

FILED
Superior Court of California
County of Sacramento
11/01/2024
V. Aleman, Deputy

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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SALVADOR ESCOBAR CABRERA and
JUAN ESCOBAR CABRERA, individually
and on behalf of all other similarly situated
employees,

Plaintiffs,

vs.

MIKE MCCALL LANDSCAPE, INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV005083

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-05083-001

Date: November 1, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: July 20, 2023

FAC Filed: November 20, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on November 1, 2024, at 9:00 a.m., in Department 22
4 before the Honorable Lauri A. Damrell, presiding. Plaintiffs Salvador Escobar Cabrera and Juan
5 Escobar Cabrera (“Plaintiffs”) filed this putative class action on July 20, 2023. The operative
6 Complaint alleges that Defendant Mike McCall Landscape, Inc. (“Defendant”), violated California
7 law by failing to pay overtime wages, failing to pay minimum wages, committing meal and rest period
8 violations, failing to provide accurate wage statements, failing to pay all final wages, failing to
9 reimburse business expenses, failing to pay prevailing wages, and engaging in unfair competition.
10 Plaintiffs have also alleged Defendant is liable for civil penalties under the Private Attorney’s General
11 Act (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this
12 Action. Defendant denied all of Plaintiffs’ claims and denied that this case was appropriate for class
13 treatment. No class has been certified.

14 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
16 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
17 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
18 in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Preliminary
19 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the
20 proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES
21 DETERMINATIONS AS FOLLOWS:

22 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
23 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All individuals who have, or continue to, work for Defendants in
27 California as non-exempt employees from July 20, 2019, up to October 8,
28 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiffs'
9 contentions that Defendant caused the violations outlined above by 1) failing to pay for all hours worked
10 as a result of Defendant's failure to accurately record all hours worked, 2) deducting time from
11 employees' hours worked, including deducting forty-five (45) minutes for meal periods that were shorter
12 or not received; 3) failing to correctly calculate employees' regular rates of pay when they earned
13 different rates of pay in the same week, 4) failing to authorize and permit all meal and rest periods, 5)
14 failing to keep accurate records of employee's hours worked, including start and stop times for any meal
15 periods, and 6) failing to pay all business expenses incurred, including mileage and personal cellphone
16 expenses. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
17 also derive from these violations. Additionally, Class Members seek the same remedies under state law.
18 The typicality requirement for settlement purposes is also satisfied since the claims of the Class
19 Representatives are based on the same facts and legal theories as those applicable to the class members.

20 The Court also finds that preliminarily and conditionally certifying the settlement class is
21 required to avoid each Class Member from litigating similar claims individually. This Settlement will
22 achieve economies of scale for Class Members with relatively small individual claims and conserve the
23 resources of the judicial system.

24 The Court finds that Plaintiffs Salvador Escobar Cabrera and Juan Escobar Cabrera and
25 Plaintiffs' counsel, Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez
26 Law, PC, to be adequate representatives of the settlement class. The Court appoints them as Class
27 Representatives and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiffs' Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$685,000 Gross Settlement Amount.

The Court approves of ILYM Group, Inc. acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and costs, Enhancement Payments to the Class Representatives, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal. 2005) ("the absence of objections or disapproval by class members to class counsel's fee request further supports finding the fee request reasonable"). Plaintiffs and Class Counsel are directed to provide

1 information in connection with the motion for final approval that will enable the Court to assess the
2 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee
3 percentage, and to quantify the amount of time spent by Plaintiffs on this case and any further risks
4 and/or burdens incurred as a result of acting as Class Representatives. Class Counsel is also directed to
5 provide an updated declaration and itemization regarding actual litigation costs incurred. The
6 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
7 incurred. The Court will review these amounts and allocations in connection with the final approval
8 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
9 for attorney's fees and costs, for Enhancement Payments to the Class Representatives, and/or Settlement
10 Administrator Costs, the difference between the amounts awarded and the amounts requested shall be
11 added to the Net Settlement Amount for distribution to Participating Class Members pro rata as set forth
12 in the Agreement.

13 The Court approves of the Forty Thousand Dollars (\$40,000) PAGA Payment, which shall be
14 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
15 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
16 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
17 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
18 provides a recovery that creates an effective, substantial deterrent to any potential future non-
19 compliance, furthering the purpose of the Labor Code and LWDA.

20 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
21 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
22 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
23 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
24 Gross Settlement Amount will revert to Defendant for any reason.

25 The releases and waivers for Class Members who do not opt out of being bound by the
26 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representatives are
27 also approved by the Court as set forth in the Agreement.
28

1 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
2 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and
4 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
5 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
6 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
7 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
8 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
9 of Settlement and proposed method for distribution of such notice by first class mail to each identified
10 Class Member at his or her most recent address based on a National Change of Address database search
11 from the Class Members' last known address and a skip trace on any Class Members who have the
12 Notice of Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
13 requirements, including those of due process.

14 The Court also finds that because there is a strong interest in providing Class Members the
15 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to
16 privacy rights, the sharing of employment information, including social security numbers, is not a
17 serious intrusion on their privacy rights. Hence, the Court orders Defendant to provide Class Member
18 information to the Settlement Administrator as set forth in the Agreement, including the first and last
19 name, last known mailing address, last known telephone number, Social Security Number, start and end
20 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information
21 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees.
22 The Class Member information will be provided to the Settlement Administrator only, and not to
23 Plaintiffs or Class Counsel, in order to process this settlement as contemplated within the Agreement
24 and approved by this Order. The Settlement Administrator shall only use this information for the
25 purposes identified in the Agreement and shall keep this information confidential consistent with the
26 terms of the Agreement.

27 **IV. IMPLEMENTATION SCHEDULE**

28 Accordingly, with good cause shown, the Court hereby approves and orders that the following
implementation schedule be adhered to:

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline

1 Last day for Settlement Administrator to provide
2 Parties with compliance declaration

Within 21 calendar days after settlement
check cashing deadline

3
4 **FINAL APPROVAL AND HEARING**

5 The Court hereby grants Plaintiffs' Motion and sets final approval hearing on the proposed date
6 of March 21, 2025, at 9:00 a.m., with briefs and supporting documentation to be submitted according to
7 the California Code of Civil Procedure, in this Department. Participating Class Members may object
8 and appear at the final approval hearing in person or by counsel as set forth in the Agreement.

9 If for any reason the Court does not grant final approval of the Agreement, all evidence and
10 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
11 parties to the litigation, including all challenges to personal jurisdiction and to class certification for any
12 purpose other than approving a settlement class. The parties will revert to their respective positions as if
13 no settlement had been reached at all.

14 **IT IS SO ORDERED.**

15 Date: 11/1/24

16 By: Lauri A. Damrell, Judge
17 Judge of the Superior Court



Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

SALVADOR ESCOBAR CABRERA and JUAN
ESCOBAR CABRERA, individually and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

MIKE MCCALL LANDSCAPE, INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendant.

Case No. 23CV005083

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: all individuals who have, or continue to, work for Defendants in California as non-exempt employees from July 20, 2019, to [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Salvador Escobar Cabrera and Juan Escobar Cabrera ("Plaintiffs" or "Class Representatives"), and Defendant Mike McCall Landscape, Inc. ("Defendant"), on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On July 20, 2023, Plaintiffs filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of themselves and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 23CV005083. The Class Period is July 20, 2019, to [REDACTED] (the "Class Period").

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to pay prevailing wages, 4) failing to provide meal periods or pay premiums in lieu thereof, 5) failing to provide rest periods or pay premiums in lieu thereof, 6) failing to provide accurate wage statements, 7) failing to pay final wages, 8) failing to pay reimbursement for expenses, 9) failing to maintain accurate wage records, 10) failing to pay sick leave, 11) engaging in unfair competition, and 12) committing PAGA violations. Defendant has denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process.

Despite agreeing to and supporting the Agreement, Defendant continue to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all individuals who have, or continue to, work for Defendants in California as non-exempt employees from July 20, 2019, to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Defendants in California from July 18, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Six Hundred Eighty-Five Thousand Dollars (\$685,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$20,000, Class Representatives’ Enhancement Payments of \$10,000 each, and \$40,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$40,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as July 18, 2022, to [REDACTED]. Defendant’s records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Escobar Cabrera, et al. v. Mike McCall Landscape, Inc.*, 23CV005083); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You **cannot**

ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Escobar Cabrera, et al. v. Mike McCall Landscape, Inc.*, 23CV005083); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 22, 720 9th Street, Sacramento, California 95814, on [REDACTED] at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

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Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiffs

Richard T. Bowles
Jason J. Granskog
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2121 N. California Blvd., Suite 875
Walnut Creek, California 94596
Telephone: (925) 935-3300
Facsimile: (925) 935-0371
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [REDACTED]

BY ORDER OF THE COURT