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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ERICK AVALOS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

LANDCARE USA L.L.C., a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 25CU040088C

Honorable Wendy M. Behan
Department C-66

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 28, 2026
Time: 10:15 a.m.
Department: C-66

Complaint Filed: July 30, 2025
FAC Filed: October 2, 2025
SAC Filed: December 5, 2025
TAC Filed: July 24, 2026
Trial Date: None Set

1 This matter has come before the Honorable Wendy M. Behan in Department C-66 of the
2 Superior Court of the State of California, for the County of San Diego, on August 28, 2026, at
3 10:15 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Erick Avalos ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees and McGuireWoods
6 L.L.P appear as counsel for Defendant LandCare USA L.L.C. ("Defendant" or "LandCare").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation Re: Class Action and
12 Representative Action Settlement and Amendment No. 1 to Joint Stipulation for Class Action and
13 PAGA Settlement (together, "Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 1"** and **"EXHIBIT 2,"** respectively, to the Declaration of Scarlet Tunney in Support of
15 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
16 Court's determination that the Settlement falls within the range of possible approval as fair,
17 adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Service Award, PAGA Payment, Settlement Administration Costs, and
3 payments to the Participating Class Members and Aggrieved Employees provided thereby, appear
4 to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
7 available to the Settlement Class Members and Aggrieved Employees are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to
9 certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the
13 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is
14 a well-defined community of interest amongst the members of the Settlement Class with respect to
15 the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of
16 the Settlement Class; (d) Plaintiff will fairly and adequately protect the interests of the members of
17 the Settlement Class; (e) a class action is superior to other available methods for the efficient
18 adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff
19 individually and as the Class Representative.

20 6. The Court conditionally certifies, for settlement purposes only, the Settlement
21 Class, defined as follows:

22 All current and former non-exempt, hourly-paid employees of LandCare who
23 received wages for hours worked in California at any time during the Class Period.

24 7. The Court provisionally appoints Arby Aiwasian, Joanna Ghosh, and Scarlet
25 Tunney of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiff Erick Avalos as the Class
27 Representative.

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1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)
2 to handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within twenty (20) business days after entry of this Preliminary Approval Order,
4 Defendant shall provide the Settlement Administrator with the following information about each
5 Settlement Class Member and/or Aggrieved Employee: (1) name; (2) last known address(es)
6 currently in LandCare’s possession, custody, or control; (3) last known telephone number(s)
7 currently in LandCare’s possession, custody, or control; (4) last known Social Security Number(s)
8 in LandCare’s possession, custody, or control; (5) the dates of employment (*i.e.*, hire dates, and, if
9 applicable, re-hire date(s) and/or separation date(s)); (6) the number of Qualifying Workweeks for
10 each Settlement Class Member for the Class Period; and (7) the number of Qualifying Pay Periods
11 for each Aggrieved Employee for the PAGA Period (collectively referred to as the “Class List”) in
12 conformity with the Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
15 to Settlement Class Members in the manner set forth in the Settlement. The Court finds that the
16 Class Notice appears to fully and accurately inform the Settlement Class Members of all material
17 elements of the Settlement, of Settlement Class Members’ right to be excluded from the Class
18 Settlement by submitting a Request for Exclusion, of Settlement Class Members’ and Aggrieved
19 Employees’ right to challenge the Workweeks and/or the PAGA Pay Periods credited to each of
20 them, and of each Settlement Class Member’s right and opportunity to object to the Class
21 Settlement. The Court further finds that distribution of the Class Notice substantially in the manner
22 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
23 the Settlement Agreement and this Order, meet the requirements of due process and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
25 Settlement Administrator to mail the Class Notice to all Settlement Class Members within seven
26 (7) calendar days of receiving the Class List from Defendant, pursuant to the terms set forth in the
27 Settlement Agreement.

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1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Settlement Class
3 Member may choose to be excluded from the Class Settlement by submitting a timely and valid
4 written Request for Exclusion no later than forty-five (45) calendar days from the initial mailing of
5 the Class Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
6 Deadline shall be extended by fifteen (15) calendar days from the date of the Response Deadline.
7 Any Settlement Class Member who submits a Request for Exclusion from the Class Settlement
8 will not be a Settlement Class Member and will not have any right to object, appeal, or comment
9 on the Class Settlement. Settlement Class Members who submit a timely and valid Request for
10 Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court
11 order approving the terms of the Class Settlement, and the Final Approval Order and Judgment
12 entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of
13 whether they exercise their option to opt out of the Class Settlement.

14 13. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in
16 Department C-66 of the Superior Court of California for the County of San Diego, located at 330
17 West Broadway, San Diego, CA 92101, to determine all necessary matters concerning the
18 Settlement, including: whether the proposed settlement of the action on the terms and conditions
19 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
20 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
21 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
22 reasonable to the Settlement Class Members and Aggrieved Employees; and determine whether to
23 finally approve the requests for the Attorneys’ Fees and Costs, Service Award, and Settlement
24 Administration Costs.

25 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
26 Attorneys’ Fees and Costs, Service Award, PAGA Payment, and Settlement Administration Costs,
27 along with the appropriate declarations and supporting evidence, including the Settlement
28 Administrator’s declaration, by _____,

to be heard at the Final Approval Hearing.

15. Only Settlement Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement (i.e., Participating Class Members) by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Settlement Class Members and retains jurisdiction to consider all further applications arising out of
4 or connected with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By: _____

The Honorable Wendy M. Behan
Judge of the San Diego Superior Court

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Avalos v. LandCare USA, LLC, et al.
(County of San Diego, California Superior Court Case No. 25CU040088C)

As a current or former non-exempt, hourly-paid California employee of LandCare USA, LLC, you may be entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class and Representative Action Settlement because the records of LandCare USA, LLC (“LandCare”), show that you are a “Class Member” and therefore entitled to a payment from this class action settlement. Class Members are all current and former employees of LandCare who were employed in a non-exempt, hourly-paid position and who received wages for hours worked in the State of California at any time during the period from December 15, 2023 through December 27, 2025 (“Class Period”).

The settlement is to resolve a class action lawsuit, *Avalos v. LandCare USA, LLC, et al.*, pending in the Superior Court of California for the County of San Diego, Case Number 25CU040088C (the “Lawsuit”), alleging, among other things, claims for: for (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4); Failure to Pay Minimum Wages; (5) Wage Statement Violations; (6) Failure to Pay Final Wages Due Upon Termination; (7) Failure to Timely Pay Wages; (8) Failure to Maintain Payroll Records; (9) Failure to Reimburse Business Expenses; (10) Failure to Pay Vested and Unused Vacation Pay; (11) Failure to Pay Wages for Accrued Paid Sick Days; and (12) Unfair Business Practices pursuant to Business and Professions Code Section 17200, et seq. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

On [REDACTED], the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. LandCare vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you are a current or former employee of LandCare who was employed in a non-exempt, hourly-paid position in California and received wages for hours worked at any time during the period between June 22, 2024 through December 27, 2025 (the "PAGA Period") as well, then

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], at [REDACTED] a.m., in Department C-66 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED]: [REDACTED].m. on [REDACTED], in the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, in Department C-66. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

LandCare’s records show that you are currently, or were formerly, employed by LandCare in a non-exempt, hourly-paid position and received wages for hours worked in the State of California at some time during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Erick Avalos was a non-exempt, hourly-paid employee of LandCare in California. He is the “Plaintiff” in this case and are suing on behalf of themselves and Class Members for LandCare’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure to maintain payroll records, failure to timely pay wages, failure to indemnify business expenses, failure to pay vested and unused vacation time, failure to pay wages for accrued paid sick days, and engaging in unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

LandCare denies all allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff has agreed to settle this case with LandCare on behalf of himself, Class Members, and Aggrieved Employees for the Gross Settlement Amount of \$295,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$13,000.00; (2) a service award of up to \$5,000.00 to Plaintiff for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$103,250.00; (4) up to \$10,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$50,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$32,500.00, will be paid to the LWDA and thirty-five percent (35%), or \$17,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$117,750.00 will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for LandCare in California during the Class Period ("Qualifying Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Workweeks attributed to the Class Member by all Qualifying Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Workweeks ÷ total Settlement Class Qualifying Workweeks) x Net Settlement Amount. In addition, all current and former employees of LandCare who were employed in a non-exempt, hourly-paid position in California and who received wages for hours worked at any time during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$17,500.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of Qualifying Pay Periods worked by each Aggrieved Employee during the PAGA Period.

LandCare's records indicate that you worked [Qualifying Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Qualifying Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out ("Participating Class Members") will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as interest and penalties reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to be a “Participating Class Member” and will have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by LandCare to the Settlement Administrator.

Effective only upon entry of Judgment, the Order granting Final Approval of the Settlement, and on the date when LandCare fully funds the entire Gross Settlement Amount and fund all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will release claims against all Released Parties as follows:

Class Claims: For the duration of the Class Period, the release includes, for Participating Class Members: all claims for failure to pay (or properly pay) overtime wages; all claims for failure to pay minimum or other wages for all hours worked; all claims for failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); all claims for failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); all claims for failure to pay all wages due upon separation from employment; all claims for failure to issue accurate wage statements; failure to maintain payroll records; all claims for failure to timely pay wages during employment; all claims asserting a failure to properly reimburse employees for business-related expenses; all claims for violation of Labor Code section 227.3 with respect to the payment of vacation wages; all claims for violation of Labor Code section 246 *et seq.* with respect to any failure to permit the use of or properly pay sick leave; all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Third Amended Complaint; and all claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys’ fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the First Amended Complaint. The Parties additionally agree that the Class Released Claims shall include the release of related claims under the federal Fair Labor Standards Act (“FLSA”) pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

For Aggrieved Employees: The Aggrieved Employees, and, to the extent permitted by law, the State of California, release the Released Parties for the duration of the PAGA Period from all claims alleged in the PAGA Notice and the FAC for PAGA civil penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 14-2001, including for alleged: (1) failure to pay (or properly pay) overtime wages; (2) failure to pay minimum or other wages for all hours worked; (3) failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (4) failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (5) failure to pay all wages due upon separation from employment; (6) failure to issue accurate wage statements; (7) failure to maintain payroll records; (8) failure to timely pay wages during employment; (9) failure

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

to properly reimburse employees for business-related expenses; (10) violations of Labor Code section 227.3 with respect to the payment of vacation wages; and (11) violations of Labor Code section 246 *et seq.* with respect to any failure to provide or properly pay for sick leave, as set forth in Plaintiff's PAGA Notice.

The Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

"Released Parties" means LandCare and each of their past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, and any individual employees including, without limitation, Michael Bogan.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address, telephone number, the last four digits of the Class Member's Social Security Number, signature, and a statement that the Class Member seeks to be excluded from the Settlement Class using the same or any other language standing for the proposition the Class Member seeks to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Avalos v. LandCare USA, LLC, et al.* matter. To be valid, a Request for Exclusion must be postmarked to the Administrator by the Response Deadline and delivered to:

[Settlement Agreement]
[Mailing Address]

Your written request for exclusion must be postmarked and mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail stating why you object to the Settlement. Your written objection must provide your full name, address, telephone number, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than [RESPONSE DEADLINE]. Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court. If the Court overrules your objection, you will be bound by the settlement and will receive your share of the settlement. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____, at _____ a.m. in Department C-66 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.sdcourt.ca.gov/virtualhearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
Scarlet Tunney (SBN 359178)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department C-66 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Counsel for Defendant LandCare

In this case, LandCare is represented by the attorneys below. However, you should direct any questions regarding this matter to the Settlement Administrator and/or Class Counsel.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

MCGUIREWOODS LLP

Sabrina A. Beldner (SBN 221918)

Email: sbeldner@mcguirewoods.com

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1800 Century Park East, 8th Floor

Los Angeles, CA 90067-1501

Telephone: 310.315.8200

Facsimile: 310.315.8210

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]