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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10 **(UNLIMITED JURISDICTION)**

11 JOEL GUTIERREZ ALARCON, on behalf of
12 himself and all others similarly situated, and as
13 an “Class Member” on behalf of other “Class
14 Members” under the Labor Code Private
Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 FAIRWAY LANDSCAPE & IRRIGATION,
18 INC., a California corporation; and DOES 1–50,
inclusive,

19 *Defendant(s).*
20

Case No. CVRI2204068

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: September 22, 2022
Dept: 1, The Honorable Harold
W. Hopp

21 The Motion of Plaintiff Joel Gutierrez Alarcon (hereafter referred to as “Plaintiff”) for
22 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
23 The Honorable Harold W. Hopp presiding. The Court having considered the Motion, the Class
24 Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
25 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:
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1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all persons currently or formerly employed by Defendant in California, as non-exempt or hourly-paid employees during the Class Period. It shall be an opt-out class. The “Class Period” shall mean the period of time from September 28, 2021, through October 11, 2024.

3. Defendant's best estimate for the number of workweeks through July 22, 2024 is approximately 10,245 Workweeks. In the event the number of Workweeks through the Class Period increases by more than 10%, or more than 11,270 Workweeks worked, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally by the Workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of Workweeks reaches but does not exceed 10%. Under option (a) an increase by more than 10% shall mean should the number of Workweeks increase by more than 10% through the Class Period, this will increase the Gross Settlement Amount proportionally over the 10% increase. For example, if the number of Workweeks increase by 11% through the Class Period, and Defendant elects option (a) set forth above, then the Gross Settlement Amount shall increase by 1%.

1 4. “Effective Date” means the date when all of the following events have occurred:
2 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
3 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has
4 been mailed to the Class Members, providing them with an opportunity to object to the terms of
5 the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval
6 Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have
7 passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there
8 are written objections to the Class Settlement filed prior to the Final Approval Hearing which are
9 not later withdrawn or denied, the later of the following events: five business days after the period
10 for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval
11 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
12 been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final
13 Approval Order and Judgment has been filed, five business days after any appeal, writ, or other
14 appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and
15 conclusively been dismissed with no right to pursue further remedies or relief.
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18 5. This action is provisionally certified pursuant to section 382 of the California Code
19 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
20 purposes of settlement only with respect to the proposed Settlement Class.
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22 6. Not later than 15 days after the Court grants Preliminary Approval of the
23 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form
24 of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator
25 must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement
26 and for no other purpose, and restrict access to the Class Data to Administrator employees who
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1 need access to the Class Data to effect and perform under the Settlement Agreement. Defendant
2 has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data
3 omitted class member identifying information and to provide corrected or updated Class Data as
4 soon as reasonably feasible. Without any extension of the deadline by which Defendant must send
5 the Class Data to the Administrator, the Parties and their counsel will expeditiously use best
6 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
7 Class Data.
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9 7. No later than three (3) business days after receipt of the Class Data, the
10 Administrator shall notify Class Counsel that the list has been received and state the number of
11 Class Members, And Workweeks in the Class Data.

12 8. Using best efforts to perform as soon as possible, and in no event later than 14
13 days after receiving the Class Data, the Administrator will send to all Class Members identified
14 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
15 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
16 **A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts
17 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
18 and the number of Workweeks (if applicable) used to calculate these amounts. Before mailing Notice
19 Packets, the Administrator shall update Class Member addresses using the National Change of
20 Address database.
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22 9. Not later than 3 business days after the Administrator’s receipt of any Notice
23 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
24 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
25 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
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1 Packet to the most current address obtained. The Administrator has no obligation to make further
2 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
3 the USPS a second time.

4 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
5 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
6 contact information is Kari E. Gibson, Esq., Fisher & Phillips LLP, 2050 Main Street, Suite 1000,
7 Irvine, CA, 92614.

9 11. The deadlines for Class Members' written objections, Challenges to Workweeks
10 (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 45 days
11 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
12 Administrator will inform the Class Member of the extended deadline with the re-mailed Notice
13 Packet.

14 12. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data and should
16 have received Notice Packet, the Parties will expeditiously meet and confer by telephone, and in
17 good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,
18 such persons will be Class Members entitled to the same rights as other Class Members, and the
19 Administrator will send, via email or overnight delivery, a Notice Packet requiring them to
20 exercise options under the Settlement Agreement not later than 14 days after receipt of Notice
21 Packet, or the deadline dates in the Notice Packet, which ever are later.

22 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
23 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (plus
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1 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
2 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
3 the Class Member's election to be excluded from the Settlement, must be signed and include the
4 Class Member's name, address and email address or telephone number and last four digits of the
5 Class Member's social security number. To be valid, a Request for Exclusion must be timely
6 faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate in
7 Settlement form, attached as Exhibit B, may be used for this purpose but is not required.
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9 14. A Request for Exclusion will not be valid if it is not timely submitted (e.g.,
10 postmarked on or before the Response Deadline), not signed by the Class Member, and/or does
11 not contain the name and address of the Class Member. Class Members who fail to submit valid
12 and timely Exclusion Forms will automatically be included in the Settlement and will become
13 Participating Class Members upon the expiration of the Response Deadline. Each Participating
14 Class Member shall be bound by all terms of the Settlement and any Final Judgment entered in
15 this Action if the Settlement is finally approved by the Court and becomes Effective, including
16 the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement
17 Agreement and shall receive an Individual Class Payment regardless of whether the Participating
18 Class Member has objected to the Settlement. If there is a question about the authenticity of a
19 signed Exclusion Form, the Administrator may demand additional proof of the Class Member's
20 identity. The Administrator's determination of authenticity shall be final and not appealable or
21 otherwise susceptible to challenge.
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24 15. Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
26 right to object to the class action components of the Settlement. Nothing in the Settlement
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1 Agreement will constitute or be construed as a waiver of any defense that Defendant or the
2 Released Parties have or could assert against anyone who timely submits an Exclusion Form.
3 There is no statutory or other right for any Class Member to opt out or otherwise exclude himself
4 or herself from the PAGA portion of the Settlement, which releases the PAGA claims. A Class
5 Member who submits a valid and timely request for exclusion shall still receive his or her share
6 of the Individual PAGA Payment and shall release the PAGA claims as set forth in Paragraph 6.3
7 of the Settlement Agreement.
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9 16. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days
10 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
11 whose Notice Packet is re-mailed) to challenge the number of Class Workweeks (if any) allocated
12 to the Class Member in the Class Notice. This is also known as a dispute. A Workweek Dispute
13 form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member
14 may challenge the allocation by communicating with the Administrator via fax, email or mail.
15 The Administrator must encourage the challenging Class Member to submit supporting
16 documentation. In the absence of any contrary documentation, the Administrator is entitled to
17 presume that the Workweeks contained in the Class Notice are correct so long as they are
18 consistent with the Class Data. The Administrator's determination of each Class Member's
19 allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge.
20 The Administrator shall promptly provide copies of all challenges to calculation of Workweeks
21 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
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23 17. Objections to Settlement. Only Participating Class Members may object to the
24 class action components of the Settlement and/or this Agreement, including contesting the
25 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
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1 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

2 18. Participating Class Members may send written objections to the Administrator, by
3 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
4 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
5 Participating Class Member who elects to send a written objection to the Administrator must do
6 so not later than 45 days after the Administrator's mailing of the Notice Packet (plus an additional
7 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
8 as Exhibit D may be used for this purpose but is not required.

10 19. Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 20. Not later than 14 days before the date by which Plaintiff is required to file the
13 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
14 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
15 compliance with all of its obligations under the Settlement Agreement, including, but not limited
16 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
17 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
18 from Settlement it received (both valid or invalid), the number of written objections and attach
19 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
20 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
21 declaration(s) in Court.

24 21. The Court approves, as to form and content, the Class Notice in substantially the
25 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
26 substantially the form attached as Exhibit B to this Order, the Workweeks Dispute form in
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1 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
2 the form attached as Exhibit D to this Order.

3 22. The Court approves, for settlement purposes only, David Glenn Spivak of The
4 Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

5 23. The Court approves, for settlement purposes only, Joel Gutierrez Alarcon as the
6 Class Representative.

7 24. The Court approves Phoenix Class Action Administration Solutions as the
8 Administrator.

9 25. The Court preliminarily approves Class Counsel's request for attorneys' fees and
10 costs subject to final review by the Court.

11 26. The Court preliminarily approves the estimated Administrator costs payable to the
12 Administrator subject to final review by the Court.

13 27. The Court preliminarily approves Plaintiff's Class Representative Service
14 Payment subject to final review by the Court.

15 28. A Final Approval Hearing shall be held on ____ at ____.m. in Department 1 of the
16 Superior Court for the State of California, County of Riverside, located at the Riverside Historic
17 Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and
18 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
19 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
20 Representative Service Payment to the Class Representative. The notice of motion and all briefs
21 and materials in support of the motion for final approval of class action settlement and motion for
22 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
23 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
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1 the motion for final approval.

2 29. If for any reason the Court does not execute and file a Final Approval Order and
3 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
4 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
5 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
6 litigation, as more specifically set forth in the Settlement.
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8 30. The Court expressly reserves the right to adjourn or continue the Final Approval
9 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
10 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

11 **IT IS SO ORDERED.**

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14 _____
15 **DATE**

14 _____
15 **THE HONORABLE HAROLD W.**
16 **HOPP**
17 **SUPERIOR COURT JUDGE**

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

(case name: *Joel Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc.* and number
CVRI2204068)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Fairway Landscape & Irrigation, Inc. (abbreviate name; “Defendant” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by one of Defendant’s employees Joel Gutierrez Alarcon (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the Class Period (the “Class Members”). It shall be an opt-out class. The Class Period is September 28, 2021 to October 11, 2024; and (2) penalties under the California Private Attorney General Act (“PAGA”) for Class Members during the Class Period.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>>. The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendant’s records showing that **you worked <<__>> Workweeks** during the Class Period. If you believe that you worked more Workweeks, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement

might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and Class Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in 3 I & J below. If you "opt out" you will still receive a portion of the Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will release all the Released Claims as defined in Section 3 I & J below and you will give up your right to pursue the Released claims as defined in Section 3 I & J below. (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Class Members and Plaintiff releases Defendant from civil penalties it may owe to the Class Members.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of this number, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Workweeks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

On September 22, 2022, Plaintiff Gutierrez Alarcon filed a wage and hour class action lawsuit against Defendant in the Superior Court of California, County of Riverside, alleging violations (1) failure to pay wages (Lab. Code §§ 501, 1194, 1197, and 1198) (2) failure to provide meal periods (Lab. Code §§ 226.7, 512, and 1198) (3) failure to authorize and permit rest periods (Lab. Code §§ 226.7 and 1198) (4) failure to indemnify for business expenses (Lab. Code §§ 1198 and 2802), (5) failure to issue proper wage statements (Lab. Code § 226, failure to timely pay wages (Lab. Code § 203), (6) and unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*)

1 On September 19, 2022, Plaintiff provided written notice to the California Labor and
2 Workforce Development Agency (LWDA) and Defendant of the specific provisions of the
Labor Code he contends were violated and the theories supporting his contentions.

3 On December 02, 2022, Plaintiff filed a First Amended Complaint adding an additional cause of
4 action against Defendant for PAGA civil penalties (Lab. Code §§ 2698, *et seq.*).

5 On March 23, 2023, the Court granted Defendant's motion to compel arbitration and dismissed
6 Plaintiff's class claims. On or about December 5, 2024, pursuant to a stipulation of the Parties
7 and as part of this Settlement only, the Court to reinstated Plaintiff's class claims with the filing
of a Third Amended Complaint.

8 After engaging in discovery, investigations, and negotiation, on July 22, 2024, the Parties
9 remotely attended mediation with mediator David Phillips, Esq. resulting in a settlement.

10 Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm
and Louis M. Benowitz of Benowitz Law Corporation ("Class Counsel").

11 Defendant disagrees with the allegations made by Plaintiff Gutierrez and expressly denies it did
12 anything to Plaintiff or any other Class Member that was illegal or would result in any liability
13 under the employment laws. Defendant also does not admit it employed any Class Member at
any time.

14 The Court has not made any determination as to whether the claims advanced by Plaintiff has
15 any merit. In other words, the Court has not determined whether any laws have been violated nor
16 has it decided in favor of the Parties. Instead, both sides agreed to resolve the lawsuit with no
17 decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties
avoid the risks and cost of a trial.

18 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

19 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
20 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
21 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
22 than continuing the expensive and time-consuming process of litigation. The negotiations were
23 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
24 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
and Defendant have negotiated a proposed Settlement that is subject to the Court's Final
Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

25 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
26 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
27 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
is in the best interests of the Class Members. The Court preliminarily approved the proposed

Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. Defendant will pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement after final approval of the Settlement Agreement by the Court. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Effective Date of the Settlement. The Effective Date is defined as the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$83,333.00 (33.33% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$17,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3. Administration Expenses. Up to \$7,500.00 to the Administrator for services administering the Settlement.

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2 4. PAGA Penalties. Up to \$25,000.00 for PAGA Penalties, allocated 75% to
3 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Class Members based
4 on their Class Period Workweeks.

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6 Participating Class Members have the right to object to any of these deductions. The Court
7 will consider all objections.

8 Defendant's best estimate for the number of workweeks through July 22,
9 2024 is approximately 10,245 Workweeks. In the event the number of Workweeks through the
10 Class Period increases by more than 10%, or more than 11,270 Workweeks worked, then
11 Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally by
12 the Workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of
13 Workweeks reaches but does not exceed 10%. Under option (a) an increase by more than 10%
14 shall mean should the number of Workweeks increase by more than 10% through the Class
15 Period, this will increase the Gross Settlement Amount proportionally over the 10%
16 increase. For example, if the number of Workweeks increase by 11% through the Class Period,
17 and Defendant elects option (a) set forth above, then the Gross Settlement Amount shall increase
18 by 1%.

19 C. Net Settlement Distributed to Class Members. After making the above deductions
20 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
21 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
22 Members based on their Class Period Workweeks.

23 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
24 the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages
25 ("Wage Portion") and 80.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
26 is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
27 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
28 as penalties rather than wages for tax purposes. The Administrator will report the Individual
PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving
you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check
expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
2 should consult the rules of the Fund for instructions on how to retrieve your money. You can
3 contact the Unclaimed Property Fund at (800) 992-4647.

4 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
5 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
6 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
7 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
8 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
9 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
10 Member's name, present address, email or telephone number and the last four digits of the Class
11 Member's social security number, and a simple statement electing to be excluded from the
12 Settlement. You may use the enclosed Election Not To Participate In Settlement form for this
13 purpose. Excluded Class Members (i.e., Non-Participating Class Members) will not receive
14 Individual Class Payments and you will not give up the right to sue the Released Parties, including
15 Defendant, for any of the Released Claims as defined in 3 I & J below.

16 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
17 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
18 Individual PAGA Payments and Plaintiff releases Defendant from civil penalties it may owe to
19 the Class Members.

20 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
21 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
22 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
23 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
24 pay any money and Class Members will not release any claims against Defendant.

25 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
26 Administration Solutions (the "Administrator") to send this Notice, calculate and make payments,
27 and process Class Members' Requests for Exclusion. The Administrator will also decide Class
28 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. Effective on the date when Defendant fully
funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
Portion of the Individual Class Payments, Plaintiff and Participating Class Members will be
legally barred from asserting any of the claims released under the Settlement. This means that
unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
continue to sue, or be part of any other lawsuit against Defendant or its past or present officers,
directors, employees, and agents for wages and PAGA penalties based on the Class Period facts,
as alleged in the Action and resolved by this Settlement.

Plaintiff and the Participating Class Members will be bound by the following
release:

1 Plaintiff and all Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, release and discharge Released Parties, for
4 the duration of the Class Period, claims based on the factual allegations and
5 statutes asserted in the Action and Operative Complaint, including failure to pay
6 wages including claims for off the clock work and failure to pay sick pay, vacation
7 pay and/or overtime at the regular rate of pay (Lab. Code §§ 501, 1194, 1197, and
8 1198), failure to pay overtime compensation, failure to provide meal periods (Lab.
9 Code §§ 226.7, 512, and 1198), failure to authorize and permit rest periods (Lab.
10 Code §§ 226.7 and 1198), failure to pay meal period premium wages; (7) failure
11 to pay rest period premium wages; failure to indemnify for business expenses
12 (Lab. Code §§ 1198 and 2802), failure to issue proper wage statements (Lab. Code
13 § 226, failure to timely pay wages (Lab. Code § 203), failure to maintain accurate
14 payroll records and unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*), and
15 associated penalties, whether civil or statutory in nature, interest, attorneys' fees
16 and costs, or any other associated damages, and all other alleged violations of the
17 Labor Code and Business and Professions Code section 17200, *et seq.* Except as
18 set forth in Section 6.3 of this Agreement, Participating Class Members do not
19 release any other claims, including claims for vested benefits, wrongful
20 termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, workers' compensation, or claims based on
22 facts occurring outside the Class Period.

23 J. The PAGA Release. Effective on the date when Defendant fully funds the entire
24 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
25 Individual Class Payments, Plaintiff releases and forever discharges, for the duration of the Class
26 Period, all claims for civil penalties that could have been sought by the Labor Commissioner under
27 the PAGA based on the factual allegations and statutes asserted or that could have been asserted in
28 the Action, the Operative Complaint and Plaintiffs PAGA Notice. The Release of PAGA Claims also
includes a release from the state of California (to the extent Plaintiff is permitted to provide such a
release for the state of California for the Class period).

29 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

30 A. Individual Class Payments. The Administrator will calculate Individual Class
31 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
32 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
33 worked by each individual Participating Class Member.

34 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
35 Payments by (a) dividing \$6,250.00 by the total number of Workweeks worked by all Class
36 Members and (b) multiplying the result by the number of Class Period Workweeks worked by
37 each individual Class Member.

1 C. Workweek/Workweek Challenges. The number of Class Workweeks you worked
2 during the Class Period and the number of Workweeks you worked during the Class Period, as
3 recorded in Defendant's records, are stated in the first page of this Notice. You have until
4 <<RESPONSE DEADLINE>> to challenge the number of Workweeks credited to you. You can
5 submit your challenge by signing and sending a letter to the Administrator by email, fax or regular
6 U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has
7 the Administrator's contact information.

8 You need to support your challenge by submitting copies of pay stubs or other records.
9 The Administrator will accept Defendant's calculation of Workweeks based on Defendant's
10 records as accurate unless you send copies of records containing contrary information. You
11 should send copies rather than originals because the documents will not be returned to you. The
12 Administrator will resolve Workweek challenges based on your submission and on input from
13 Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal
14 or otherwise challenge its final decision.

15 5. HOW WILL I GET PAID?

16 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
17 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
18 including those who also qualify as Class Members. The single check will combine the Individual
19 Class Payment and the Individual PAGA Payment.

20 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
21 single Individual PAGA Payment check to every Class Member who opts out of the Class
22 Settlement (i.e., every Non-Participating Class Member).

23 **Your check will be sent to the same address as this Notice. If you change your
24 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
25 the Administrator's contact information.**

26 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

27 Email, fax, or mail a written and signed letter with your name, present address, email or
28 telephone number and the last four digits of your social security number, and a simple statement
that you do not want to participate in the Settlement. You may use the enclosed Election Not To
Participate In Settlement form for this purpose. The Administrator will exclude you based on any
writing communicating your request be excluded. Be sure to personally sign your request,
identify the Action as *Joel Gutierrez Alarcon vs. Fairway Landscape & Irrigation, Inc.*, Case No.
CVRI2204068, and include your identifying information (full name, address, telephone number,
approximate dates of employment, and social security number for verification purposes). You
must make the request yourself. If someone else makes the request for you, it will not be valid.
You should send your Request for Exclusion to the Administrator by email, fax, or send by regular
U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE
DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact
information. If you are a Class Member, you will still receive an Individual PAGA Payment.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Joel Gutierrez Alarcon vs. Fairway Landscape & Irrigation, Inc.*, case no. CVRI2204068, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 1 of the Riverside Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
3 to verify the date and time of the Final Approval Hearing.

4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
6 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
7 Settlement documents is to go to the Administrator's website at www.phoenixclassaction.com.
8 On the Administrator's website, the Settlement is entitled "First Amended Settlement" dated
9 April 21, 2025. You can also telephone or send an email to Class Counsel or the Administrator
10 using the contact information listed below or consult the Superior Court website by going to
11 (<https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/379>) and entering the Case
12 Number for the Action, Case No. CVRI2204068. In the Court's online docket, the First
13 Amended Settlement is attached as Exhibit 20 to Declaration of David Spivak filed on April 21,
14 2025. You can also make an appointment to personally review court documents in the Clerk's
15 Office at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 by
16 calling (951) 777-3147.

17 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION 18 ABOUT THE SETTLEMENT.**

19 Class Counsel:

20 Name of Attorney: David Glenn Spivak
21 Email Address: david@spivaklaw.com
22 Name of Firm: The Spivak Law Firm
23 Mailing Address: 8605 Santa Monica Bl
24 PMB 42554
25 West Hollywood, CA 90069
26 Telephone: (213) 725-9094

27 Administrator:

28 Name of Company: Phoenix Class Action Administration Solutions
29 Email Address: _____
30 Mailing Address: _____
31 Telephone: _____
32 Fax Number: _____

33 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

34 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
35 as long as you request a replacement before the void date on the face of the original check. If
36 your check is already void, you should consult the Unclaimed Property Fund
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1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimedx Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

4 To receive your check, you should immediately notify the Administrator if you move or otherwise
5 change your mailing address.
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EXHIBIT B

Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI2204068

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

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

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

Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc. Class Action Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am a Class Member under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(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 **WORKWEEK DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Riverside
4 *Joel Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc.*, Case No. CVRI2204068

5 DEADLINE FOR SUBMISSION OF THIS FORM: **<<RESPONSE DEADLINE>>**

6 Phoenix Settlement Administrators
7 P.O. Box 7208
8 Orange, CA 92863

9 Indicate Name/Address Changes, if any:

10 <<Name>>

11 <<Address>>

12 <<City>>, <<State>> <<Zip Code>>

13 XX – XX - _

14 TO ALL PERSONS CURRENTLY OR FORMERLY EMPLOYED BY DEFENDANT IN
15 CALIFORNIA, AS NON-EXEMPT, HOURLY-PAID EMPLOYEES DURING THE CLASS
16 PERIOD DEFINED AS SEPTEMBER 28, 2021 TO OCTOBER 11, 2024 (THE “CLASS
17 MEMBERS”):

18 The amount of your estimated Settlement Award is based upon the number of Eligible
19 Workweeks you worked between September 28, 2021 and October 11, 2024. “Individual Class
20 Workweeks” are defined as any Workweek in which you worked at least one (1) day as a non-
21 exempt, hourly-paid of Fairway Landscape & Irrigation, Inc. (“Defendant”) in California during
22 the calendar week. The number of Class Workweeks applicable to your claim is set forth below.

23 **YOUR ELIGIBLE WORKWEEKS**

24 Defendant’s records indicate that you worked <<number of Workweeks>> Workweeks between
25 September 28, 2021 and October 11, 2024.

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

27 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
28 in the approximate 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 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.

If you wish to dispute the number of Workweeks credited to you, you must complete and return
this form by indicating what you believe is incorrect on the blank lines below and return it on or

1 before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail
2 with proof of the submission date (such as a postmark or delivery service date stamp). You may
3 use this Workweeks Dispute form for this purpose. You must also send any documents or other
4 information that you contend supports your belief that the information set forth above is incorrect.
5 The Administrator will resolve any dispute based upon Defendant's records and any information
6 you provide. Please be advised that the information on this Workweeks Dispute Form is
7 presumed to be correct unless the documents you submit are company records from Defendant.

8 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF**
9 **WORKWEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR**
10 **EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 **Joel Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc.**
3 **Superior Court of the State California, County of Riverside**
4 **Case No. CVRI2204068**

5 DEADLINE FOR SUBMISSION OF THIS FORM: <<RESPONSE DEADLINE>>

6 Phoenix Settlement Administrators
7 P.O. Box 7208
8 Orange, CA 92863

9 Please verify and/or complete any missing identifying information:

10 CPT ID: <<CPT ID>>
11 <<Name>>
12 <<Address1>>
13 <<Address2>>
14 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

15 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
16 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
17 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
18 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
19 **SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-**
20 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
21 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
22 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

23 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
24 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
25 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
26 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

27 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
28 Include any and all evidence and supporting papers (including, without limitation, all briefs,
written evidence, and declarations) that you would like the Court to consider. However, you may
speak to the Court at the final approval hearing whether or not you submit a timely objection.

29 [] I OBJECT to the *Joel Gutierrez Alarcon v. Fairway Landscape & Irrigation, Inc.*
30 Settlement on the following grounds (if additional space necessary, please include additional
31 sheets of paper):

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[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2024

(Signature)

<<Name>>
(Printed Name)

EMAIL TO THE ADMINISTRATOR: << @ .COM>>

FAX TO THE ADMINISTRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Joel Gutierrez Alarcon v. *Fairway Landscape & Irrigation, Inc.*
Administrator
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863