

1 James R. Hawkins, Cal Bar No. 192925
2 Gregory Mauro, Cal Bar No. 222239
3 JAMES R. HAWKINS, APLC
4 9880 Research Drive, Suite 200
5 Irvine, California 92618
6 Telephone: 949.387.7200
7 Facsimile: 949.387.6676
8 Email: james@jameshawkinsaplc.com
9 greg@jameshawkinsaplc.com
10 Attorneys for Plaintiff

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **SOUTHERN DIVISION**

15 DAVID D. GAGNIER, on behalf
16 of himself and all others similarly
17 situated,

18 Plaintiff,

19 v.

20 SITEONE LANDSCAPE SUPPLY
21 LLC
22 and DOES 1 through 50, inclusive,

23 Defendants

Case No. SACV 21-01834-CJC (DFMx)

**DECLARATION OF NICK
CASTRO OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 2, 2023
Time: 1:30 p.m.

District Judge: Hon. Cormac J. Carney
Courtroom 9B,
Santa Ana

Magistrate Judge: Hon. Douglas F.
McCormick
Courtroom 6B,
Santa Ana

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of
3 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM
4 Group”), the professional settlement services provider who has been retained by the
5 Parties’ Counsel and subsequently appointed by the Court to serve as the Claims
6 Administrator for the above captioned *Gagnier v. SiteOne Landscape Supply, LLC*,
7 matter. I am authorized to make this declaration on behalf of ILYM Group and
8 myself. I have personal knowledge of the facts herein, and, if called upon to testify,
9 I could and would testify competently to such facts.

10 2. ILYM Group has extensive experience in administering Class Action
11 Settlements, including direct mail services, database management, claims
12 processing and settlement fund distribution services for Class Actions ranging in
13 size from 26 to 4.5 million Settlement Class Members.

14 3. ILYM Group was engaged by the Parties’ Counsel and subsequently
15 approved and appointed by the Court to provide notification services and claims
16 administration, pursuant to the terms of the Settlement, in the above referenced
17 Action. Duties performed to-date and to be performed after Final Approval of the
18 Settlement is granted, include: (a) printing and mailing the *Notice of Class Action*
19 *Settlement* both in English and Spanish (referred to as “Notice Packet”); (b)
20 receiving and processing requests for exclusion; (c) resolving Settlement Class
21 Members’ disputes over the number of workweeks Defendants have record of them
22 working during the Class Period, which was pre-printed on their individualized Class
23 Notice; (d) calculating individual settlement award amounts; (e) processing and
24 mailing settlement award checks; (f) handling tax withholdings as required by the
25 Settlement and the law; (g) preparing, issuing and filing tax returns and other
26 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant
27 to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
28 agree to and/or the Court orders ILYM Group to perform.

1 4. On June 6, 2023, ILYM Group received the Court approved text for the
2 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the
3 formatted Notice Packet, which was approved by the Parties' Counsel prior to
4 mailing.

5 5. On June 26, 2023, ILYM Group received the class data file from
6 Counsel for Defendants, which contained the name, social security number, last
7 known mailing address, and the total number of applicable workweeks worked for
8 each Settlement Class Member. The data file was uploaded to our database and
9 checked for duplicates and other possible discrepancies. The Class List contained
10 1,150 individuals.

11 6. As part of the preparation for mailing, all 1,150 names and addresses
12 contained in the Class List were then processed against the National Change of
13 Address ("NCOA") database, maintained by the United States Postal Service
14 ("USPS"), for purposes of updating and confirming the mailing addresses of the
15 Settlement Class Members before mailing of the Notice Packet. The NCOA
16 contains requested change of addresses filed with the USPS. To the extent that an
17 updated address was found in the NCOA database, the updated address was used for
18 the mailing of the Notice Packet. To the extent that no updated address was found
19 in the NCOA database, the original address provided by Counsel for Defendants was
20 used for the mailing of the Notice Packet.

21 7. On July 20, 2023, the Notice Packet was mailed, via U.S First Class
22 Mail, to all 1,150 individuals contained in the Class List. Attached hereto, as
23 **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

24 8. As of the date of this declaration, 42 Notice Packets have been returned
25 to our office as undeliverable. Of the 42 returned Notice Packets, 3 were returned
26 with a forwarding address and promptly re-mailed to the forwarding address
27 provided. ILYM Group performed a computerized skip trace on the 39 returned
28 Notice Packets that did not have a forwarding address, in an effort to obtain an

1 updated address for purpose of re-mailing the Notice Packet. As a result of this skip
2 trace, 28 updated addresses were obtained and the Notice Packet was promptly re-
3 mailed to those Settlement Class Members, via U.S First Class Mail.

4 9. As of the date of this declaration, a total of 28 Notice Packets have been
5 re-mailed. Specifically, 3 were re-mailed as a result of a forwarding address provided
6 by the USPS, 25 have been re-mailed as a result of ILYM Group's skip tracing
7 efforts.

8 10. As of the date of this declaration, a total of 14 Notice Packets have been
9 deemed undeliverable. Specifically, 14 have been deemed undeliverable as no
10 updated address was found notwithstanding the skip tracing.

11 11. As of the date of this declaration, ILYM Group has received 2 requests
12 for exclusion. The deadline to request exclusion from the Settlement is September
13 5, 2023.

14 12. As of the date of this declaration, ILYM Group has not received any
15 objections to the Settlement. The deadline to file an objection to the Settlement is
16 September 5, 2023.

17 13. As of the date of this declaration, ILYM Group will report a total of
18 1,150 Participating Claimants, representing 99.83% of the 1,150 Settlement Class
19 Members.

20 14. Participating Claimants will receive a proportional share of the Net
21 Settlement Fund through individual settlement payments, based on the number of
22 workweeks worked by Class Members during the Class Period. The Net Settlement
23 Fund is the amount remaining after deduction of the Court-approved payments from
24 the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class
25 Representative Enhancement Award, Claims Administration Fees to ILYM Group,
26 and the PAGA allocation, e.g.,

27	Gross Settlement Amount	\$ 800,000.00
28	Class Counsel Fees	\$ 266,666.00

1	Class Counsel Expenses	\$	14,411.65
2	Class Representative Service Payments	\$	7,500.00
3	ILYM Group Fees	\$	20,000.00
4	LWDA	\$	37,500.00
5	PAGA Allocation to Aggrieved Employees	\$	12,500.00
6	Net Settlement Amount	\$	441,422.35

7 To determine a Participating Claimant's individual settlement award payment, the
8 distribution shall be divided among all Class Members on a pro rata basis, based on
9 the ratio of the Applicable Workweeks worked by each Class Member during the
10 Class Period, to the total number of Applicable Workweeks worked by all Class
11 Members during the Class Period. Based on these calculations, the Participating
12 Claimants will receive an estimated average gross payment of \$384.51, with the
13 estimated highest gross payment being \$1,228.04, and the estimated lowest gross
14 payment being \$4.69.

15 15. ILYM Group's total fees and costs for services in connection with the
16 administration of this Settlement, which includes fees and costs incurred to-date, as
17 well as anticipated fees and costs for completion of the settlement administration, are
18 \$20,000.00. ILYM Group's work in connection with this matter will continue with
19 the calculation of the settlement award payments, issuance and mailing of the
20 settlement award checks, the necessary tax filing and reporting on such payments,
21 and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
22 Group to perform.

23 I declare under penalty of perjury under the laws of the State of California and
24 the United States that the foregoing is true and correct to the best of my knowledge
25 and that this Declaration was executed this 31st day of August 2023, at Tustin,
26 California.

27
28

Nick Castro

 NICK CASTRO

EXHIBIT “A”

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DAVID D. GAGNIER, individually and on behalf of
himself and all others similarly situated,

Plaintiff,

v.

SITEONE LANDSCAPE SUPPLY LLC, a Delaware
Limited Liability Company, and DOES 1-50, inclusive,

Defendants.

District Judge: Hon. Cormac J. Carney
Courtroom 9B,
Santa Ana

Magistrate Judge: Hon. Douglas F. McCormick
Courtroom 6B,
Santa Ana

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains that a proposed settlement has been reached in the case entitled *David D. Gagnier v. SiteOne Landscape Supply, LLC* (“Defendant”) (the “Action”). You are receiving this notice because the records of *SiteOne Landscape Supply, LLC* (“Defendant” or “SiteOne”) indicate that you are a current or former employee who worked for SiteOne as non-exempt employees or equivalent positions within the State of California during the period of July 30, 2017 through August 15, 2022. The Court has ordered that this notice be sent to you (i) to describe the terms of the proposed settlement, including how settlement monies will be allocated and how the settlement may affect you, and (ii) to advise you of your rights and options with respect to the proposed settlement.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will not adversely affect your employment with SiteOne.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On July 30, 2021, David D. Gagnier (“Plaintiff”), a former SiteOne employee, filed a lawsuit in Orange County Superior Court (Case No. 30-2021-01213816), in which he alleged multiple alleged violations of California wage-and-hour law, including for failure to pay all wages including overtime; failure to provide meal periods; failure to provide rest periods; failure to pay wages timely at the time of termination and/or during employment; failure to provide complete, accurate or properly formatted wage statements; failure to indemnify necessary business expenses, and unfair business practices. Plaintiff’s complaint sought to represent a putative class consisting of all current and former non-exempt SiteOne employees in California within the relevant time period. On October 29, 2021, Defendant removed this Action to the United States District Court, Central District of California, where it is currently pending. Plaintiff also filed a civil action for penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”) in Orange County Superior Court (Case No. 30-2021-01229212). In conjunction with this Settlement, Plaintiff has amended the Complaint in the Action to include the claims asserted in the PAGA lawsuit. The operative complaint in the Action alleges the following claims: (a)

failure to provide meal periods and to properly provide premium pay in lieu thereof; (b) failure to provide rest periods and to properly provide premium pay in lieu thereof; (c) failure to pay all wages timely at the time of termination and/or during employment; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to indemnify necessary business expenses, (f) unfair business practices that could have been premised on the claims, causes of action or legal theories based on the Complaint; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 that are alleged in the Complaint including the proposed Second Amended Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Second Amended Complaint; and (h) all damages, penalties, interest, and other amounts recoverable under each of the theories for relief.

SiteOne disputes Plaintiff's allegations, denies that Plaintiff's claims have merit, and denies that Plaintiff's claims could properly proceed as a class and/or representative action. SiteOne further contends that the members of the Class have been paid all monies that were due to them, maintains that it has at all times complied with California's wage-and-hour laws, and vigorously denies any wrongdoing alleged by Plaintiff.

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 SiteOne have negotiated a settlement whereby SiteOne has agreed to pay \$800,000.00 to resolve the matter, and Class Members will be eligible to claim a portion of this amount. This settlement is **not** an admission by SiteOne or its affiliates of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who work or worked for SiteOne in California as non-exempt or equivalent positions at any time during the period of July 30, 2017 through August 15, 2022.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. SiteOne will pay Eight Hundred Thousand Dollars and no cents (\$800,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the \$800,000.00: **(1)** Plaintiff's counsel's attorneys' fees, up to \$266,666.00; **(2)** Plaintiff's costs of litigation, up to the amount of \$25,000.00; **(3)** The expenses of administering the settlement, up to the amount of \$20,000.00; **(4)** An enhancement award of \$7,500.00 to the Plaintiff; **(5)** The sum of \$50,000.00 allocated to the settlement of Plaintiff's claim for penalties under PAGA distributed as follows: (a) 75% (\$37,500.00) to the California Labor & Workforce Development Agency, and 25% (\$12,500.00) to be distributed to the Class Members who worked in a non exempt or equivalent position in California during the PAGA Period between July 30, 2020 and August 15, 2022. The remainder of the \$800,000.00 will be available to make individual settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in paragraph IV.B, above, are deducted, divided by the number of aggregate compensable weeks worked by all Settlement Class Members during the Class Period to produce a Weekly Settlement Value. A "compensable week" is any week in which a Settlement Class Member worked as a non exempt employee for SiteOne during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement

payment in the amount of the total number of compensable weeks you worked for SiteOne during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings. **According to Defendant's records, you worked XX compensable weeks. Your estimated individual settlement payment is: \$INDIVIDUAL'S AMOUNT.**

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release SiteOne, and any of their former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives (the "Released Parties"), from any and all claims, causes of action, and factual or legal theories that were alleged in the Complaint, or reasonably could have been alleged based on the facts and legal theories of the Complaint during the Class Period, including all of the following claims for relief: (a) failure to provide meal periods and to properly provide premium pay in lieu thereof; (b) failure to provide rest periods and to properly provide premium pay in lieu thereof; (c) failure to pay all wages timely at the time of termination and/or during employment; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to indemnify necessary business expenses, (f) unfair business practices that could have been premised on the claims, causes of action or legal theories based on the Complaint; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 that are alleged in the Complaint including the proposed Second Amended Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Second Amended Complaint; and (h) all damages, penalties, interest, and other amounts recoverable under each of the preceding claims, causes of action, or legal theories of relief.

You will also release claims for civil penalties pursuant to the Private Attorneys General Act of 2004 against the Released Parties irrespective of whether you opt out of the Settlement, including all causes of action, claims, and/or legal theories for civil penalties, that were alleged or reasonably could have been alleged based on the facts and theories of the operative complaints in the Action.

V. WHAT ARE MY OPTIONS?

A. You may accept your share of the \$800,000.00 settlement and be bound by the release of all claims described above. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void. After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks will be transmitted to the State of California Office of the Controller Unclaimed Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement check.

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than September 5, 2023, you must send a written request for exclusion, by fax to (888) 845-6185 or by mail, to the claims administrator, ILYM Group, Inc., located at P.O. Box 2031, Tustin, CA 92781. In order to be considered valid, your request for exclusion **must** be timely sent and **must** include your name, your phone number, a request for exclusion, and your signature. The date of the postmark on the return mailing envelope or fax stamp will determine whether your request to be excluded is timely.

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Twenty percent (20%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining eighty percent (80%) of your share of the settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims 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 your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on October 2, 2023, at 1:30 p.m., in Department 9B of the United States District Court, Central District of California, located at the 411 West 4th Street, Room 1053, Santa Ana, CA 927013 to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Face masks are strongly encouraged at the Final Approval Hearing.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must either appear at the Final Approval Hearing or send a letter that: (1) you sign; (2) includes your full name; (3) states the basis for your objection; and (4) states if you intend to appear at the Final Approval Hearing. If you object by written letter, the letter must be postmarked on or before September 5, 2023. If you would like to object to the settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 8:21-cv-01834 CJC (DFMx). The pleadings and all other records from this litigation may be examined by inspecting the Court file in the United States District Court, Central District of California, located at the 411 West 4th Street, Santa Ana, CA 927013. You may also obtain more details by examining the Court's file on the internet via the Case Access page for the United States District Court, Central District of California <https://www.cacd.uscourts.gov>.

If you have any questions, you can call the Claims Administrator at (888) 250-6810 or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING THE CLASS

James Hawkins APC
James Hawkins
Gregory Mauro
Michael Calvo
9880 Research Drive, Suite 800
Irvine, CA 92618
Tel.: (949) 387-7200

ATTORNEYS REPRESENTING SITEONE LANDSCAPE SUPPLY, LLC

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Aaron H. Cole
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Tel: (213) 239-9800; Fax: (213) 239-9045

**PLEASE DO NOT CALL THE COURT, SITEONE, OR SITEONE'S
ATTORNEYS REGARDING THIS SETTLEMENT.**

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
DISTRITO CENTRAL DE CALIFORNIA

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

POR FAVOR, LEA ATENTAMENTE YA QUE ESTA NOTIFICACIÓN PUEDE AFECTAR SUS DERECHOS

DAVID D. GAGNIER, individualmente y en nombre propio y de todos los demás en situación similar, Demandante , contra SITEONE LANDSCAPE SUPPLY LLC, una compañía de responsabilidad limitada de Delaware, incluidos 50 sujetos no identificados, Demandados .	Juez de Distrito: Hon. Cormac J. Carney Sala 9B, Santa Ana Juez de Tribunal Inferior: Hon. Douglas F. McCormick Sala 6B, Santa Ana NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA
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I. ¿POR QUÉ RECIBÍ ESTA NOTIFICACIÓN?

Esta notificación explica que se ha llegado a un acuerdo propuesto en el caso titulado *David D. Gagnier contra SiteOne Landscape Supply, LLC* ("Demandado") (la "Demanda"). Usted ha recibido esta notificación porque los registros de SiteOne Landscape Supply, LLC ("Demandado" o "SiteOne") indican que usted es un empleado actual o anterior que trabajó para SiteOne como empleado no exento o puestos equivalentes dentro del Estado de California durante el período del 30 de julio de 2017 al 15 de agosto de 2022. El Tribunal ha ordenado que se le envíe esta notificación (i) para describir los términos del acuerdo propuesto, incluida la forma en que se asignará el dinero del acuerdo y cómo el acuerdo puede afectarlo, y (ii) para informarle sobre sus derechos y opciones con respecto al acuerdo propuesto.

Esta **no es** una notificación de una demanda en su contra. **Usted no está siendo demandado.** Su participación en el Acuerdo no afectará negativamente a su empleo con SiteOne.

II. ¿DE QUÉ SE TRATA LA DEMANDA COLECTIVA?

El 30 de julio de 2021, David D. Gagnier ("Demandante"), un antiguo empleado de SiteOne, presentó una demanda en el Tribunal Superior del Condado de Orange (Caso No. 30-2021-01213816), en la que alegó múltiples presuntas violaciones de la ley de salarios y horas de California, incluyendo el no pago de todos los salarios junto con las horas extras; la falta de proporcionar períodos de comida y descanso; el incumplimiento de pago oportuno de salarios al momento de la terminación y/o durante el empleo; la no entrega de declaraciones salariales completas, precisas o con el formato adecuado; la falta de compensación por gastos comerciales necesarios y prácticas comerciales desleales. La demanda del demandante buscaba representar un colectivo putativo que consistía en todos los empleados actuales y anteriores no exentos de SiteOne en California dentro del período de tiempo relevante. El 29 de octubre de 2021, el Demandado transfirió esta demanda al Tribunal de Distrito de los Estados Unidos, Distrito Central de California, donde actualmente está pendiente. El demandante también presentó una acción civil por sanciones en virtud de la Ley General de Abogados Privados del Código Laboral de 2004, Código de Laboratorio de California §§ 2698, *et seq.* ("PAGA", por sus siglas en inglés) en el Tribunal Superior del Condado de Orange (Caso No. 30-2021-01229212). Junto con este Acuerdo, el Demandante ha

enmendado la Queja en la Demanda para incluir los reclamos presentados en la demanda de la PAGA. En la parte dispositiva de la demanda se alegan las siguientes reclamos: a) no proporcionar períodos de comidas ni pagar adecuadamente las primas en su lugar; b) no prever períodos de descanso y pagar adecuadamente las primas en su lugar; (c) falta de pago oportuno de todos los salarios en el momento de la terminación y/o durante el empleo; (d) no proporcionar estados de salarios completos, exactos o debidamente formateados; (e) falta de indemnización de los gastos comerciales necesarios, (f) prácticas comerciales desleales que podrían haberse basado en las reclamos, causas de acción o teorías legales basadas en la Queja; (g) todas las reclamos bajo la Ley General de Abogados Privados del Código Laboral de California de 2004 que se alegan en la Queja, incluida la Segunda Queja Enmendada propuesta, o que razonablemente podrían haberse alegado sobre la base de los hechos y teorías legales contenidas en la Segunda Queja Enmendada; y (h) todos los daños, multas, intereses y otras cantidades recuperables bajo cada una de las teorías de reparación.

SiteOne disputa las alegaciones del Demandante, niega que las reclamos del Demandante tengan mérito y niega que las reclamos del Demandante puedan proceder adecuadamente como una demanda colectiva y/o representativa. SiteOne sostiene además que a los miembros del Colectivo se les ha pagado todo el dinero que se les debía, sostiene que en todo momento ha cumplido con las leyes de salarios y horas de California y niega enérgicamente cualquier delito alegado por el Demandante.

El Tribunal no se ha pronunciado sobre si las alegaciones del demandante tienen algún mérito. Sin embargo, con el fin de evitar el tiempo y los gastos de litigios adicionales, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, el Demandante y SiteOne han negociado un acuerdo por el cual SiteOne ha acordado pagar \$800,000.00 para resolver el asunto, y los Miembros de la Demanda Colectiva serán elegibles para reclamar una parte de esta cantidad. Este acuerdo **no es** una admisión por parte de SiteOne o sus afiliados de ninguna responsabilidad.

III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA COLECTIVA?

Todas las personas que trabajen o hayan trabajado para SiteOne en California como puestos no exentos o equivalentes en cualquier momento durante el período comprendido entre el 30 de julio de 2017 y el 15 de agosto de 2022.

IV. ¿QUÉ OFRECE EL ACUERDO PROPUESTO?

Según los términos del acuerdo propuesto por las partes, si el acuerdo recibe la aprobación final del Tribunal, ocurrirá lo siguiente:

A. SiteOne pagará ochocientos mil dólares y cero centavos (\$800,000.00) para resolver las reclamos de todos los Miembros de la Demanda Colectiva.

B. El Tribunal ha designado un administrador de reclamos para administrar el Acuerdo. El administrador de reclamos pagará desde los \$800,000.00: **(1)** honorarios del abogado del demandante, hasta \$266,666.00; **(2)** los costos de litigio del demandante, hasta la cantidad de \$25,000.00; **(3)** los gastos de administración del acuerdo, hasta la cantidad de \$20,000.00; **(4)** un incentivo de \$7,500.00 al Demandante; **(5)** la suma de \$50,000.00 asignada al acuerdo de la reclamación del Demandante por multas bajo la PAGA distribuida de la siguiente manera: (a) 75% (\$37,500.00) a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California, y 25% (\$12,500.00) para ser distribuido a los Miembros del Colectivo de Demandantes que trabajaron en una posición no exenta o equivalente en California durante el Período de la PAGA entre el 30 de julio de 2020 y el 15 de agosto de 2022. El resto de los \$800,000.00 estará disponible para realizar pagos individuales del acuerdo a los Miembros del Colectivo de Demandantes.

C. La cantidad que asignada a los Miembros del Colectivo de Demandantes se dividirá entre todos sus miembros. La cantidad de dinero que usted recibirá se basará en la cantidad total que se distribuirá a los Miembros del Colectivo de Demandantes, después de deducir los montos descritos en el párrafo IV.B anterior, dividido por el número de semanas compensables agregadas trabajadas por todos los Miembros del Colectivo del Acuerdo durante el Período de la Demanda Colectiva para producir un Valor Semanal del Acuerdo. Una "semana compensable" es cualquier semana en la que un Miembro del Colectivo del Acuerdo trabajó como empleado no exento para SiteOne durante el Período de la Demanda Colectiva. Si opta por participar en el acuerdo, será elegible para recibir un pago del acuerdo por el monto del número total de semanas compensables que usted trabajó para SiteOne durante el Período de la Demanda Colectiva multiplicado por el Valor Semanal del Acuerdo, menos las retenciones aplicables. **Según los registros del demandado, usted trabajó XX semanas compensables. Su Pago Individual del Acuerdo estimado es: \$INDIVIDUAL'S AMOUNT.**

D. Si el tribunal otorga la aprobación final del Acuerdo de Conciliación y usted opta por participar en el acuerdo, usted exonerará a SiteOne y a cualquiera de sus matrices, subsidiarias, afiliadas, funcionarios, directores, empleados, socios, accionistas, abogados, agentes, sucesores, cesionarios o representantes legales anteriores y actuales (las "Partes eximidas"), de todos y cada uno de los reclamos, causas de acción y teorías fácticas o legales que se alegaron en la Queja, o que razonablemente podrían haberse alegado en función de los hechos y teorías legales de la Queja durante el Período de la Demanda Colectiva, incluidas todos los siguientes reclamos de reparación: a) no proporcionar períodos de comidas y pagar adecuadamente las primas en su lugar; b) no prever períodos de descanso y pagar adecuadamente las primas en su lugar; (c) falta de pago oportuno de todos los salarios en el momento de la terminación y/o durante el empleo; (d) no proporcionar estados de salarios completos, exactos o debidamente formateados; (e) falta de indemnización de los gastos comerciales necesarios, (f) prácticas comerciales desleales que podrían haberse basado en las reclamos, causas de acción o teorías legales basadas en la Queja; (g) todos los reclamos bajo la Ley General de Abogados Privados del Código Laboral de California de 2004 que se alegan en la Queja, incluida la Segunda Queja Enmendada propuesta, o que razonablemente podrían haberse alegado sobre la base de los hechos y teorías legales contenidas en la Segunda Queja Enmendada; y (h) todos los daños, multas, intereses y otros montos recuperables bajo cada uno de los reclamos anteriores, causas de acción o teorías legales de alivio.

También exonerará los reclamos por sanciones civiles de conformidad con la Ley General de Abogados Privados de 2004 contra las Partes Exoneradas, independientemente de si opta por no participar en el Acuerdo, incluidas todas las causas de demanda, reclamos y/o teorías legales de sanciones civiles, que se alegaron o razonablemente podrían haberse alegado en base a los hechos y teorías de las quejas operativas en la Demanda.

V. ¿CUÁLES SON MIS OPCIONES?

A. ***Usted puede aceptar su parte correspondiente de los \$800,000.00 según el Acuerdo y estar obligado por la exoneración de todos los reclamos descritos anteriormente.*** Las indemnizaciones del Acuerdo se pagarán con cheque después de que el Tribunal lo apruebe definitivamente. El administrador de reclamos le enviará los cheques por correo. Su cheque seguirá siendo válido y negociable durante ciento ochenta (180) días a partir de la fecha de emisión. Después de que expiren esos ciento ochenta (180) días, el cheque será anulado. Después de ciento ochenta (180) días calendario del envío por correo de los cheques del Pago Individual del Acuerdo, los fondos atribuibles a estos cheques que no reclamados, no entregables o vencidos se transmitirán a la Oficina del Fondo de Propiedad No Reclamada del Controlador del Estado de California a nombre de los Miembros del Colectivo del Acuerdo que no cobraron su cheque.

B. ***Puede excluirse del Acuerdo, en cuyo caso no recibirá su parte y no estará obligado por este.*** Si elige ser excluido, a más tardar el 5 de septiembre de 2023, debe enviar una solicitud de exclusión por escrito, por fax al (888) 845-6185 o por correo, al administrador de reclamos, ILYM Group, Inc., ubicado en P.O. Box 2031, Tustin, CA 92781. Para que se considere válida, su solicitud de exclusión debe ***enviarse oportunamente*** y

debe incluir su nombre, su número de teléfono, una solicitud de exclusión y su firma. La fecha del sello postal en el sobre postal de devolución o sello de fax determinará si su solicitud de exclusión es oportuna.

C. Usted puede objetar el acuerdo. Los procedimientos para objetar el acuerdo se describen a continuación en la Sección VIII de esta notificación.

VI. ¿CUÁLES SON LOS PROCEDIMIENTOS DE PAGO?

A. El administrador de reclamos calculará su parte del acuerdo y le emitirá un cheque.

B. El veinte por ciento (20%) de su parte del Acuerdo se considerará salario del cual se deducirán las retenciones de impuestos ordinarias. No se realizarán deducciones fiscales del ochenta por ciento restante (80%) de su parte del acuerdo. Se le entregarán formularios de impuestos del IRS para cada uno de estos montos. Usted es responsable de pagar la cantidad correcta de impuestos sobre cada porción de su parte del acuerdo.

C. Es importante que las partes tengan su dirección actual para poder enviarle otros correos relacionados con la Demanda. Debe comunicarse con el Administrador de Reclamos para informar cualquier cambio de su dirección después de recibir esta Notificación. Si no informa un cambio de dirección, puede resultar en que no reciba su parte del dinero del acuerdo.

VII. AUDIENCIA SOBRE EL ACUERDO PROPUESTO

Se llevará a cabo una audiencia de aprobación final ante el Tribunal el 2 de octubre de 2023, a la 1:30 p.m., en el Departamento 9B del Tribunal de Distrito de los Estados Unidos, Distrito Central de California, ubicado en 411 West 4th Street, Room 1053, Santa Ana, CA 927013 para decidir si el acuerdo propuesto es justo, razonable y adecuado. El Tribunal puede aplazar o continuar la audiencia sin previa notificación.

Usted no está obligado a asistir a la audiencia. Los abogados del demandante y del colectivo responderán cualquier pregunta que el tribunal pueda tener. Sin embargo, puede asistir a la audiencia a su propio costo. Se recomienda encarecidamente el uso de máscaras faciales en la Audiencia de Aprobación Final.

VIII. PROCEDIMIENTOS PARA Oponerse AL ACUERDO

Si no cree que el Acuerdo sea justo, puede objetarlo y decirle al Tribunal que no está de acuerdo con este o con alguna de sus partes. El Tribunal tendrá en cuenta sus puntos de vista. Para objetar, debe presentarse en la Audiencia de Aprobación Final o enviar una carta que: (1) usted firme; (2) incluya su nombre completo; (3) establezca la base de su objeción; e (4) indique si tiene la intención de comparecer en la Audiencia de aprobación final. Si se opone por carta escrita, la carta debe tener el sello postal a más tardar el 5 de septiembre de 2023. Si desea objetar el Acuerdo, no debe optar por no participar, y si el Tribunal aprueba el Acuerdo a pesar de su objeción, usted estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Colectivo que no se oponen.

IX. EXAMEN DE DOCUMENTOS JUDICIALES Y PREGUNTAS

Esta Notificación resume el Acuerdo. Para obtener información más detallada, puede ver una copia completa del Acuerdo de Conciliación y cualquier documento presentado en la Demanda, los cuales se encuentran archivados con el Secretario del Tribunal, número de caso 8: 21-cv-01834 CJC (DFMx). Los alegatos y todos los demás registros de este litigio pueden examinarse inspeccionando el expediente judicial en el Tribunal de Distrito de los Estados Unidos, Distrito Central de California, ubicado en 411 West 4th Street, Santa Ana, CA 927013. También puede obtener más detalles examinando el expediente del Tribunal en Internet a través de la página de Acceso al

Caso del Tribunal de Distrito de los Estados Unidos, Distrito Central de California en el sitio web <https://www.cacd.uscourts.gov>.

Si tiene alguna pregunta, puede llamar al Administrador de Reclamos al (888) 250-6810 o a cualquiera de los Abogados del Colectivo (consulte a continuación los números de teléfono).

ABOGADOS QUE REPRESENTAN AL COLECTIVO

James Hawkins APC
James Hawkins
Gregorio Mauro
Miguel Calvo
9880 Research Drive, Suite 800
Irvine, CA 92618
Teléfono: (949) 387-7200

ABOGADOS QUE REPRESENTAN A SITEONE LANDSCAPE SUPPLY, LLC

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Aaron H. Cole
400 South Hope Street, Suite 1200
90071, Los Angeles, California
Tel: (213) 239-9800; Fax: (213) 239-9045

**NO LLAME A LA CORTE, A SITEONE O A LOS ABOGADOS DE SITEONE
CON RESPECTO A ESTE ACUERDO.**
