for Defendant AMERICAN LANDSCAPE & MAINTENANCE INC.

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Jose Lozano
3 Sandoval (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class
4 members, on the one hand, and Defendant American Landscape & Maintenance Inc.
5 (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

6 **I. DEFINITIONS.**

7 The following definitions are applicable to this Settlement Agreement, in addition to other
8 terms defined elsewhere in the Agreement:

9 **A. “Action”** shall mean: (1) the civil action commenced on May 29, 2020, by
10 Plaintiff against Defendant in the Superior Court of California, County of SAN BERNARDINO,
11 Case No. CIVDS2011904, entitled: “Jose Lozano Sandoval, on behalf of himself, and all others
12 similarly situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’
13 under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. American
14 Landscape & Maintenance Inc., a California corporation; and DOES 1 through 50, inclusive,
15 *Defendant(s)*. ”

16 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons
17 working for Defendant as hourly, non-exempt employees in California during the Class Period.
18 Defendant estimates that, as of November 3, 2021, there were approximately 634 members with
19 27,396 paychecks between them.

20 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
21 David G. Spivak of The Spivak Law Firm and Walter L. Haines of UNITED EMPLOYEES
22 LAW GROUP.

23 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
24 **Payment”** shall mean the amounts awarded to Class Counsel by the Court to compensate them
25 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
26 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
27 post-Settlement compliance procedures.
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1 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**
2 **A** and incorporated by reference into this Agreement.

3 **F. “Class Period”** shall mean the period of time from May 29, 2016, through
4 November 3, 2021.

5 **G. “Class Representative Payment”** shall mean the special payment made to
6 Plaintiff in his capacity as Class Representative to compensate him for initiating the Action,
7 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees
8 and expenses in the event he was unsuccessful in the prosecution of the Action.

9 **H. “Court”** shall mean the Superior Court for the County of San Bernardino, 247
10 West Third Street, San Bernardino, CA 92415-0210, San Bernardino, CA 92415-0210.

11 **I. “Defense Counsel”** shall mean the attorneys representing Defendant in the
12 Action: Julie A. Vogelzang of Schor Vogelzang & Chung LLP.

13 **J. “Effective Date”** is defined as follows: If no objection to this Settlement or to any
14 of the terms and or conditions of the Settlement are filed by Plaintiff, another member of the
15 Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur on the day that
16 the Court enters an order of final approval of this Settlement; however, if any objection to this
17 Settlement or to any of the terms and or conditions of the Stipulation is filed by a member of the
18 Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur upon the
19 expiration of the time for the filing any appeal of the order of final approval of this Settlement.
20 If an appeal is filed or any writ granted, then the Effective Date shall occur after the appeal has
21 been dismissed or the writ dissolved and when there is no further time to appeal the dismissal of
22 the appeal or the dissolution of the writ.

23 **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court
24 to determine whether to approve finally and implement the terms of this Agreement.

25 **L. “Gross Settlement Amount”** shall mean the Gross Settlement Amount of
26 Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) payable by Defendant as
27 provided by this Agreement. The Gross Settlement Amount is non-reversionary; no portion of
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1 the Gross Settlement Amount will return to Defendant. Defendant's employer-side payroll taxes
2 arising from the payments made under this Settlement will be paid by Defendant separate from
3 and in addition to the Gross Settlement Amount. Defendant will pay the Gross Settlement
4 Amount in 48 equal \$5,208.33 monthly installment payments, outlined further below.

5 **M. "Judgment"** shall mean the Order of Final Judgment entered by the Court that
6 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
7 this Action.

8 **N. "Net Settlement Amount"** shall mean \$250,000.00 payable by Defendant
9 pursuant to this Settlement, less:

- 10 1. the Class Representative Payment approved by the Court;
- 11 2. the Class Counsel Fees Payment (one-third or 33 and 1/3% of Gross
12 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
13 \$12,500.00) approved by the Court;
- 14 3. the Settlement Administrator's reasonable fees and expenses approved by
15 the Court (not to exceed \$20,000.00);
- 16 4. the amount of PAGA Penalties (\$3,000.00 paid to the Labor and
17 Workforce Development Agency of California and \$1,000.00 paid to the PAGA Members for
18 the PAGA claim);
- 19 5. any other fees or expenses (other than attorneys' fees and expenses)
20 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by
21 the Court.

22 **O. "PAGA"** means the California Labor Code Private Attorneys General Act of
23 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

24 **P. "PAGA Members"** means all current and former hourly-paid, non-exempt
25 employees employed by Defendant and who worked in the State of California at any time during
26 the PAGA Period.

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1 **Q. “PAGA Penalties”** means the portion of the Gross Settlement Amount that the
2 Parties have agreed to allocate as civil penalties in order to settle claims arising under PAGA.
3 The Parties have agreed to allocate four thousand dollars (\$4,000) of the Gross Settlement
4 Amount as PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (i.e., \$3,000)
5 shall be paid directly to the LWDA in accordance with Labor Code §§ 2698 *et seq.* The
6 remaining twenty-five percent (25%) of the PAGA Penalties (i.e., \$1,000) shall be distributed
7 pro rata to PAGA Members, as described in this Settlement Agreement. PAGA Members will
8 receive payment from the employee portion of the PAGA Penalties regardless of whether they
9 submit a request for exclusion if the PAGA Penalties are approved by the Court.

10 **R. “PAGA Period”** means the period commencing on May 29, 2019, until and
11 including November 3, 2021.

12 **S. “Participating Class” or “Participating Class Members”** shall mean all
13 Settlement Class members who do not submit a valid and timely letter requesting to be excluded
14 from the Settlement, consistent with the terms set forth in this Settlement Agreement.

15 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
16 approval of the Settlement.

17 **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes
18 of action that are alleged, or reasonably could have been alleged based on the facts and claims
19 asserted in the Action and/or in the letters sent by Plaintiff to the LWDA concerning Defendant
20 and the other Released Parties, whether sounding in law or equity, tort, contract, statute, or other
21 applicable federal, state or local law or regulation, including but not limited to the following
22 claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
23 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or
24 compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to
25 provide complete, accurate wage statements; (vi) failure to pay wages timely at time of
26 termination or resignation; (vii) failure to provide timely pay wages during employment;
27 (viii) unfair business practices that could have been premised on the claims, causes of action or
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1 legal theories of relief described above or any of the claims, causes of action or legal theories of
2 relief pleaded in the Action; (ix) failure to maintain required payroll records; (x) all claims under
3 PAGA or for civil penalties that could have been premised on the claims, causes of action or
4 legal theories described above or any of the claims, causes of action or legal theories of relief
5 pleaded in the Action or Plaintiff's letters to the LWDA, including but not limited to the
6 California Code of Regulations and to Labor Code sections 210, 226, 226.3, 1174.5, 1197.1,
7 2802, 558, and 2699; and (xi) any and all damages, restitution, disgorgement, civil penalties,
8 statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. Released Claims
9 shall not apply to claims for workers' compensation benefits, unemployment insurance benefits,
10 or any other claim or right that as a matter of law cannot be waived or released. The Parties
11 acknowledge that Released Claims includes any claims for penalties by a PAGA Member
12 resulting from any LWDA investigation. The Parties will meet and confer in good faith if the
13 Court requires changes to the scope of the Released Claims.

14 **V. "Response Deadline"** shall mean the date sixty (60) days after the Settlement
15 Administrator mails the Class Notice to Class Members, which is the last date on which Class
16 Members may submit Exclusion Requests, written objections to the Settlement, or Workweek
17 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline
18 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
19 for Exclusion Requests or Objections will be extended fifteen (15) calendar days for any Class
20 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
21 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to
22 the next day on which the U.S. Postal Service is open.

23 **W. "Settlement"** shall mean the disposition of the Action effectuated by this
24 Agreement.

25 **X. "Settlement Account"** shall mean a fund within the meaning of Treasury
26 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
27 Administrator for the benefit of Participating Class Members and PAGA Members.
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1 **Y. “Settlement Administrator”** shall mean Phoenix Class Action Administration
2 Solutions or another administrator proposed by the Parties and appointed by the Court to
3 administer the Settlement. The Parties represent that they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest.

6 **Z. “Settlement Share”** shall mean each Participating Class Member’s allocated
7 share of the Net Settlement Amount as provided by this Agreement and any payment a PAGA
8 Member is eligible to receive from the employee portion of the PAGA Penalties.

9 **II. RECITALS**

10 **A.** On or about October 21, 2019, Plaintiff, through his attorneys, sent a letter to the
11 Labor Workforce Development Agency (“LWDA”) alleging the following against Defendant:
12 failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods,
13 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
14 timely pay wages and related allegations (the “PAGA letter”). Plaintiff asserted these
15 representative claims on behalf of all Class Members who are or were employed during the
16 applicable statutory period.

17 **B.** On May 29, 2020, Plaintiff filed a class action complaint in the San Bernardino
18 Superior Court, alleging the same wage and hour claims as set forth in the earlier PAGA letter
19 and adding a cause of action for unfair competition. On December 18, 2020, Plaintiff filed a first
20 amended class action complaint in the San Bernardino County Superior Court, adding a cause of
21 action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

22 **C.** On January 25, 2021, Defendant answered Plaintiff’s First Amended Complaint
23 and denied, and continues to deny, all of Plaintiff’s material allegations. Specifically, Defendant
24 denies that Plaintiff and putative class members are entitled to additional wages. Defendant
25 contends it paid the putative Class Members for all hours worked as required by law. Defendant
26 denies the Class Members were deprived of meal and rest periods, alleges that it had meal and
27 rest break policies and procedures in place to ensure compliance with California law, and alleges
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1 that employees were allowed to take their rest and meal periods. Defendant further alleges that
2 the unpaid wage, improper wage statement, and rest and meal period claims are not amenable to
3 class treatment because common issues do not predominate. Defendant asserts that the waiting
4 time penalties claim will fail as to former Class Members who cannot prevail on the claims
5 described above. Defendant denies that it failed to issue accurate itemized wage statements, or
6 otherwise failed to keep accurate and complete employment records. Defendant denies that it
7 failed to reimburse for business expenses.

8 **D.** The Parties thereafter engaged in an informal, voluntary exchange of information
9 in the context of privileged settlement discussions to facilitate settlement discussions. Defendant
10 produced Plaintiff's entire personnel file (including policies and agreements he signed and
11 acknowledged), copies of its relevant company written policies, time-keeping records, email
12 messages, and paycheck data and records for the putative Class, and more detailed time and
13 payroll data for a random sample of putative Class Members specifically selected by Plaintiff's
14 counsel.

15 **E.** Based on their own thorough, independent investigation and evaluation of this
16 case, Class Counsel are of the opinion that the settlement with Defendant for the consideration
17 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest
18 of the Settlement Class in light of all known facts and circumstances, including the risk of
19 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
20 Defendant, the risks of adverse determinations on the merits, and numerous potential appellate
21 issues. Although Defendant contends it has no liability in this case, Defendant's counsel shares
22 Class Counsel's belief that the Agreement represents a fair and adequate settlement given the
23 respective risks associated with the case.

24 **F.** This Agreement represents a compromise and settlement of highly disputed
25 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
26 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class
27 on those claims or to the State, or as an admission by Plaintiff that Defendant's defenses raised
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1 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,
2 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
3 forth in this Agreement.

4 Based on the foregoing Recitals, the Parties agree as follows:

5 **III. SETTLEMENT TERMS AND CONDITIONS**

6 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
7 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
8 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
9 preliminarily and finally approved, the conditional certification of the Settlement Class will be
10 of no force or effect, does not constitute an admission by Defendant that class certification is
11 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
12 will litigate the issue of class certification.

13 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
14 Agreement, the Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars and No
15 Cents (\$250,000.00), plus Defendant's employer share of employer-side payroll taxes, is the
16 maximum amount payable by Defendant. In no event will Defendant be required to pay more
17 than the Gross Settlement Amount for distribution to the Plaintiff, Class Counsel, Class
18 Members, LWDA, and Settlement Administrator. However, if the number of Class Members
19 during the Class Period increases by more than 10.00%, the Defendant will pay a pro rata increase
20 in the Gross Settlement Amount, including pro rata increases in the Class Counsel Fees Payment,
21 and allocation to the Private Attorneys General Act claim. Likewise, if the number of Workweeks
22 during the Class Period increases by more than 10.00%, the Defendant will pay a pro rata increase
23 in the Gross Settlement Amount, including pro rata increases in the Class Counsel Fees Payment,
24 and allocation to the Private Attorneys General Act claim.

25 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
26 conditions of this Agreement, the Settlement Administrator will make the following payments
27 out of the Gross Settlement Amount as follows:
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1 **1. To Plaintiff.**

2 **(a) Class Representative Payment.** In addition to his Settlement
3 Share, Plaintiff will apply to the Court for an award of not more than Fifteen Thousand Dollars
4 and No Cents (\$15,000.00) as Class Representative Payment. Defendant will not oppose a Class
5 Representative Payment of not more than \$15,000.00. Plaintiff will receive no other payment
6 other than his Settlement Share and Class Representative Payment, and acknowledges that he is
7 aware of no other facts or circumstances related to his employment with Defendant that could
8 give rise to any additional entitlement to any further payments. The Settlement Administrator
9 will pay the Class Representative Payment approved by the Court out of the Gross Settlement
10 Amount. Payroll taxes, withholdings, and deductions will not be taken from the Class
11 Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that
12 payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due
13 on the Class Representative Payment. The Class Representative Payment is in exchange for the
14 release of Released Claims, General Release of the Plaintiff's individual claims, and for
15 Plaintiff's time, effort and risk in bringing and prosecuting the Action. Any adjustments made by
16 the Court to the requested Class Representative Payment shall not be deemed a material
17 modification of this Settlement Agreement. In the event that the Court reduces or does not
18 approve the requested Class Representative Payment, the Settlement Agreement remains in full
19 force and effect, Plaintiff shall not have the right to revoke the Settlement for that reason, it shall
20 remain binding, and any portion of the Class Representative Payment not awarded to Plaintiff
21 will not revert to Defendant, but instead shall be returned to the Net Settlement Amount.

22 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
23 not more than Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and No Cents
24 (\$83,333.00) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class Counsel
25 Fees Payment and an amount not more than Twelve Thousand Five Hundred Dollars and No
26 Cents (\$12,500.00) as their Class Counsel Litigation Expenses Payment, and Defendant will not
27 oppose this request. The Settlement Administrator will pay the amount approved by the Court
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1 (but not more than Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and No
2 Cents (\$83,333.00) in fees and not more than Twelve Thousand Five Hundred Dollars and No
3 Cents (\$12,500.00) in expenses) out of the Gross Settlement Amount. Withholding and
4 deductions will not be taken from the Class Counsel Fees and Litigation Expenses Payment and
5 one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

6 **3. To the Settlement Administrator.** The Settlement Administrator will be
7 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
8 Court in an amount currently estimated to not exceed Twelve Thousand Dollars and No Cents
9 (\$20,000.00).

10 **4. To the LWDA.** The Parties will jointly apply to the Court for approval of
11 a settlement of claims under the Private Attorneys General Act (“PAGA”), California Labor Code
12 section 2698, *et seq.*, for Four Thousand Dollars and No Cents (\$4,000.00), of which, payment
13 from the Gross Settlement Amount to the LWDA will be made in the amount of Three Thousand
14 Dollars and No Cents (\$3,000.00), which is 75% of the PAGA settlement. One Thousand Dollars
15 and No Cents (\$1,000.00), 25% of the PAGA settlement, will remain in the Net Settlement
16 Amount for distribution and will be distributed to PAGA Members on a *pro rata* basis based on
17 the total number of Individual Workweeks (full or partial) worked by each PAGA Member during
18 the PAGA Period. Partial workweeks shall be rounded up to the nearest whole integer. PAGA
19 Members shall receive their portion of the PAGA Penalties regardless of their decision to submit
20 a request for exclusion to opt out of the Settlement.

21 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**
22 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
23 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
24 Settlement Share for each Participating Class Member will be calculated as follows,
25 understanding that the formulas below do not constitute an admission by either party, and are
26 intended only to provide a practical means to simplify and administer the claims process:

27 **(a) Participating Class Members’ Settlement Shares.** The
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1 settlement shares are allocated 33.33% to wages (for which employment taxes will be deducted
2 and W-2s issued) and 66.66% to penalties and interest (for which 1099s will be issued).

3 **(b) Class Portion of Settlement Ratio Calculation.** The Settlement
4 Administrator shall assign to each Class Member a “Settlement Ratio,” which shall be a fractional
5 number comprised of (a) that Class Member’s Individual Workweeks as the numerator, and (b)
6 the aggregate total of all Class Members’ Individual Workweeks as the denominator. The
7 Settlement Administrator shall assign to each Class Member the “Settlement Share” which shall
8 be calculated by multiplying that Class Member’s Settlement Ratio by amount allocated to Class
9 Members from the Net Settlement Amount.

10 **(c) PAGA Portion of Settlement Share Calculation.** Defendant will
11 provide the Settlement Administrator with the total number of workweeks (full or partial) during
12 the PAGA Period for each PAGA Member. Defendant will also provide the total aggregated
13 number of Individual Workweeks worked by all PAGA Members during the PAGA Period. The
14 amount that each PAGA Member will receive will be calculated by dividing each participating
15 PAGA Member’s Individual Workweeks by the total workweeks of all PAGA Members, and
16 then multiplying the resulting fraction by the 25% share of the PAGA Penalties designated for
17 distribution to PAGA Members. PAGA Members shall receive this portion of their individual
18 Settlement Shares regardless of whether they submit a request for exclusion to opt out of the
19 Settlement regarding the class claims.

20 **2. Settlement Share Worksheet.** Upon calculation of the Class Members’
21 and PAGA Members’ Settlement Share, the Settlement Administrator shall furnish to Class
22 Counsel and Defense counsel a worksheet containing a list unique identifying numbers for each
23 of the Class Members with their corresponding Individual Workweeks and Settlement Shares.

24 **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the
25 Class Members’ claims for unpaid wages. Each Class Member shall be individually responsible
26 for the employee’s share of applicable payroll tax withholdings and deductions. Accordingly,
27 each Settlement Share allocated to wages will be reduced by applicable employee-side payroll
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1 tax withholdings and deductions, and the Settlement Administrator will issue a Form W-2 to each
2 Participating Class Member. The remaining non-wage payments will be reported on an IRS
3 Form-1099 by the Settlement Administrator. For PAGA Members who submit a timely and valid
4 request for exclusion to opt out of the class portion of the Settlement, 100% of the individual
5 Settlement Share to that individual shall be allocated as penalties, and not wages, for which the
6 Settlement Administrator will issue to the PAGA Member an IRS Form-1099. Defendant will be
7 responsible for the normal employer's share of any payroll tax attributable to the wage portion
8 of the Settlement Share payments. Defendant's payment of the normal employer's share of
9 payroll taxes attributable to the wage portion of the Settlement Share payments will be in addition
10 to the Gross Settlement Amount or Net Settlement Amount.

11 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
12 appoint Phoenix Class Action Administration Solutions, a qualified administrator, to serve as the
13 Settlement Administrator, which, as a condition of appointment, will agree to be bound by this
14 Agreement with respect to the performance of its duties and its compensation. The Settlement
15 Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class
16 Members; and using reasonable measures to contact all Class Members, including conducting a
17 National Change of Address search on all Class Members before mailing the Class Notice to
18 each Class Member's address. The Settlement Administrator's duties will also include re-mailing
19 the Class Notice to the Class Member's new address for those Class Members whose address has
20 changed; providing the Parties with weekly status reports about the delivery of Class Notice;
21 calculating Settlement Shares; issuing and distributing checks to effectuate the payments due
22 under the Settlement; reporting to the Court as required; and otherwise administering the
23 Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and
24 expenses, including the cost of printing and mailing the Class Notice, will be paid out of the
25 Gross Settlement Amount, as set forth herein, subject to Court approval. Any portion of the of
26 the Settlement Administrator's fees and expenses that are not used or which are not awarded by
27 the Court will not revert to Defendant, but instead will be part of the Net Settlement Amount for
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1 distribution to Participating Class Members. If the Settlement Administrator's fees and expenses
2 exceed Twelve Thousand Dollars and No Cents (\$20,000.00), such cost will be deducted from
3 the Net Settlement Amount.

4 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

5 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
6 will move the Court for an order granting Preliminary Approval of the Settlement (the "Motion
7 for Preliminary Approval"), setting a date for the Final Approval Hearing, and approving the
8 Class Notice (attached as **Exhibit A** to this Agreement), the Exclusion Request form (attached
9 as **Exhibit B** to this Agreement), and the Workweeks Dispute form (attached as **Exhibit C** to
10 this Agreement). Any disagreement among the Parties concerning the Class Notice or other
11 documents necessary to implement the Settlement will be referred to the Court.

12 **1.** At the hearing on the Motion for Preliminary Approval, the Parties
13 anticipate that they will appear and support the granting of the motion, and that Class Counsel
14 will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class
15 and Setting Hearing for Final Approval of Settlement.

16 **2.** Should the Court decline to approve the Settlement, the Settlement will be
17 null and void and the Parties will have no further obligations under it.

18 **B. Notice to Class Members.** After the Court enters its order granting Preliminary
19 Approval of the Settlement, every Class Member will be provided with a "Class Notice."

20 **1. List of Class Members.** Within fourteen (14) days after the Court grants
21 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement
22 Administrator:

23 **(a)** An electronic database of all Class Members, last known mailing
24 address, and Social Security number ("Class Members' Data").

25 **(b)** Corresponding to each Class Member's name, Defendant shall
26 provide a figure indicating the total number of workweeks during the Class Period in which that
27 Class Member was employed by and worked for Defendant as a Class Member. That number of
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1 workweeks shall be referred to as that Class Member's "Individual Workweeks."

2 (c) If any of the Class Members' Data are unavailable to Defendant,
3 Defendant will so inform Class Counsel and the Parties will make its best efforts to reconstruct
4 or otherwise agree upon the Class Members' Data prior to when it must be submitted to the
5 Settlement Administrator. Class Members' Data will otherwise remain confidential and will not
6 be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to
7 Defendant's express written authorization or by order of the Court.

8 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the
9 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will
10 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing
11 address information provided by Defendant, unless modified by any updated address information
12 that the Settlement Administrator obtains in the course of administration of the Settlement.

13 **3. Returned Class Notice.** If a Class Notice is returned because of an
14 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days
15 from receipt of the returned Class Notice, search for a more current address for the Class Member
16 and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the
17 Class Members' Data and otherwise work with Defendant's Counsel and Class Counsel to find
18 a more current address. The Settlement Administrator will be responsible for taking reasonable
19 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
20 address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S.
21 Postal Service. These reasonable steps shall include the tracking of all undelivered mail;
22 performing address searches for all mail returned without a forwarding address; and promptly re-
23 mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,
24 the Settlement Administrator will note for its own records and notify Class Counsel and
25 Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status
26 report provided to the Parties.

27 **4. Declaration of Settlement Administrator.** Not later than twenty-one
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1 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
2 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
3 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
4 Administrator will supplement its declaration of due diligence if any material changes occur from
5 the date of the filing of its prior declaration.

6 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
7 estimated Settlement Share, the Class Member may produce evidence to the Settlement
8 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
9 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
10 must be postmarked by the Response Deadline. A Class Member may use the Workweeks
11 Dispute form (**Exhibit C** to this Settlement), though a Class Member is not obligated to do so to
12 dispute information in the Class Notice. Absent evidence rebutting Defendant's records,
13 Defendant's records will be presumed determinative. However, if a Class Member produces
14 evidence contrary to Defendant's records by the Response Deadline, the Settlement
15 Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute,
16 including providing all available relevant information to all counsel. The Parties will resolve all
17 disputes jointly, which shall be final and binding on any Class Member disputes, and shall
18 thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the
19 Parties cannot reach an agreement, the dispute shall be submitted to the Court for final
20 determination. All such disputes are to be resolved or submitted to the Court not later than
21 fourteen (14) calendar days after the Response Deadline.

22 **D. Requests for Exclusion from Settlement; and Objections to Settlement.** Class
23 Members may submit requests to be excluded from the effect of the Settlement, or objections to
24 the Settlement, pursuant to the following procedures:

25 **1. Request for Exclusion from Settlement.** A Class Member may request
26 to be excluded from the effect of this Agreement, and any payment of amounts under this
27 Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class
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1 Member wants to be excluded from this Action. This letter must include the Class Member's
2 name, address, telephone number, signature and a clear statement requesting to be excluded from
3 the settlement of the class claims, as set forth on the Request for Exclusion form or similar to the
4 following: "I wish to exclude myself from the class settlement reached in the matter of *Lozano*
5 *Sandoval v. American Landscape and Maintenance, Inc.* I understand that by excluding myself,
6 I will not receive money from the settlement of my individual claims." To be valid and timely,
7 the request to be excluded must be postmarked by the Response Deadline and received by the
8 Settlement Administrator. A Class Member may use the Exclusion Request form (**Exhibit B** to
9 this Settlement), though a Class Member is not obligated to do so to request exclusion from the
10 Settlement. A Class Member who properly submits a valid and timely request to be excluded
11 from the Action shall not receive any payment of any kind in connection with this Agreement or
12 this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no
13 standing to object to the Settlement, except that the request for exclusion shall not be effective
14 as to the release of claims arising under PAGA and shall not preclude the Class Member from
15 receiving their share of the PAGA Penalties. A request for exclusion must be mailed to the
16 Settlement Administrator at the address provided on the Class Notice. The Settlement
17 Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

18 *To Class Counsel:*

19 David G. Spivak, Esq.
20 THE SPIVAK LAW FIRM
21 8605 Santa Monica Bl
22 PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Julie A. Vogelzang, Esq.
Schor Vogelzang & Chung LLP
2170 Fourth Ave.
San Diego, CA 92101

23 **2. Objections to Settlement.** The Class Notice will provide that any Class
24 Member who does not request exclusion from the Action and who wishes to object to the
25 Settlement should submit an objection in writing to the Settlement Administrator. To be valid,
26 an objection must be postmarked by the Response Deadline and received by the Settlement
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1 Administrator. The written objection to the Settlement should set forth the grounds for the
2 objection and the other information required by this paragraph. The objection should be mailed
3 to the Settlement Administrator at the address provided on the Class Notice. The Settlement
4 Administrator shall transmit the objections to counsel for the Parties as follows:

5 *To Class Counsel:*

6 THE SPIVAK LAW FIRM
7 8605 Santa Monica Bl
8 PMB 42554
9 West Hollywood, CA 90069

5 *To Defense Counsel:*

6 Julie A. Vogelzang, Esq.
7 Schor Vogelzang & Chung LLP
8 2170 Fourth Ave.
9 San Diego, CA 92101

10 Counsel will promptly file such objection with the Court.

11 The written objection should state the objecting Class Member's full name, address, and
12 the approximate dates of his or her employment with Defendant. The written objection should
13 state the basis for each specific objection and any legal support in clear and concise terms. The
14 written objection also should state whether the Class Member intends to formally intervene and
15 become a party of record in the action, and upon formally intervening, appear and argue at the
16 Final Approval Hearing.

17 Regardless of whether an objecting Class Member complies with the objection procedure
18 encouraged above, the Court will provide a Class Member with the opportunity to speak at the
19 final approval hearing regardless of whether he or she has filed an appearance or submitted a
20 written opposition beforehand. If the objecting Class Member does not formally intervene in the
21 action and/or the Court rejects the Class Member's objection, the Class Member will still be
22 bound by the terms of this Agreement.

23 **E. Report.** Not later than fourteen (14) days after the deadline for submission of
24 requests for exclusion, the Settlement Administrator will provide the Parties with a complete and
25 accurate list of all Class Members who sent timely requests to be excluded from the Action and
26 all Class Members who objected to the settlement.

1 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
2 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
3 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
4 If Class Members accounting for more than 5.00% of the Class submit valid requests to be
5 excluded from the Settlement, then Defendant shall have the unilateral right to void this
6 Settlement. Defendant may do so by giving notice to Class Counsel and the Court of its election
7 to void the Settlement not later than seven (7) days before the Final Approval Hearing. No sums
8 shall be payable by Defendant if this Agreement is voided as provided for herein with one
9 exception: Defendant agrees to pay any fees owing to the Settlement Administrator for services
10 rendered in the event Defendant exercises its right to void the Settlement.

11 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
12 motion for final approval of the Settlement and payment of the Settlement Administrator's
13 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
14 Class Counsel will serve on Defendant and file with the Court a motion for awards of the Class
15 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
16 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

17 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
18 response to any Class Member's objection to the Settlement and/or reply in support of their
19 motion for final approval of the Settlement, and payment of the Settlement Administrator's
20 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
21 and Class Counsel may file replies in support of their motions for the Class Representative
22 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

23 If the Court ultimately does not grant final approval of the Settlement or grants final
24 approval conditioned on any material change to the Settlement, then either Party will have the
25 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
26 obligations under the Settlement, including any obligation by Defendant to pay the Gross
27 Settlement Amount or any amounts that otherwise would have been payable under this
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1 Agreement, except that Defendant and Plaintiff will jointly and equally pay the Settlement
2 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
3 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
4 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
5 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
6 constitute a material modification to the Settlement within the meaning of this Paragraph and
7 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
8 appeal awards of attorneys' fees and costs less than requested.

9 Upon final approval of the Settlement by the Court at or after the Final Approval Hearing,
10 the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment.
11 The Final Order and Judgment shall permanently bar all Participating Class Members from
12 prosecuting against Defendant any claims within the scope of the Releases contained in this
13 Agreement.

14 After entry of the Judgment, the Court will have continuing jurisdiction over the Action
15 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Judgment matters as may be appropriate
17 under court rules or applicable law.

18 **H. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
19 terms and conditions of this Agreement, and that no Class Member timely objects to the
20 Settlement and formally intervenes into the action as required under the California Supreme
21 Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106
22 (2018) or files a motion pursuant to Civil Procedure Code section 663, Defendant, and its
23 respective counsel hereby waive, except as provided for in this Agreement or prohibited by law,
24 any and all rights to appeal from the Judgment, including all rights to any post-judgment
25 proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new
26 trial, any extraordinary writ, and any appeal, and the Judgment therefore will become non-
27 appealable at the time it is entered. The waiver of appeal does not include any waiver of the right
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1 to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken
2 from the Judgment, the time for consummation of the Settlement (including making any
3 payments under the Settlement) will be suspended until the appeal is fully and finally resolved
4 and the Judgment, consistent with the terms of this Agreement, becomes Final.

5 **I. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
6 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
7 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
8 the Judgment such that there is a material modification to the Settlement, and that court's decision
9 is not completely reversed and the Judgment is not fully affirmed on review by a higher court,
10 then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the
11 Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
12 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
13 materially modifying the Judgment becomes final. The Party exercising its right to unilaterally
14 void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement
15 Administrator for services rendered. An order vacating, reversing or modifying the Court's award
16 of the Class Representative Payment, or the Class Counsel Fees Payment and/or Class Counsel
17 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of
18 the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.

19 **J. Establishment of Settlement Account and Installment Payments.** The
20 Settlement Administrator shall establish a Settlement Account for distributing Settlement Shares
21 and Payments identified in this Agreement. Within ten (10) calendar days of the Effective Date,
22 Defendant shall pay the Gross Settlement Amount into the Settlement Account as follows: Within
23 ten (10) calendar days of the Effective Date, Defendant shall pay the first of 48 monthly
24 \$5,208.33 installment payments on the Gross Settlement Amount into the Settlement Account
25 and shall pay each of the remaining monthly \$5,208.33 installment payments on a monthly basis
26 thereafter until it has fully paid the Gross Settlement Amount. Should the 10th calendar day
27 following the Effective Date fall on a weekend or state/federal holiday, Defendant shall remit
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1 payment on the following weekday/non-holiday.

2 **K. Default on Payment.** In the event Defendant fails to pay any portion of the Gross
3 Settlement Amount, it shall be considered a default. In the event Defendant fails to make any
4 payment on the date it is due, the Settlement Administrator will provide notice to Class Counsel
5 and Defense Counsel within five (5) business days of the missed payment. Thereafter, Defendant
6 will have fifteen (15) days to cure the default and tender payment to the Settlement Administrator.
7 In the event Defendant fails to cure the default within the times set forth herein, Plaintiff may,
8 among other remedies, elect to enter judgment against Defendant, on an ex parte basis, for the
9 balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover
10 interest at ten percent (10%) per year and reasonable attorneys' fees and costs.

11 **L. Payment of Settlement Shares.** There will be multiple distributions of the Gross
12 Settlement Amount as follows:

13 **1. First Distribution.** Within fourteen (14) calendar days of the Effective
14 Date, or within ten (10) calendar days of the deadline for the Twelfth (12th) payment (whichever
15 is later), the Settlement Administrator shall distribute, *pro rata*, the portion of the Gross
16 Settlement Amount Defendant paid by that date, including *pro rata* portions of the Settlement
17 Shares, PAGA payment to the LWDA, Class Representative Payment, the Class Counsel Fees
18 Payment, the Class Counsel Litigation Expenses Payment, and the Settlement Administrator's
19 payment.

20 **2. Second Distribution.** Within ten (10) calendar days of the Twenty-Fourth
21 (24th) Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the portion
22 of the Gross Settlement Amount Defendant paid since the first distribution, including *pro rata*
23 portions of the Settlement Shares, PAGA payment to the LWDA, Class Representative Payment,
24 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
25 Settlement Administrator's payment.

26 **3. Third Distribution.** Within ten (10) calendar days of the Thirty-Sixth
27 (36th) Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the portion
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1 of the Gross Settlement Amount Defendant paid since the second distribution, including *pro rata*
2 portions of the Settlement Shares, PAGA payment to the LWDA, Class Representative Payment,
3 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
4 Settlement Administrator's payment.

5 **4. Fourth and Final Distribution.** Within ten (10) calendar days of the
6 Forty-Eighth (48th) Installment Payment, the Settlement Administrator shall distribute, *pro rata*,
7 the portion of the Gross Settlement Amount Defendant paid since the third distribution, including
8 *pro rata* portions of the Settlement Shares, PAGA payment to the LWDA, Class Representative
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Settlement Administrator's payment.

11 **M. Uncashed Settlement Share Checks.** Any check issued by the Settlement
12 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
13 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
14 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
15 (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds,
16 will be paid to the California Unclaimed Property Fund.

17 **N.** The Settlement Administrator will mail or wire all required payments no later than
18 fourteen (14) calendar days after receipt of the funds representing the Gross Settlement Amount
19 from Defendant according to the Distributions in Section IV(K). Proof of payment will be filed
20 with the Court.

21 **O. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
22 days after final disbursement of all funds from the Settlement Account, the Settlement
23 Administrator will serve on the Parties for filing with the Court a declaration providing a final
24 summary report on the disbursements of all funds from the Settlement Account.

25 **V. RELEASE OF CLAIMS**

26 **A. Plaintiff and Class Members.** Upon the Effective Date, the Parties agree that it
27 is their intent that the resolution set forth in this Settlement will release and discharge Released
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1 Claims by way of any further attempt, by lawsuit, administrative claim or action, arbitration,
2 demand, or other action of any kind by each and all of the Participating Class Members (including
3 participation to any extent in any representative or collective action), against Defendant and all
4 of those entities' and individual's past, present and future agents, employees, servants, officers,
5 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
6 subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns,
7 predecessors, successors, service providers, insurers, consultants, subcontractors, joint
8 employers, employee benefit plans and fiduciaries thereof, affiliated organizations, and all
9 persons acting under, by, through or in concert with any of them, and each of them, arising during
10 the period May 29, 2016 through the date of Preliminary Approval, and arising from, could have
11 been asserted, or related in any way to the claims asserted in the Action against Defendant based
12 on the facts pleaded in the operative complaint. The Participating Class Members will release
13 and discharge Defendant, and any of its former and present parents, subsidiaries, owners,
14 shareholders, officers, directors, employees, affiliates, successors, assigns, agents, attorneys,
15 legal representatives ("Released Parties"). All PAGA Members, regardless of whether they
16 submit timely and valid requests for exclusion from the Settlement, will release all claims under
17 PAGA that could have been premised on the claims, causes of action or legal theories during the
18 PAGA Period as described in the Action and/or in Plaintiff's letters to the LWDA concerning
19 Defendant or any other Released Party. The State of California will also release all claims under
20 PAGA that could have been premised on the claims, causes of action or legal theories described
21 in the Action and/or in Plaintiff's letters to the LWDA concerning Defendant or any other
22 Released Party.

23 **B. Class Counsel.** As of the date the Judgment becomes Final, and except as
24 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class
25 Counsel (The Spivak Law Firm and United Employees Law Group), including without limitation
26 David G. Spivak, Esq. and Walter L. Haines, Esq., waive any claim to costs and attorneys' fees
27 and expenses against Defendant or the Releasees arising from or related to the Action, except
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1 those incurred to enforce this Agreement and collect the Judgment, including but not limited to
2 claims based on the California Labor Code, the California Civil Code, the California Code of
3 Civil Procedure, the Fair Labor and Standards Act, or any other statute or law (the “Class Counsel
4 Released Claims”).

5 **C. Tax Liability.** Defendant makes no representation as to the tax treatment or
6 legal effect of the payments called for in this Agreement, and Plaintiff, Participating Class
7 Members, and PAGA Members are not relying on any statement, representation, or calculation
8 by Defendant or by the Settlement Administrator in this regard. Plaintiff, Participating Class
9 Members, and PAGA Members understand and agree that except for Defendant’s payment of
10 the employer’s portion of any payroll taxes, they will be solely responsible for the payment of
11 any taxes and penalties assessed on the payments described herein.

12 **D. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
14 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
15 PARTY”) ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
16 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
17 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
18 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
19 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
20 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
21 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
22 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND
23 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
24 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
25 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
26 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
27 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
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1 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
4 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
5 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.

9 **E. General Release of Additional Claims & Rights by Plaintiff.** Upon the
10 funding of the first installment of the Gross Settlement Amount and all applicable employer-
11 side payroll taxes, and as a condition of receiving any portion of his Class Representative
12 Payment, Plaintiff hereby agrees to the following General Release: In consideration of
13 Defendant's promises and agreements as set forth herein, Plaintiff hereby releases all claims
14 related to his employment or alleged employment with Defendant, including all claims alleged
15 in the Action, and all claims known and unknown, suspected or unsuspected, without
16 exception, except as may be prohibited by law, regardless of whether the knowledge of such
17 claims, or the facts upon which they might be based, would materially have affected the
18 settlement of this matter, and that the consideration given under this Agreement is also for the
19 release of those claims and contemplates the extinguishment of any such unknown claims.
20 Also, Plaintiff expressly waives all rights and benefits afforded by California Civil Code
21 Section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
24 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
25 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
26 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

27 This release specifically excludes claims for unemployment insurance, disability, social
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1 security, and workers' compensation (with the exception of claims arising pursuant to
2 California Labor Code Sections 132(a) and 4553).

3 The release provisions of this Settlement will be null and void in the event Defendant
4 fails to make any of the installment payments set forth in Section IV(L).

5 **VI. NON-PUBLICITY PROVISION**

6 The Parties and their counsel agree that they will not issue any press releases, initiate any
7 contact with the press, respond to any press inquiry, or have any communication with the press
8 about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
9 that they will not engage in any advertising or distribute any marketing materials relating to the
10 Settlement of this case in any manner that identifies the Defendant, including but not limited to
11 any postings on any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel
12 will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate
13 family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3)
14 other Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or
15 conditions of this Settlement in any manner that identifies the Defendant. However, Class
16 Counsel may identify this Settlement in other matters to demonstrate their adequacy as counsel
17 in such other matters.

18 **VII. MISCELLANEOUS TERMS**

19 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
20 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
21 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
22 and Class Members will be deemed to have waived all such claims, whether known or unknown
23 by them, as part of their release of claims under this Agreement.

24 **B. No Admission of Liability.** Defendant denies that it has engaged in any unlawful
25 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
26 claims asserted in the Action. This Agreement is entered into solely for the purpose of
27 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed
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1 as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of
2 his claims was non-meritorious or any defense asserted by Defendant was meritorious. This
3 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have
4 no bearing on, and will not be admissible in connection with, any litigation (other than solely in
5 connection with the Settlement).

6 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this
7 Agreement, any document, statement, proceeding or conduct related to the Settlement or the
8 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or
9 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
10 Defendant or any other Released Parties, including, but not limited to, evidence of a presumption,
11 concession, indication or admission by any of the Released Parties of any liability, fault,
12 wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence
13 against any of the Released Parties, in any further proceeding in the Action, or any other civil,
14 criminal or administrative action or proceeding except for purposes of effectuating the Settlement
15 pursuant to this Agreement.

16 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
17 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
18 between the Parties relating to the Settlement, and it will then be deemed that no oral
19 representations, warranties, covenants, or inducements have been made to any Party concerning
20 this Agreement or its exhibits other than the representations, warranties, covenants, and
21 inducements expressly stated in this Agreement and its exhibits.

22 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
26 The Parties and their counsel will cooperate with each other and use their best efforts to effect
27 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
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1 the form or content of any document needed to implement the Agreement, or on any supplemental
2 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
3 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
4 and assistance of the court will be consistent with this Agreement.

5 **F. Use and Return of Documents and Data.** All originals, copies, and summaries
6 of documents and data provided to Class Counsel by Defendant in connection with the settlement
7 negotiations in this matter may be used only with respect to this Settlement, and for no other
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
9 or rule. Upon written request from Defendant, Class Counsel will return or destroy all such
10 documents and data. Class Counsel will confirm in writing to Defendant the destruction of all
11 such documents and data within fourteen (14) days of such request.

12 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
13 amended, modified, changed, or waived only by an express written instrument signed by all
14 Parties or their successors-in-interest.

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

17 **I. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
18 be governed by and interpreted according to the laws of the State of California, without giving
19 effect to any conflict of law principles or choice of law principles.

20 **J. Cooperation in Drafting.** The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the
22 basis that the Party was the drafter or participated in the drafting.

23 **K. Fair Settlement.** The Parties and their respective counsel believe and warrant that
24 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
25 at this Agreement through arms-length negotiations, considering all relevant factors, current and
26 potential.

27 **L. Headings.** The descriptive heading of any section or paragraph of this Agreement
28

1 is inserted for convenience of reference only and does not constitute a part of this Agreement.

2 **M. Notice.** All notices, demands or other communications given under this
3 Agreement will be in writing and deemed to have been duly given as of the third calendar day
4 after mailing by United States mail, addressed as follows:

5
6 *To Class Counsel:*
7 David G. Spivak, Esq.
8 THE SPIVAK LAW FIRM
9 8605 Santa Monica Bl
10 PMB 42554
11 West Hollywood, CA 90069

To Defense Counsel:
Julie A. Vogelzang, Esq.
Schor Vogelzang & Chung LLP
2170 Fourth Ave.
San Diego, CA 92101

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Ejecución en Contraparte. El presente Acuerdo puede ejecutarse en una o más contrapartes. Todas las contrapartes ejecutadas y cada una de ellas se considerarán como un único y mismo instrumento, siempre que los abogados de las Partes intercambien entre sí las contrapartes originales firmadas. Las firmas facsímiles serán prueba presuntiva de ejecución del original, que deberán presentarse a previa solicitud razonable. Cualquier contraparte ejecutada será admisible para probar la existencia y contenido del presente Acuerdo.

Con fecha de: Julio ____, 2022
07 / 29 / 2022

Por: 
JOSÉ LOZANO SANDOVAL

Con fecha de: Julio ____, 2022

Por: _____
Dan Stauffer
American Landscape & Maintenance Inc.

Con fecha de: Julio ____, 2022

THE SPIVAK LAW FIRM
Por: _____
DAVID G. SPIVAK, Abogados del
Demandante, JOSÉ LOZANO SANDOVAL,
y todos los demás en situación similar

Con fecha de: Julio ____, 2022

UNITED EMPLOYEES LAW GROUP
Por: _____
WALTER L. HAINES, Abogados del
Demandante, JOSÉ LOZANO SANDOVAL,
y todos los demás en situación similar

Con fecha de: Julio ____, 2022

SCHOR VOGELZANG & CHUNG LLP
Por: _____
JULIE A. VOGELZANG, Abogados del
Demandado, AMERICAN LANDSCAPE &
MAINTENANCE INC.

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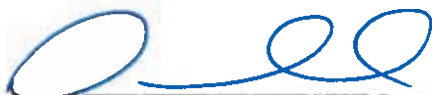
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I

1 **Execution in Counterpart.** This Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them will be deemed to be one and the same
3 instrument provided that counsel for the Parties will exchange between themselves original signed
4 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
5 which shall be produced on reasonable request. Any executed counterpart will be admissible to
6 prove the existence and contents of this Agreement.

7
8 Dated: July , 2022

By: _____
JOSE LOZANO SANDOVAL

9
10 Dated: July 18 2022

By: 

Dan Stauffer
American Landscape & Maintenance
Inc.

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12
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14 Dated: July , 2022 07 / 20 / 2022

THE SPIVAK LAW FIRM

By: 

DAVID G. SPIVAK, Attorneys for
Plaintiff, JOSE LOZANO
SANDOVAL, and all others similarly
situated

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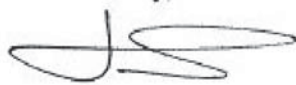
UNITED EMPLOYEES LAW GROUP

By: 

WALTER L. HAINES, Attorneys for
Plaintiff, JOSE LOZANO
SANDOVAL, and all others similarly
situated

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23
24 Dated: July 18 2022

SCHOR VOGELZANG & CHUNG LLP

By: 

JULIE A. VOGELZANG, Attorneys for
Defendant, AMERICAN
LANDSCAPE & MAINTENANCE
INC.

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EXHIBIT A

1
2 **NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

3 **THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.**
4 **PLEASE READ THIS NOTICE CAREFULLY.**
5 **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

6 **To: All current and former hourly-paid, non-exempt employees employed by**
7 **American Landscape & Maintenance Inc. and who worked in the State of**
8 **California at any time between May 29, 2016 and November 3, 2021.**

9 **I. WHY DID I GET THIS NOTICE?**

10 You are receiving this notice as a result of a lawsuit brought as a putative class and representative action
11 commenced on May 29, 2020, by Jose Lozano Sandoval (“Plaintiff”) against American Landscape & Maintenance
12 Inc. (“Defendant”). The case is currently pending in the San Bernardino County Superior Court, Case No.
13 CIVDS2011904 (the “Action”). The records of Defendant indicate that you currently work or previously worked
14 for Defendant in California at some time between May 29, 2016 and November 3, 2021 (the “Class Period”) as an
15 hourly, non-exempt employee. This Notice explains that for settlement purposes only, the Court has granted
16 preliminary approval of this class action settlement that may affect you. You have legal rights and options that you
17 may exercise at this time.

18 **II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?**

19 Plaintiff, who Defendant formerly employed as an hourly employee, filed a class and representative action
20 lawsuit claiming that Defendant violated California labor laws by: failure to pay wages, failure to provide meal
21 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
22 proper wage statements, failure to timely pay wages, failure to maintain required payroll records, maintained unfair
23 business practices, and related allegations. The Settlement also seeks to recover penalties pursuant to the California
24 Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code
25 and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and
26 restitution.

27 Defendant has denied and continues to deny any wrongdoing, denies Plaintiff’s factual and legal
28 allegations, and has maintained that it has valid defenses to the claims. Defendant denies any wrongdoing and asserts
that its pay practices at all times complied with the law.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of
avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair
and reasonable resolution of this legal dispute, Plaintiff and Defendant have voluntarily negotiated and entered into
a Settlement whereby Defendant have agreed to pay Two Hundred and Fifty Thousand Dollars and No Cents
(\$250,000.00) to resolve all of the class claims listed above. The Settlement is not an admission by Defendant of
any liability on any of the factual allegations or claims in the lawsuit or that the lawsuit can or should proceed as a
class action or PAGA action.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Class consists of all persons working for Defendant as hourly, non-exempt employees in California
during the Class Period (collectively “Class Members”). The Class Period is May 29, 2016 , through November 3,
2021.

As part of the settlement, Plaintiffs and Defendant agreed to conditionally certify the Class with respect to

1 all of the claims Plaintiffs alleged against Defendant as a class and representative action, for settlement purposes
2 only and to ask the Court to approve the settlement. The Court has not ruled on the merits of these claims, and the
3 decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement
that Plaintiff or the Class would ultimately prevail on the merits of the action. Defendant denies that this case should
proceed as a class action.

4 **IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?**

5 A. Defendant will pay \$250,000.00, plus its employer-side payroll taxes, to settle the claims. A
6 Settlement Administrator has been appointed to administer the settlement. The Settlement Administrator will pay
7 from the \$250,000.00: (1) costs of administering the claims up to \$20,000.00; (2) attorneys' fees up to \$83,333.00
8 plus documented costs up to \$12,500.00; (3) an enhancement not to exceed \$15,000.00 to Plaintiff for his work on
9 the class claims; and (4) \$4,000.00 in PAGA penalties (75% (\$3,000.00) of this will be paid to the California Labor
10 & Workforce Development Agency ("LWDA")). If the number of Class Members increases by more than 10.00%,
the Defendant will pay a pro rata increase in the Gross Settlement Amount, including pro rata increases in the Class
Counsel Fees Payment, and the allocation to the Private Attorneys General Act claim. Likewise, if the number of
Workweeks increases by more than 10.00%, the Defendant will pay a pro rata increase in the Gross Settlement
Amount, including pro rata increases in the Class Counsel Fees Payment, and the allocation to the Private Attorneys
General Act claim.

11 B. Your individual share will be based on the number of Workweeks you worked during the Class
12 Period. The amount of money you receive will be based on the size of your share in comparison to the size of all
13 Class Members' shares combined. The Settlement Administrator will assign to each class member a "Settlement
14 Ratio," which will be a fractional number comprised of (a) the number of Workweeks that a class member had
15 during the Class Period as the numerator, and (b) the aggregate total number of Workweeks that all Class Members
had during the Class Period as the denominator. The Settlement Administrator will assign to each Class Member the
"Settlement Share" which will be calculated by multiplying that class member's Settlement Ratio by amount
allocated to Class Members from the Net Settlement Amount. Your share of the PAGA Penalties will be calculated
pro rata based on the number of Workweeks that you worked between May 29, 2019 - November 3, 2021. Partial
Workweeks will be rounded up to the closest whole number.

16 C. If you do not exclude yourself from the settlement (according to the procedures explained below),
17 you will release the "Released Parties" from the "Released Claims" for the Class Period.

18 The "Released Parties" include Defendant, and any of its former and present parents, subsidiaries, owners,
shareholders, officers, directors, employees, affiliates, successors, assigns, agents, attorneys, legal representatives.

19 The "Released Claims" means claims, rights, demands, liabilities and causes of action that are alleged, or
20 reasonably could have been alleged based on the facts and claims asserted in the lawsuit and/or in the letters sent by
21 Plaintiff to the LWDA concerning Defendant and the other Released Parties, whether sounding in law or equity,
22 tort, contract, statute, or other applicable federal, state or local law or regulation, including but not limited to the
23 following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide
24 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
25 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi)
26 failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during
27 employment; (viii) unfair business practices that could have been premised on the claims, causes of action or legal
28 theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the
Action; (ix) failure to maintain required payroll records; (x) all claims under PAGA or for civil penalties that could
have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of
action or legal theories of relief pleaded in the Action or Plaintiff's letters to the LWDA, including but not limited
to the California Code of Regulations and to Labor Code sections 210, 226, 226.3, 1174.5, 1197.1, 2802, 558, and
2699; and (xi) any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or
attorneys' fees or costs resulting therefrom. Released Claims shall not apply to claims for workers' compensation
benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or

1 released. The Parties acknowledge that Released Claims includes any claims for penalties by a PAGA Member
2 resulting from any LWDA investigation.

3 The release of these claims pertains to the Class Period from May 29, 2016 through November 3, 2021.
4 All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished,
and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties
irrespective of whether the Class Member submits a request for exclusion.

5 **V. WHAT ARE MY OPTIONS?**

6 A. **Do nothing and accept your share of the \$250,000.00 settlement.** You will be deemed to have
accepted your share of the \$250,000.00 settlement and bound to the terms of the Settlement and any final disposition
7 entered if the Settlement is approved by the court if you do not submit a timely and valid request to be excluded
from the settlement as described in this Notice. In accepting your settlement share, you will waive all “Released
Claims” as described above.

8 B. **You may accept your share of the \$250,000.00 settlement but dispute the number of your**
9 **Workweeks.** If you do not agree with the number of Workweeks on this Class Notice, you must contact the
Settlement Administrator and provide the corrected information and any documentation you have supporting your
10 dispute.. You may use the enclosed Workweeks Dispute form for this purpose but you are not required to do so to
dispute the number of your Workweeks. Write down all dates that you worked or the number of Workweeks you
11 worked during the Class Period. Send in any documents to support your position by mail to the Settlement
Administrator, **Phoenix Class Action Administration Solutions**, at the following address:
12 [REDACTED], or by calling [REDACTED]. The Settlement Administrator will
read the documents both you and Defendant provide and make the final determination of the amount of your
13 settlement award. Your supporting documentation must be postmarked by <<date>> to be valid. Once the dispute
is resolved by the Settlement Administrator, and if the Settlement is finally approved by the Court, you will be sent
14 a check for your Settlement Share and you will have released all “Released Claims” as described above.

15 C. **You may exclude yourself from the Settlement.** If you exclude yourself from the Settlement,
you will no longer be a member of the Class so you will not receive any class action settlement money and you will
16 not be bound by the class settlement Release, except for claims which arise under PAGA. To be excluded from the
class action settlement, you must send by mail, postmarked by <<date>>, a written letter requesting that you be
17 excluded from the class action with your name, address, telephone number, and signature to the Settlement
Administrator, **Phoenix Class Action Administration Solutions**, at the following address:
18 [REDACTED], or by calling [REDACTED]. You may use the enclosed
Exclusion Request form for this purpose. Your Request for Exclusion must also include a statement that you do not
19 wish to be included in this action similar to the following: “I wish to exclude myself from the class settlement
reached in the matter of *Lozano Sandoval v. American Landscape and Maintenance, Inc.* I understand that by
20 excluding myself, I will not receive money from the settlement of my individual claims.” A statement to this effect
is already included on the enclosed Request for Exclusion form.

21 Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] will be
22 bound by all terms of the Settlement and any final disposition entered if the Settlement is approved by the Court. If
more than 5% Class Members request exclusion, Defendant has the option to void the entire Settlement.

23 D. **You may object to the settlement.** If you want to object to the Settlement, you may do so
24 according to the procedures set forth below in paragraph IX below. By objecting, you are not excluding yourself
from the settlement. To do so, you should follow the procedures below. If the Court approves the settlement despite
25 your objection, and you do not submit a timely request to be excluded from the settlement, you will be sent a check
for your settlement share and you will be bound by the Release described above. The Court will consider the merits
26 of all timely objections, whether or not the objector appears at the final fairness hearing.

1 **VI. WHAT IS MY ESTIMATED SHARE?**

2 Your *estimated* share is [insert estimated share]. This amount was calculated based on Defendant's records,
3 which show that you worked approximately <<insert class member Workweeks>> Workweeks. This amount is an
4 estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a
number of factors including whether other Class Members request exclusion from the Settlement and how much the
Court approves in attorneys' fees, litigation expenses, and other costs.

5 **VII. WHAT ARE THE PROCEDURES FOR PAYMENT?**

6 A. The Settlement Administrator will calculate your share of the \$250,000.00 settlement and issue
you a check for your settlement share.

7 B. The settlement shares are allocated 33.33% to wages (for which employment taxes will be
8 deducted and W-2s issued) and 66.66% to penalties and interest (for which 1099s will be issued).

9 C. You will have one hundred and eighty (180) calendar days from the date of the check's issuance
10 to cash your settlement check. After the expiration of the 180-day period, any amounts from settlement checks that
remain uncashed and otherwise unclaimed, plus any interest that has accrued on those funds, will be paid to the
California Unclaimed Property Fund.

11 D. It is important for the parties to have your current address in order to be able to send you other
12 mailings regarding this case. You should contact the Settlement Administrator to report any change of your address
after you receive this Notice. Failure to report a change of address may result in you not receiving money from the
13 settlement.

14 E. **Timing of Payments of Settlement Shares.** Defendant will pay the Gross Settlement Amount in
15 48 monthly \$5,208.33 installments. There will be four (4) annual distributions of the Gross Settlement Amount. The
parties do not expect the final distribution to take place until 2024, so please be patient and, if you change your
address, advise the Settlement Administrator immediately.

16 **VIII. HEARING ON PROPOSED SETTLEMENT**

17 A final fairness hearing will be held by the Court at <<time>> on <<date>>, in the **Superior Court for**
18 **the County of San Bernardino, San Bernardino County Courthouse, 247 West Third Street, San Bernardino,**
CA 92415-0210, Dept. S-26 (The Honorable David Cohn), to decide whether or not the proposed settlement is
19 fair, reasonable and adequate. You do not have to attend the hearing. Class Counsel will answer any questions the
Judge may have. But, you are welcome to come at your own expense.

20 **IX. PROCEDURES FOR OBJECTING TO SETTLEMENT**

21 If you wish to object to the settlement as described above, you must submit an objection in writing to the
22 Settlement Administrator stating why you object to the settlement on or before 60 days from the mailing of this
Notice.

23 The written objection should be mailed to the Settlement Administrator as follows:

24 *To Settlement Administrator*

25 *Sandoval v. American Landscape & Maintenance Inc.*

26 Settlement Administrator

27 c/o _____

28 _____

The written objection should state your full name, address, and the dates of your employment with Defendant. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether you or your lawyer plan to formally intervene in the action and intend to appear and object at the Final Approval Hearing. Class Counsel will file any objections received with the Court within 5 calendar days of receipt. Objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If you do not timely object to the Settlement, you may waive your right to appeal and standing to appeal the class settlement judgment that ultimately is entered by the Court over your objections. If you send an objection and/or formally intervene in the action, you may come to Court and be heard, but you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing. The Court will also provide objectors the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself by submitting a timely Request for Exclusion form, then you have no basis to object because the case no longer affects you.

X. EXAMINATION OF COURT PAPERS AND INQUIRIES

This Notice summarizes the class action Settlement. To obtain additional information regarding the settlement you may: (1) call the Settlement Administrator at _____; (2) inspect the complete court file at maintained by the Clerk of the Superior Court for the County of San Bernardino, San Bernardino County Courthouse, 247 West Third Street, San Bernardino, CA 92415-0210, Department S-26 (The Honorable David Cohn); (3) or access the court file via the San Bernardino Superior Court's web site (information about filed civil cases can be found on the Court's general website at https://www._____.com).

If you have any questions or comments regarding this Notice, the claims asserted in this class action and/or your rights regarding the settlement, you may contact any of the attorneys for the Class listed below. You will not be charged for speaking with these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. The attorneys approved by the Court to represent the class of employees are:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Toll Free: (877) 203-9010
Fax: (213) 634-2485
Spanish: (877) 233-1676
david@spivaklaw.com

The Settlement Agreement and, ultimately, the order giving final approval to the Settlement will be posted on the Settlement Administrator's website at www._____.com/

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EXHIBIT B

3 **REQUEST FOR EXCLUSION FROM THE SETTLEMENT**

4 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
5 A SHARE OF THE SETTLEMENT PROCEEDS,
6 DO NOT FILL OUT THIS FORM.**

7 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
8 SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NOT LATER
9 THAN <<RESPONSE DEADLINE>>:**

10 *Sandoval v. American Landscape & Maintenance Inc. Class Action Settlement Administrator*
11 c/o _____

12 _____
13 _____

14 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
15 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
16 bound by the Settlement and also will not share in the settlement proceeds, except that if I was employed and
17 worked between May 29, 2019 - November 3, 2021, I will still receive my share of penalties arising under the
18 California Private Attorneys General Act of 2004 ("PAGA") claim because the opt-out provision does not apply to
19 this claim. However, I understand that I will not receive my share of the settlement for the class claims.

20 _____
21 (Typed or Printed Name)

22 _____
23 (Address)

24 _____
25 (City, State, Zip Code)

26 _____
27 (Telephone Number, Including Area Code)

28 _____
(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct and was executed on _____.

Dated: _____ . _____
(Signature)

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EXHIBIT C

1 **WORKWEEKS DISPUTE FORM**

2 Superior Court of The State of California
For The County of San Bernardino

3 *Jose Lozano Sandoval v. American Landscape & Maintenance Inc.*, Case No. CIVDS2011904

4 Indicate Name/Address Changes, if any:

5 <<Name>>

<<Address>>

6 <<City>>, <<State>> <<Zip Code>>

XX - XX -

7 TO ALL PERSONS WORKING FOR DEFENDANT AS HOURLY, NON-EXEMPT EMPLOYEES IN THE
8 STATE OF CALIFORNIA FROM MAY 29, 2016 THROUGH NOVEMBER 3, 2021.

9 The amount of your estimated Settlement Award is based upon the number of Individual Workweeks you worked
10 between May 29, 2016 and November 3, 2021. "Individual Workweeks" are defined as any workweek you worked
11 as an hourly, non-exempt employee of American Landscape & Maintenance Inc. ("Defendant") in California during
the period of between May 29, 2016 and November 3, 2021. The number of Individual Workweeks applicable to
your claim is set forth below.

12 **YOUR INDIVIDUAL WORKWEEKS**

13 Defendant's records indicate that you worked <<number of Workweeks>> Workweeks between May 29, 2016 and
November 3, 2021.

14 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

15 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate
16 estimated amount of <<\$Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the
Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive
17 a Form W-2 reflecting the payment to you. Your Settlement Share reflected on this Notice is only an estimate. The
exact amount of the payment could vary, up or down.

18 If you wish to dispute the number of Workweeks credited to you, or anything else about your employment status,
19 you must complete and return this form by indicating what you believe is incorrect on the blank lines below and
return it on or before <<RESPONSE DEADLINE>> to the Settlement Administrator via U.S. Mail with proof of
20 the submission date (such as a postmark or delivery service date stamp). You must also send any documents or other
information that you contend supports your belief that the information set forth above is incorrect. The Settlement
Administrator will resolve any dispute based upon Defendant's records and any information you provide. Please be
21 advised that the information on this Workweeks Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendant.

22 _____
23 _____
24 _____

25 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WEEKS, RECEIPT OF A
26 DIRECT SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO
27 TAKE ANY ACTION**