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HEMINGTON LANDSCAPE SERVICES, INC.

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

JOSE CRUZ CHAVEZ, individually, and on
behalf of all other similarly situated,

Plaintiff,

v.

HEMINGTON LANDSCAPE SERVICES, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 34-2022-00324239-CU-OE-GDS
(Consolidated with Case No. 34-2022-
00328975-CU-OE-GDS)

[Assigned to: Hon. Jill H. Talley, Dept. 23]

**DECLARATION OF JILL HEMINGTON
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: July 26, 2022
Trial Date: Not set

1 I, JILL HEMINGTON, do hereby declare as follows:

2 1. I am Treasurer at Defendant HEMINGTON LANDSCAPE SERVICES, INC.
3 (“Hemington” or “Defendant”).

4 2. The Parties attended mediation with experienced wage and hour mediator, Mark
5 LeHocky.

6 3. During mediation, the Parties jointly discussed the cash flow and financial condition
7 of Defendant Hemington.

8 4. Defendant Hemington has historically had difficulty maintaining cash flow in part
9 due to the seasonal nature of the services provided and the high fixed overhead costs.

10 5. Due to the nature of the business and cash flow associated with the business, the
11 Parties agreed to a payment plan and agreed that the gross-settlement amount would be inclusive of
12 the payroll taxes in lieu of having the employer pay the additional tax obligation.

13 6. Both Parties agree that the agreed upon settlement terms, including the payment plan
14 and inclusion of employer-side taxes in the gross settlement amount, are in the best interest of the
15 class and PAGA members.

16 7. I am not aware of any other pending matter or action asserting claims that will be
17 extinguished or adversely affected by the Settlement.

18 I declare under the penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct and that I can competently testify if called upon to do so.

20 Executed on 08 / 07 / 2025 at Cameron Park, CA.

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23 _____

24 JILL HEMINGTON
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