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Attorneys for Plaintiff,
JOSE ALARCON aka PORFIRIO CRUZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(*UNLIMITED JURISDICTION*)

JOSE ALARCON aka PORFIRIO CRUZ, on behalf of himself and all others similarly situated, and the general public, and as an "Aggrieved Employee" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

Plaintiff,

vs.

VILLA PARK LANDSCAPE, a California corporation; and DOES 1 to 25, inclusive,

Defendant(s)

30-2024-01371907-CU-OE-CXC

SUPPLEMENTAL DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Assigned for All Purposes to
Hon. Layne H. Melzer, Dept. CX102

Action filed:	01/10/2024
Hearing Date:	12/17/2026
Hearing Time:	2:00 p.m.
Hearing Dept:	CX102

SUPPLEMENTAL DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, MARALLE MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of MM Law, APC and the attorney of record for Plaintiff Jose Alarcon aka Porfirio Cruz ("Plaintiff") in his lawsuit against Defendant Villa Park Landscape ("Defendant"). I was appointed as Class Counsel for settlement purposes in Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. This Supplemental Declaration is submitted in response to the Court's October 8, 2026 Minute Order, which adopted the Court's tentative ruling, continued the hearing on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion") to December 17, 2026 at 2:00 p.m. in Department CX102, and directed Class Counsel to address the issues identified in the ruling by supplemental papers filed no later than sixteen (16) court days before the continued hearing date.

4. A true and correct copy of the fully executed Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release (the "Addendum") is attached hereto as **Exhibit 1**. The revised Court Approved Notice of Class Action and PAGA Settlement, in English and in Spanish (the "Revised Class Notice"), is attached as Exhibit A to the Addendum.

5. A true and correct copy of the redline of the Revised Class Notice (English), showing all changes made to the Class Notice originally submitted with the Motion, is attached hereto as **Exhibit 2**.

6. A true and correct copy of the redline of the Revised Class Notice (Spanish), showing all changes made to the Spanish-language Class Notice originally submitted with the Motion, is attached hereto as **Exhibit 3**. The Spanish-language Revised Class Notice also corrects the page references to the attached forms; this non-substantive change is shown in Exhibit 3.

7. A true and correct copy of the redline of the revised [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, showing all changes made to the proposed order originally submitted with the Motion, is attached hereto as **Exhibit 4**. A clean copy of the revised proposed order, with the Revised Class Notice in English and Spanish attached as Exhibit A, is lodged concurrently herewith.

8. In its October 8, 2026 ruling, the Court identified the following issues with the Settlement Agreement, the Class Notice, and the proposed order. Each of the Court's comments is recited below in bold, followed by a discussion of the Parties' response to the comment and where compliance is documented.

As to the Settlement Agreement:

- **For remailed Class Notices, the deadline to respond (i.e., opt outs, objections, and workweek disputes) is too short and should be at least 30 days after remailing or the Response Deadline, whichever is later.**

The Parties have executed the Addendum to address this issue. Paragraphs 1, 2, and 3 of the Addendum amend Paragraphs 34 ("Response Deadline"), 51 (Confirmation of Updated Contact Information in the Class Lists), and 55 (Request for Exclusion Procedures) of the Settlement Agreement, respectively, to provide that Class Members who receive a re-mailed Class Notice will have either (a) thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, a dispute concerning the calculation of their Individual Settlement Payment, or an objection to the Settlement. (Ex. 1, Addendum ¶¶ 1-3.) Paragraph 5 of the Addendum provides that all other terms of the Settlement Agreement remain unchanged and in full force and effect. (Ex. 1, Addendum ¶ 5.) The implementation schedule in the proposed order has been conformed to the thirty (30) day period. (Ex. 4, Proposed Order ¶ 4(d), (e), (f).)

As to the Class Notice:

- **The notice should be revised so as to be consistent with the resolution of the issues identified above.**

The Revised Class Notice has been revised, in both English and Spanish, to advise Class Members who receive a re-mailed Class Notice that they will have until thirty (30) calendar days from the date of re-mailing or the applicable deadline, whichever is later, to respond. The

language has been added in each place the Class Notice states a response deadline: in the "Your Estimated Payment" section governing Workweek and Pay Period disputes, in "Option 2 – Opt Out of the Settlement," and in "Option 3 – Object to the Settlement." (Ex. 2, pp. 4-5; Ex. 3, pp. 4-6.) The Revised Class Notice is attached as Exhibit A to the Addendum (Ex. 1) and as Exhibit A to the revised proposed order.

- **The following sentences, in bold, should be added to the notice: "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."**

The sentences "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." have been added, in bold, on the first page of the Revised Class Notice, directly beneath the statement that the Court authorized the Notice. (Ex. 2, p. 1.) The Spanish-language Revised Class Notice contains the same sentences, in bold, in the same location. (Ex. 3, p. 1.)

- **The notice should specify that the judgment, "whether favorable or not," will be binding all Class Members who do not request exclusion. (CRC, rule 3.766(d)(4).)**

The Revised Class Notice now states that the judgment in this Action, whether favorable or not, will be binding on all Class Members who do not request exclusion. This statement appears on the first page, in the "You Don't Have to Do Anything to Participate in the Settlement" row of the summary table, and again under "Option 1 – Automatically Receive a Payment from the Settlement." (Ex. 2, pp. 1, 5; Ex. 3, pp. 1, 5.)

As to the [Proposed] Order Granting Preliminary Approval:

- **The proposed order should be revised to incorporate the relevant revisions identified above, including attaching the revised Class Notice.**

The revised proposed order incorporates the revisions described above. Paragraph 1 grants preliminary approval of the Settlement as modified by the Addendum. Paragraphs 4(d) and 4(e) now provide Class Members who receive a re-mailed Class Notice thirty (30) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection, and new Paragraph 4(f) sets the same deadline for Workweek and PAGA Pay Period disputes. Paragraph 5 approves the revised Class Notice, in English and Spanish, attached to the order as Exhibit A. (Ex. 4, Proposed Order ¶¶ 1, 4(d)-(f), 5 and Ex. A thereto.)

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- **The date for the preliminary approval hearing should be updated to reference the continued hearing date.**

The caption and the first paragraph of the revised proposed order now reference the continued hearing date of December 17, 2026 at 2:00 p.m. (Ex. 4, Proposed Order, p. 1 and ¶ 1 preamble.) Because the preliminary approval hearing has been continued, the Final Approval Hearing date in Paragraph 9 has been moved from February 18, 2027 to May 20, 2027 at 2:00 p.m. May 20, 2027 is the earliest Thursday hearing date that allows the notice process set forth in the Settlement, as amended, to be completed before the final approval papers are due, assuming preliminary approval is granted on December 17, 2026. (Ex. 4, Proposed Order ¶ 9.)

- **The proposed order should reference by name and ROA number all the declaration(s) to which the Settlement Agreement and any amendments thereto are attached.**

The recital of the revised proposed order now identifies the Settlement Agreement as Exhibit 1 to the Declaration of Maralle Messrelian in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement filed on July 16, 2026 (ROA #66), and identifies the Addendum as Exhibit 1 to this Supplemental Declaration (ROA # to be assigned upon filing). (Ex. 4, Proposed Order, p. 2.)

- **The proposed order should specify the amounts proposed to be allocated from the GSA to attorneys' fees, litigation costs, enhancement(s), administration costs, and PAGA penalties (including to the LWDA and to Aggrieved Employees).**

Paragraph 3 of the revised proposed order now specifies the proposed allocations from the Gross Settlement Amount of $1,200,000: attorneys' fees to Class Counsel of up to $400,000 (33.33% of the Gross Settlement Amount), with a notation that Class Counsel is requesting only 30% of the Gross Settlement Amount, or $360,000; litigation costs to Class Counsel of up to $13,000; a Class Representative Enhancement Payment to Plaintiff of up to $10,000; Settlement Administration Costs of up to $15,000 (currently estimated at $14,500); and a PAGA Settlement Amount of $100,000, of which $75,000 (75%) will be paid to the LWDA and $25,000 (25%) will be distributed to the Aggrieved Employees. Each allocation remains subject to the Court's determination at the Final Approval Hearing. (Ex. 4, Proposed Order ¶ 3; see Settlement Agreement ¶¶ 35, 39, 40, 42.)

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- **The proposed order should also include the definitions for PAGA Aggrieved Employees and the PAGA Period.**

Paragraph 2 of the revised proposed order now includes the definitions of "Aggrieved Employee(s)" (all individuals who are or were employed by Defendant Villa Park Landscape as hourly, non-exempt employees in California during the PAGA Period) and "PAGA Period" (September 14, 2022 through September 10, 2025), consistent with Paragraphs 2 and 23 of the Settlement Agreement. (Ex. 4, Proposed Order ¶ 2.)

Notice to the LWDA

9. Pursuant to Labor Code section 2699(l)(2) and the Court's October 8, 2026 Minute Order, Plaintiff submitted a copy of the Addendum, the Revised Class Notice, this Supplemental Declaration with its exhibits, and the revised proposed order to the LWDA at the same time these supplemental papers were filed with the Court. True and correct copies of Plaintiff's submission to the LWDA and the LWDA's confirmation email are collectively attached hereto as **Exhibit 5**. Plaintiff previously gave notice of the Court's October 8, 2026 ruling to the LWDA on October 15, 2026, and filed a proof of service of that notice with the Court.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed November 20, 2026, at Glendale, California.

MARALLE MESSRELIAN,
Declarant

EXHIBIT 1

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Attorneys for Defendant,
VILLA PARK LANDSCAPE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

JOSE ALARCON aka PORFIRIO CRUZ, on behalf of himself and all others similarly situated, and the general public, and as an "Aggrieved Employee" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

Plaintiff,

vs.

VILLA PARK LANDSCAPE, a California corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 30-2024-01371907-CU-OE-CXC

[Assigned For All Purposes To Hon. Layne H. Melzer]

ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Action filed: 01/10/2024

This Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release ("Addendum") is made and entered into by and between Plaintiff Jose Alarcon aka Porfirio Cruz ("Plaintiff" or "Class Representative"), in his individual capacity, as class representative, and as a private attorney general, and Defendant Villa Park Landscape ("Defendant") (collectively, the "Parties"), and amends the Joint Stipulation of Class Action and PAGA Settlement and Release executed by the Parties on July 2, 2026 (the "Settlement Agreement"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Settlement Agreement.

RECITALS

A. On July 16, 2026, Plaintiff filed his Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement, which submitted the Settlement Agreement and the Class Notice attached to it as Exhibit A for the Court's review.

B. On October 8, 2026, the Court continued the hearing on the Motion to December 17, 2026 and identified issues to be addressed before preliminary approval, including that, for re-mailed Class Notices, the deadline to respond (i.e., to submit Requests for Exclusion, objections, and Workweek disputes) should be at least thirty (30) days after re-mailing or the Response Deadline, whichever is later, and that the Class Notice should be revised to be consistent with that change and to include certain additional language.

C. The Parties enter into this Addendum to amend the Settlement Agreement to address the Court's ruling. Pursuant to Paragraph 80 of the Settlement Agreement, this Addendum is in writing, is signed by the Parties or their counsel, and is subject to approval by the Court.

AMENDMENTS

1. *Amendment to Paragraph 34 ("Response Deadline").* The last sentence of Paragraph 34 of the Settlement Agreement is deleted in its entirety and replaced with the following:

> "Those Class Members who receive a re-mailed Class Notice will have either (a) thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or an objection to the Settlement."

2. *Amendment to Paragraph 51 (Confirmation of Updated Contact Information in the Class*

Lists). The last sentence of Paragraph 51 of the Settlement Agreement is deleted in its entirety and replaced with the following:

> "Those Class Members who receive a re-mailed Class Notice will have either (a) thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement."

3. *Amendment to Paragraph 55 (Request for Exclusion Procedures).* The last sentence of Paragraph 55 of the Settlement Agreement is deleted in its entirety and replaced with the following:

> "Those Class Members who receive a re-mailed Class Notice will have either (a) thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion."

4. *Revised Class Notice.* Exhibit A to the Settlement Agreement is deleted in its entirety and replaced with the revised Court Approved Notice of Class Action and PAGA Settlement attached to this Addendum as Exhibit A (the "Revised Class Notice"). The Revised Class Notice conforms to the amendments set forth in Paragraphs 1 through 3 above and includes the additional language directed by the Court. From and after the date of this Addendum, all references in the Settlement Agreement to the "Class Notice" or to "Exhibit A" refer to the Revised Class Notice.

5. *Effect of Addendum.* Except as expressly modified by this Addendum, all terms and conditions of the Settlement Agreement remain unchanged and in full force and effect. In the event of any conflict between this Addendum and the Settlement Agreement, this Addendum controls. This Addendum is incorporated into and made a part of the Settlement Agreement.

6. *Court Approval.* This Addendum is subject to approval by the Court. If the Court does not approve the Settlement Agreement as modified by this Addendum, Paragraph 73 of the Settlement Agreement applies.

7. *Execution and Counterparts.* This Addendum may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

[READ CAREFULLY BEFORE SIGNING]

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: November 12, 2026

By: _____
Jose Alarcon (Nov 12, 2026 20:13:40 PST)
Plaintiff JOSE ALARCON aka PORFIRIO CRUZ

Approved as to Form:

DATED: November 12, 2026

MM LAW, APC

By: _____
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

VILLA PARK LANDSCAPE

DATED: _____, 2026

By: _____
Name: _____
Title: _____

Approved as to Form:

DATED: _____, 2026

FISHER & PHILLIPS LLP

By: _____
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant

[READ CAREFULLY BEFORE SIGNING]

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: _____, 2026

By:_____
Plaintiff JOSE ALARCON aka PORFIRIO CRUZ

Approved as to Form:

DATED: _____, 2026

MM LAW, APC

By:_____
Maralle Messrelian, Esq.
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

VILLA PARK LANDSCAPE

DATED: Nov 13, 2026, 2026

By: Valerie Hernandez
Name: Valerie Hernandez
Title: Director

Approved as to Form:

DATED: November 18, 2026

FISHER & PHILLIPS LLP

By:_____
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!

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.

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

To: All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the Class Period of January 10, 2020 to September 10, 2025 ("Class Members").

All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the PAGA Period of September 14, 2022 to September 10, 2025 ("Aggrieved Employees").

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 deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Amount and, if you are also an Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period. The judgment in this Action, whether favorable or not, will be binding on all Class Members who do not request exclusion.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by completing the Request for Exclusion Form (found on page 9 of this Notice) and emailing or mailing it to the Settlement Administrator. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement.

You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701.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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Settlement Payment and Aggrieved Employee Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on page 3 of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by _____. _____

Summary of the Litigation

Plaintiff Jose Alarcon aka Porfirio Cruz, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Villa Park Landscape violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employes for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 12, 2024, the parties participated in a mediation with Steve Pearl, Esq., an experienced and well-respected mediator. A settlement was not reached at the initial mediation session. However, settlement discussions continued through the mediator in the following months, and on October 28, 2025, the parties executed a Memorandum of Understanding based on mutually agreeing to a mediator's proposal.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $1,200,000.00. The Defendant will pay the $1.2 million settlement in three equal installments of $400,000 each. Class Members can expect to receive their settlement payments approximately 6 months after the final approval hearing.

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

A. Up to $400,000.00 (33.33 % or one third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $13,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class, and for a release of all claims arising out of his employment with Defendant;

C. Up to $15,000.00 to the Administrator for services administering the Settlement.

D. A $100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a $75,000.00 payment (75%) to the California Labor and Workforce Development Agency ("LWDA PAGA Payment") in connection with the PAGA, and a $25,000.00 payment (25%) ("Aggrieved Employee Payment") to all Aggrieved Employees based on their PAGA Period Pay Periods.

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

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from January 10, 2020 to September 10, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. **Accordingly, your estimated payment from the Net Settlement Amount is approximately $_____.**

Payments from the Aggrieved Employee Payment. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from September 14, 2022 to September 10, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated "Individual Settlement Payment" from the Aggrieved Employee Payment, the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The Aggrieved Employee Payment portion of each Aggrieved Employee's "Individual Settlement Payment" will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the Aggrieved Employee Payment even if he/she/they submit a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. **Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately $_____.**

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately $_____. If you believe the Workweek or Pay Period information provided above is incorrect, complete the Workweek Dispute and Change of Address Form (found on page 7 of this Notice) and send it to the Settlement Administrator. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Email: _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.
If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the Response Deadline stated above, whichever is later, to submit your dispute.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*
If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a Aggrieved Employee, the Released PAGA Claims:

> **Released Class Claims**: All claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages in violation of Labor Code sections 510, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay all wages due at separation of employment in violation of Labor Code sections 201-203; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2800-2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
>
> **Released PAGA Claims**: All known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims that were alleged, or reasonably could have been alleged based on any

facts, claims, or theories set forth in the PAGA Notice against Defendant dated September 14, 2023, which occurred during the PAGA Period.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. If you do not request exclusion, you will be bound by the judgment entered in this Action, whether favorable or not.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by completing and submitting the Request for Exclusion Form (found on page 9 of this Notice) to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the Request for Exclusion Form by email or First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____
Email: _____

The Request for Exclusion Form must be postmarked or emailed not later than _____, 2027. If you submit a Request for Exclusion Form which is not postmarked or emailed by _____, 2027, your Request for Exclusion will be rejected, and you will be included in the settlement class. If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the deadline stated above, whichever is later, to submit your Request for Exclusion Form.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims, and will receive a payment from the Aggrieved Employee Payment.

Option 3 – *Object to the Settlement*

If you decide to object to the settlement because you find it unfair or unreasonable, you may complete the Objection Form (found on page 10 of this Notice) or appear at the Final Approval Hearing. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be emailed or mailed to the administrator at [administrator's email address and mailing address].

All written objections must be received by the Settlement Administrator by not later than _____, 2027. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the deadline stated above, whichever is later, to submit your written objection.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Court Approved Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to https://www.occourts.org/online-services/case-access, and entering the Case Number for the Action: 30-2024-01371907-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, Phoenix Settlement Administrators , toll free at 1-***-***-****.

In addition, contact information for Class Counsel is as follows:

Counsel for the Class and Plaintiff

Maralle Messrelian
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, California 91203
Telephone: (818) 810-7747
Email: maralle@mmlawapc.com

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-****

WORKWEEK DISPUTE AND CHANGE OF ADDRESS FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____

Former Names (if any)

_____

New Street Address

_____

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Villa Park Landscape's records ("Defendant"):

You were employed by Defendant and worked a total of ___ workweeks during the time period between January 10, 2020 and September 10, 2025.

You were employed by Defendant and worked a total of ___ pay periods during the time period September 14, 2022 and September 10, 2025.

Based on the above, your Individual Settlement Payment is estimated to be $_____ and Individual PAGA Payment is estimated to be $_____.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

_____

_____

_____

_____

_____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Villa Park Landscape's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Court Approved Notice of Class Action and PAGA Settlement" that accompanies this Form. While the Settlement Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide any unresolved disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE EMAILED OR MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2027 <<RESPONSE DEADLINE>>

REQUEST FOR EXCLUSION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape***, Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print):_____
(First) (Middle) (Last)

Address:_____
(Street)

_____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE EMAILED OR MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2027 <<RESPONSE DEADLINE>> AT:

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Administrator Name
c/o _____
_____
_____
Email:_____

OBJECTION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape,*** you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this Form.

1. Provide the following information:

Your Name (Please Print):_____
(First) (Middle) (Last)

Your Address:_____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

_____

_____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number_____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND E-MAIL OR MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS NO LATER THAN _____, 2027. <<RESPONSE DEADLINE>>

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Administrator
Name c/o _____
_____
_____

Email:_____

AVISO APROBADO POR EL TRIBUNAL DE DEMANDA COLECTIVA Y ACUERDO PAGA

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!

Sus derechos legales se ven afectados ya sea que actúe o no actúe. Lea este Aviso cuidadosamente. Se considerará que usted lo ha leído cuidadosamente y lo ha entendido.

No es correo basura, publicidad no deseada, un anuncio publicitario ni una solicitud de un abogado. Usted no está siendo Demandado.

Para: Todos los empleados actuales y anteriores no exentos, remunerados por hora, que trabajaron para el Demandado Villa Park Landscape en California en algún momento durante el Período de la Clase del 10 de enero de 2020 al 10 de septiembre de 2025 (los "Miembros de la Clase").

Todos los empleados actuales y anteriores no exentos, remunerados por hora, que trabajaron para el Demandado Villa Park Landscape en California en algún momento durante el Período PAGA del 14 de septiembre de 2022 al 10 de septiembre de 2025 (los "Empleados Agraviados").

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo	Si usted no hace nada, se le considerará un "Miembro de la Clase Participante", y será elegible para un pago del Monto Neto del Acuerdo y, si también es un Empleado Agraviado, del Pago a Empleados Agraviados. A cambio, usted quedará vinculado por los términos del Acuerdo propuesto y renunciará a su derecho a interponer reclamaciones de salarios y horas contra el Demandado con base en los mismos hechos alegados en la Demanda durante el Período de la Clase. La sentencia que se dicte en esta Acción, ya sea favorable o no, será vinculante para todos los Miembros de la Clase que no soliciten su exclusión.
Puede Excluirse del Acuerdo de la Clase pero no del Acuerdo PAGA **La Fecha Límite para Excluirse es el [DATE]**	Si usted no desea participar en el Acuerdo colectivo propuesto, puede excluirse completando el Formulario de Solicitud de Exclusión (que se encuentra en la página 10 de este Aviso) y enviándolo por correo electrónico o postal al Administrador del Acuerdo. Una vez excluido, ya no será elegible para un pago del Monto Neto del Acuerdo y no quedará vinculado por los términos del Acuerdo colectivo propuesto. Usted no puede excluirse de la parte PAGA del Acuerdo propuesto. Los Empleados Agraviados siguen siendo elegibles para recibir un pago del Pago a Empleados Agraviados y deben renunciar a su derecho a interponer reclamaciones de sanciones bajo PAGA contra el Demandado con base en los hechos alegados en la Demanda durante el Período PAGA.
Los Miembros de la Clase Participantes Pueden Objetar al Acuerdo de la Clase **Las Objeciones por Escrito Deben Presentarse a Más Tardar el DATE]**	Todos los Miembros de la Clase que no se excluyan (los "Miembros de la Clase Participantes") pueden objetar a cualquier aspecto del Acuerdo colectivo propuesto.

Puede Participar en la Audiencia de Aprobación Final del [DATE]	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el [DATE] en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, CA 92701. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre y a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de la Clase Participantes pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Si el Tribunal otorga la aprobación final del Acuerdo a pesar de su objeción, usted recibirá un pago del Monto Neto del Acuerdo y quedará vinculado por los términos del Acuerdo y la Liberación.
Puede Impugnar el Cálculo de sus Semanas Laborales/Períodos de Pago **Las Impugnaciones por Escrito Deben Presentarse a Más Tardar el** **_____**	El monto de su Pago Individual del Acuerdo y del Pago a Empleados Agraviados (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de la Clase y de cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago del Período PAGA que usted trabajó, según los registros del Demandado, se indican en la página 3 de este Aviso. Si no está de Acuerdo con alguno de estos números, o no está de Acuerdo con el monto de cualquier pago previo recibido (si corresponde), debe impugnarlo antes del _____

Resumen del Litigio

El Demandante Jose Alarcon, también conocido como Porfirio Cruz, en su nombre y en nombre de otros empleados actuales y anteriores no exentos, alega que el Demandado Villa Park Landscape violó las leyes laborales del Estado de California como resultado de su presunto incumplimiento de, entre otras cosas: (1) pagar el salario mínimo y las horas extras a los empleados por todas las horas trabajadas; (2) proporcionar a los empleados períodos de comida y descanso; (3) pagar oportunamente todos los salarios adeudados a los empleados durante cada período de pago y al término de su empleo; (4) reembolsar a los empleados los gastos comerciales necesarios; y (5) proporcionar a los empleados comprobantes de pago detallados y precisos.

Después del intercambio de información y evidencia relevante, las partes acordaron entablar negociaciones de Acuerdo en un intento de resolver informalmente las reclamaciones del caso. El 12 de septiembre de 2024, las partes participaron en una mediación con Steve Pearl, Esq., un mediador experimentado y muy respetado. No se llegó a un Acuerdo en la sesión de mediación inicial. Sin embargo, las conversaciones de Acuerdo continuaron a través del mediador en los meses siguientes, y el 28 de octubre de 2025, las partes suscribieron un Memorando de Entendimiento basado en la aceptación mutua de una propuesta del mediador.

El abogado del Demandante, y los abogados designados por el Tribunal para representar a la Clase, Maralle Messrelian, Esq. de MM Law, APC (el "Abogado de la Clase"), han investigado los hechos y las circunstancias relacionadas con los asuntos planteados en el caso y el derecho aplicable. Si bien el Abogado de la Clase considera que las reclamaciones alegadas en esta Demanda tienen fundamento, también reconoce que el riesgo y el costo de continuar el litigio justifican el Acuerdo. Con base en lo anterior, el Abogado de la Clase considera que el Acuerdo propuesto es justo, adecuado, razonable y beneficia los intereses de los Miembros de la Clase.

El Demandado ha negado, y continúa negando, las alegaciones fácticas y legales del caso, y considera que cuenta con defensas válidas frente a las reclamaciones del Demandante. Al aceptar transigir, el Demandado no admite responsabilidad respecto de ninguna de las alegaciones fácticas o reclamaciones del caso, ni que el caso pueda o deba

proceder como Demanda colectiva. El Demandado ha acordado transigir el caso como parte de un Acuerdo con el Demandante.

Resumen de los Términos Propuestos del Acuerdo

El Demandante y el Demandado han acordado transigir las reclamaciones colectivas subyacentes a cambio de un Monto Bruto del Acuerdo de $1,200,000.00. El Demandado pagará el Acuerdo de $1.2 millones en tres pagos iguales de $400,000 cada uno. Se espera que los Miembros de la Clase reciban sus pagos del Acuerdo aproximadamente 6 meses después de la audiencia de aprobación final.

Deducciones Aprobadas por el Tribunal del Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, el Demandante y/o el Abogado de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Monto Bruto del Acuerdo, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Final:

A. Hasta $400,000.00 (33.33 % o un tercio del Monto Bruto del Acuerdo) al Abogado de la Clase por honorarios de abogados y hasta $13,000.00 por sus gastos de litigio. A la fecha, el Abogado de la Clase ha trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.

B. Hasta $10,000.00 al Demandante como Pago por Servicios de Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase, y a cambio de una liberación de todas las reclamaciones derivadas de

C. Hasta $15,000.00 al Administrador por los servicios de administración del Acuerdo.

D. Un Acuerdo de $100,000 por reclamaciones bajo la Ley de Procuradores Generales Privados del Código Laboral de 2004 ("PAGA"), que incluye un pago de $75,000.00 (75%) a la Agencia de Desarrollo de la Fuerza Laboral y Relaciones Laborales de California ("Pago PAGA a la LWDA") en relación con PAGA, y un pago de $25,000.00 (25%) (el "Pago a Empleados Agraviados") a todos los Empleados Agraviados en función de sus Períodos de Pago del Período PAGA.

Los Miembros de la Clase Participantes tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

Pagos del Monto Neto del Acuerdo. El Demandado calculará el número total de Semanas Laborales trabajadas por cada Miembro de la Clase desde el 10 de enero de 2020 hasta el 10 de septiembre de 2025 (el "Período de la Clase") y el número total agregado de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Clase. Para determinar la parte estimada de cada Miembro de la Clase del Monto Neto del Acuerdo, el Administrador del Acuerdo utilizará la siguiente fórmula: el Monto Neto del Acuerdo se dividirá entre el número total agregado de Semanas Laborales durante el Período de la Clase, resultando en el "Valor de la Semana Laboral." La parte de cada Miembro de la Clase del Monto Neto del Acuerdo se calculará multiplicando el número total de Semanas Laborales de cada Miembro de la Clase individual por el Valor de la Semana Laboral. El Pago Individual del Acuerdo se reducirá por las deducciones requeridas para cada Miembro de la Clase según se establece específicamente en el presente, incluidas las retenciones fiscales o deducciones a cargo del empleado. Si existen Solicitudes de Exclusión válidas y oportunas, el Administrador del Acuerdo incrementará proporcionalmente la parte de cada Miembro de la Clase Participante del Monto Neto del Acuerdo según el número de Semanas Laborales trabajadas, de modo que el monto efectivamente distribuido a la Clase del Acuerdo equivalga al 100% del Monto Neto del Acuerdo.

Según los registros del Demandado, usted trabajó durante el Período de la Clase en un puesto no exento por un total de ____ Semanas Laborales. **Por lo tanto, su pago estimado del Monto Neto del Acuerdo es de aproximadamente $_____.**

Pagos del Pago a Empleados Agraviados. El Demandado calculará el número total de Períodos de Pago trabajados por cada Empleado Agraviado desde el 14 de septiembre de 2022 hasta el 10 de septiembre de 2025 (el "Período PAGA") y el número total agregado de Períodos de Pago trabajados por todos los Empleados Agraviados durante el Período PAGA. Para determinar el "Pago Individual del Acuerdo" estimado de cada Empleado Agraviado a partir del Pago a Empleados Agraviados, el Administrador del Acuerdo utilizará la siguiente fórmula: el Pago a Empleados Agraviados se dividirá entre el número total agregado de Períodos de Pago PAGA durante el Período PAGA, resultando en el "Valor del Período de Pago PAGA." La porción del Pago a Empleados Agraviados del "Pago Individual del Acuerdo" de cada Empleado Agraviado se calculará multiplicando el número total de Períodos de Pago PAGA de cada Empleado Agraviado individual por el Valor del Período de Pago PAGA. Una Solicitud de Exclusión no excluye a un Empleado Agraviado de la liberación de reclamaciones bajo las secciones 2698 y siguientes del Código Laboral de California, *y siguientes* y el Empleado Agraviado recibirá su parte del Pago a Empleados Agraviados incluso si presenta una Solicitud de Exclusión válida.

> Según los registros del Demandado, usted trabajó durante el Período PAGA en un puesto no exento por un total de _____ Períodos de Pago. **Por lo tanto, su pago estimado del Pago a Empleados Agraviados es de aproximadamente $_____.**

Su Pago Estimado: Con base en lo anterior, su pago estimado del Acuerdo es de aproximadamente $_____. Si usted considera que la información sobre Semanas Laborales o Períodos de Pago proporcionada arriba es incorrecta, complete el Formulario de Disputa de Semanas Laborales y Cambio de Dirección (que se encuentra en la página 8 de este Aviso) y envíelo al Administrador del Acuerdo. Debe adjuntar toda la documentación que respalde su disputa (como talones de cheque, formularios W-2 o cartas de Recursos Humanos). Todas las disputas deben tener matasellos o ser enviadas por correo electrónico a más tardar el [insert date of Response Deadline] y deben enviarse a:

Administrador del Acuerdo
c/o _____
Correo electrónico: _____

Si usted disputa la información indicada arriba, los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación que demuestre lo contrario.
Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la Fecha Límite de Respuesta indicada arriba, lo que ocurra más tarde, para presentar su disputa.

Impuestos sobre los Pagos del Acuerdo. Se distribuirán los Formularios W-2 y 1099 del IRS a los Miembros de la Clase participantes y a las autoridades fiscales correspondientes, reflejando los pagos que reciban bajo el Acuerdo. Los Miembros de la Clase deben consultar a sus asesores fiscales respecto de las consecuencias tributarias de los pagos que reciban bajo el Acuerdo. Para efectos de este Acuerdo, el 20% de cada pago del Acuerdo se asignará como salario, por el cual se emitirán Formularios W-2 del IRS, y el 80% se asignará como no salario, por el cual se emitirán Formularios 1099-MISC del IRS. Los pagos emitidos a los Empleados Agraviados del Pago a Empleados Agraviados se tratarán como no salario, por lo que se emitirán Formularios 1099-MISC del IRS.

Sus Opciones Bajo el Acuerdo

Opción 1 – *Recibir Automáticamente un Pago del Acuerdo*
Si desea recibir su pago del Acuerdo, no se requiere ninguna acción adicional de su parte. Usted recibirá automáticamente su pago del Administrador del Acuerdo si y cuando el Acuerdo reciba la aprobación final del Tribunal.

Si usted elige la **Opción 1**, y si el Tribunal otorga la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte de los fondos del Acuerdo. Además, se considerará que usted ha liberado o renunciado a las Reclamaciones Colectivas Liberadas, y si usted también es un Empleado Agraviado, a las Reclamaciones PAGA Liberadas:

> **Reclamaciones Colectivas Liberadas**: Todas las reclamaciones que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en los hechos indicados en la Demanda Operativa que surgieron durante el Período de la Clase, incluidas las reclamaciones por: (1) no pagar el salario mínimo en violación de las secciones 1197 y 1198 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (2) no pagar las horas extras en violación de la sección 510 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (3) no proporcionar períodos de descanso conformes ni pagar las primas por períodos de descanso omitidos en violación de la sección 226.7 del Código Laboral y la(s) Orden(es) de Salarios de la IWC aplicable(s); (4) no proporcionar períodos de comida conformes ni pagar las primas por períodos de comida omitidos en violación de las secciones 226.7 y 512 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (5) no pagar todos los salarios adeudados al momento de la separación del empleo en violación de las secciones 201-203 del Código Laboral; (6) no proporcionar comprobantes de pago completos y precisos en violación de las secciones 226 y 226.3 del Código Laboral; (7) no reembolsar los gastos comerciales necesarios en violación de las secciones 2800-2804 del Código Laboral; (8) prácticas comerciales engañosas, fraudulentas o de otro modo ilícitas con base en lo anterior en violación de la Ley de Competencia Desleal de California (Código de Negocios y Profesiones, secciones 17200–17210); y (9) todas las reclamaciones por daños liquidados, sanciones, intereses, honorarios y costos con base en lo anterior.
>
> **Reclamaciones PAGA Liberadas**: Todas las reclamaciones conocidas o desconocidas por sanciones civiles, honorarios de abogados y costos, o cualquier otra reparación bajo PAGA derivadas de las reclamaciones del Código Laboral que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en cualquier hecho, reclamación o teoría establecida en el Aviso PAGA presentado contra el Demandado con fecha 14 de septiembre de 2023, que ocurrieron durante el Período PAGA.

Su cheque se enviará a la misma dirección que este Aviso. Si usted cambia de dirección, asegúrese de notificar al Administrador lo antes posible. Si usted no solicita su exclusión, quedará vinculado por la sentencia que se dicte en esta Acción, ya sea favorable o no.

Opción 2 – ***Excluirse del Acuerdo***

Si usted no desea participar en el Acuerdo, puede excluirse completando y presentando el Formulario de Solicitud de Exclusión (que se encuentra en la página 10 de este Aviso) ante el Administrador del Acuerdo, indicando expresa y claramente que ha recibido este Aviso de Acuerdo de Demanda Colectiva, que decidió no participar en el Acuerdo y que desea ser excluido de este. La solicitud escrita de exclusión debe incluir su nombre, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. Firme, feche y envíe el Formulario de Solicitud de Exclusión por correo electrónico o por correo postal de Primera Clase de EE. UU. o equivalente, a la dirección que se indica abajo.

Administrador del Acuerdo
c/o _____
Correo electrónico: _____

El Formulario de Solicitud de Exclusión debe tener matasellos o ser enviado por correo electrónico a más tardar el _____, 2027. Si usted presenta un Formulario de Solicitud de Exclusión que no tenga matasellos o no sea enviado por correo electrónico a más tardar el _____, 2027, su Solicitud de Exclusión será rechazada y usted será incluido en la Clase del Acuerdo. Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la fecha límite indicada arriba, lo que ocurra más tarde, para presentar su Formulario de Solicitud de Exclusión.

Si usted elige la **Opción 2**, dejará de ser Miembro de la Clase, y usted:

- No recibirá un pago del Monto Neto del Acuerdo.
- No liberará las Reclamaciones Colectivas Liberadas.
- Si usted es un Empleado Agraviado, aun así liberará las Reclamaciones PAGA Liberadas, y recibirá un pago del Pago a Empleados Agraviados.

Opción 3 – *Objetar al Acuerdo*

Si usted decide objetar al Acuerdo porque lo considera injusto o irrazonable, puede completar el Formulario de Objeción (que se encuentra en la página 11 de este Aviso) o comparecer en la Audiencia de Aprobación Final. Las objeciones por escrito deben incluir: (1) su nombre completo, firma, dirección y número de teléfono; (2) una declaración escrita de todos los fundamentos de la objeción, junto con cualquier sustento legal para dicha objeción; (3) copias de cualquier escrito, alegato u otro documento en el que se base la objeción; y (4) una declaración sobre si usted tiene la intención de comparecer en la Audiencia de Equidad. La objeción debe enviarse por correo electrónico o por correo postal al administrador a [administrator's email address and mailing address].

Todas las objeciones por escrito deben ser recibidas por el Administrador del Acuerdo a más tardar el _____, 2027. Al presentar una objeción, usted no se está excluyendo del Acuerdo. Para excluirse del Acuerdo, debe seguir las instrucciones descritas anteriormente. Tenga en cuenta que no puede objetar al Acuerdo y excluirse al mismo tiempo. Debe elegir una sola opción. Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la fecha límite indicada arriba, lo que ocurra más tarde, para presentar su objeción por escrito.

También puede, si lo desea, comparecer en la Audiencia de Equidad Final programada para el _____ a las _____ a.m./p.m. en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, CA 92701, y discutir su objeción con el Tribunal y las Partes por su propia cuenta. También puede contratar a un abogado para que lo represente en la audiencia.

Si usted elige la **Opción 3**, de todos modos tendrá derecho al dinero del Acuerdo. Si el Tribunal desestima su objeción, se considerará que usted ha liberado las Reclamaciones Colectivas Liberadas y las Reclamaciones PAGA Liberadas.

Información Adicional

Este Aviso Aprobado por el Tribunal de Demanda Colectiva y Acuerdo PAGA es solo un resumen del caso y del Acuerdo. Para una descripción más detallada de los asuntos relacionados con el caso y el Acuerdo, puede consultar los escritos, el Acuerdo y demás documentos presentados en el caso.

Para conocer los términos y condiciones completos del Acuerdo, consulte la Estipulación Conjunta detallada de Demanda Colectiva y Acuerdo PAGA y Liberación, que se adjunta como Anexo 1 a la Declaración de Maralle Messrelian en apoyo de la Moción de Aprobación Preliminar del Acuerdo de Demanda Colectiva presentada el [date of filing]. Los documentos del Acuerdo y demás escritos y documentos presentados ante el Tribunal pueden consultarse electrónicamente en el sitio web del Administrador del Acuerdo en [insert website name]. También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto indicada abajo, o consultar el sitio web del Tribunal Superior del Condado de Orange en https://www.occourts.org/online-services/case-access, ingresando el Número de Caso de la Demanda: 30-2024-01371907-CU-OE-CXC. También puede programar una cita para revisar personalmente los documentos judiciales en el juzgado, en el Civil Complex Center, llamando al (657) 622-6878. NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Todas las demás consultas de los Miembros de la Clase sobre este Aviso de Clase y/o el Acuerdo pueden dirigirse al Administrador del Acuerdo, Phoenix Settlement Administrators, sin costo al 1-***-***-****.

Además, la información de contacto del Abogado de la Clase es la siguiente:

Abogado de la Clase y del Demandante

Maralle Messrelian
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, California 91203
Teléfono: (818) 810-7747
Correo electrónico:
maralle@mmlawapc.com

Si usted pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que usted solicite un reemplazo antes de la fecha de vencimiento indicada en el anverso del cheque original. Si su cheque ya está vencido, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA CONSULTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN.

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin costo al 1-*-***-****

FORMULARIO DE DISPUTA DE SEMANAS LABORALES Y CAMBIO DE DIRECCIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

NO tiene que enviar por correo este Formulario de Asignación para obtener su Pago Individual del Acuerdo

Por favor, complete, firme, feche y devuelva este formulario a <<ADMINISTRATOR CONTACT INFO>> **ÚNICAMENTE SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de los puntos indicados en la Sección (III), abajo. Es su responsabilidad mantener una dirección actualizada en el archivo del Administrador del Acuerdo.

(I) Por favor escriba a máquina o en letra de molde su nombre:

_____

(Primero, Segundo, Apellido)

(II) Por favor escriba a máquina o en letra de molde la siguiente información de identificación si su información de contacto ha cambiado:

_____

Nombres anteriores (si aplica)

_____

Nueva dirección

_____

Ciudad Estado Código Postal

(III) Información utilizada para calcular su Pago Individual del Acuerdo y el Pago a Empleados Agraviados:

Según los registros de Villa Park Landscape (el "Demandado"):

Usted estuvo empleado por el Demandado y trabajó un total de __ semanas laborales durante el período comprendido entre el 10 de enero de 2020 y el 10 de septiembre de 2025.

Usted estuvo empleado por el Demandado y trabajó un total de __ períodos de pago durante el período comprendido entre el 14 de septiembre de 2022 y el 10 de septiembre de 2025.

Con base en lo anterior, su Pago Individual del Acuerdo se estima en $_____ y su Pago Individual PAGA se estima en $_____.

(IV) Si usted no está de Acuerdo con los puntos de la Sección (III) anterior, explique por qué en el espacio provisto abajo e incluya copias de toda la evidencia o documentación de respaldo con este formulario:

_____
_____
_____
_____
_____

Si usted disputa la información anterior de los registros del Demandado, los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación que demuestre que los registros de Villa Park Landscape son incorrectos. Si existe una disputa sobre si la información del Demandado o la suya es precisa, y la disputa no puede resolverse de manera informal, esta será resuelta por las Partes y el Administrador del Acuerdo según se describe en el "Aviso Aprobado por el Tribunal de Demanda Colectiva y Acuerdo PAGA" que acompaña a este Formulario. Si bien el Administrador del Acuerdo y las partes intentarán resolver dichas disputas, en última instancia el tribunal decidirá cualquier disputa no resuelta.

TODA DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE RESPALDO, DEBE SER ENVIADA POR CORREO ELECTRÓNICO O POR CORREO POSTAL CON MATASELLOS AL ADMINISTRADOR DEL ACUERDO A MÁS TARDAR EL _____, 2027 <<RESPONSE DEADLINE>>

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

PRESENTE ESTE FORMULARIO ÚNICAMENTE SI DESEA SER EXCLUIDO DE PARTICIPAR EN EL ACUERDO DE LA DEMANDA COLECTIVA

Al firmar y devolver este formulario, declaro que es mi deseo excluirme de participar en el Acuerdo de la Demanda Colectiva titulada ***Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape***, Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange, y que recibí el aviso del Acuerdo. Entiendo que, al excluirme, recibiré un Pago a Empleados Agraviados si trabajé durante el Período PAGA, pero no recibiré ningún otro dinero del Acuerdo alcanzado en este asunto.

Tenga en cuenta: Cualquier persona que presente este formulario no recibirá un Pago Individual del Acuerdo.

Nombre (en letra de molde):_____
(Primero) (Segundo) (Apellido)

Dirección:_____
(Calle)

_____
(Ciudad) (Estado) (Código Postal)

Últimos 4 dígitos del número de Seguro Social: _____ Número de teléfono: _____

Fecha: _____ Firma: _____

PARA SER VÁLIDO, ESTE FORMULARIO DEBE SER ENVIADO POR CORREO ELECTRÓNICO O POR CORREO POSTAL CON MATASELLOS AL ADMINISTRADOR DEL ACUERDO A MÁS TARDAR EL _____, 2027 <<RESPONSE DEADLINE>> A:

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Nombre del Administrador
c/o_____
_____
_____
Correo electrónico:_____

FORMULARIO DE OBJECIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

COMPLETE ESTE FORMULARIO ÚNICAMENTE SI DESEA OBJETAR AL ACUERDO DE LA DEMANDA COLECTIVA

No es necesario que usted comparezca en el Tribunal para objetar al Acuerdo. Si desea presentar una objeción por escrito al Acuerdo de la Demanda Colectiva titulada ***Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape,*** debe completar todos los pasos indicados en los puntos 1 a 5 a continuación. Si tiene previsto comparecer en el Tribunal, marque con un círculo "sí" en la Sección 3 abajo. Usted puede comparecer en el Tribunal para presentar una objeción en la Audiencia de Aprobación Final, presente o no este Formulario.

1. Proporcione la siguiente información:

Su nombre (en letra de molde):_____
(Primero) (Segundo) (Apellido)

Su dirección:_____

Últimos 4 dígitos de su número de Seguro Social: _____

2. Describa las razones de su objeción al Acuerdo (adjunte documentos adicionales si necesita más espacio):

_____

_____

3. ¿Tiene intención de comparecer en el Tribunal en la Audiencia de Equidad Final, actualmente programada para el [ADD DATE AND TIME].

Marque una opción con un círculo: Sí No

No es necesario que contrate a un abogado para objetar. Sin embargo, si está representado por un abogado, indique el nombre de su abogado y su número de teléfono_____

4. Feche y firme este formulario abajo:

Fecha: _____ Firma: _____

5. COMPLETE Y ENVÍE POR CORREO ELECTRÓNICO O POR CORREO POSTAL ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN INDICADA A MÁS TARDAR EL _____, 2027. <<RESPONSE DEADLINE>>

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Nombre del Administrador
c/o_____

_____

Correo electrónico:_____

EXHIBIT 2

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!

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.

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

To: All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the Class Period of January 10, 2020 to September 10, 2025 ("Class Members").

All current and former non-exempt, hourly paid employees who worked for Defendant Villa Park Landscape in California at any time during the PAGA Period of September 14, 2022 to September 10, 2025 ("Aggrieved Employees").

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 deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Amount and, if you are also an Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period. The judgment in this Action, whether favorable or not, will be binding on all Class Members who do not request exclusion.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by completing the Request for Exclusion Form (found on page 9 of this Notice) and emailing or mailing it to the Settlement Administrator. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement.

You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701.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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Settlement Payment and Aggrieved Employee Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on page 3 of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by _____. _____

Summary of the Litigation

Plaintiff Jose Alarcon aka Porfirio Cruz, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Villa Park Landscape violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employes for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 12, 2024, the parties participated in a mediation with Steve Pearl, Esq., an experienced and well-respected mediator. A settlement was not reached at the initial mediation session. However, settlement discussions continued through the mediator in the following months, and on October 28, 2025, the parties executed a Memorandum of Understanding based on mutually agreeing to a mediator's proposal.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $1,200,000.00. The Defendant will pay the $1.2 million settlement in three equal installments of $400,000 each. Class Members can expect to receive their settlement payments approximately 6 months after the final approval hearing.

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

A. Up to $400,000.00 (33.33 % or one third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $13,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class, and for a release of all claims arising out of his employment with Defendant;

C. Up to $15,000.00 to the Administrator for services administering the Settlement.

D. A $100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a $75,000.00 payment (75%) to the California Labor and Workforce Development Agency ("LWDA PAGA Payment") in connection with the PAGA, and a $25,000.00 payment (25%) ("Aggrieved Employee Payment") to all Aggrieved Employees based on their PAGA Period Pay Periods.

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

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from January 10, 2020 to September 10, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. **Accordingly, your estimated payment from the Net Settlement Amount is approximately $_____.**

Payments from the Aggrieved Employee Payment. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from September 14, 2022 to September 10, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated "Individual Settlement Payment" from the Aggrieved Employee Payment, the Settlement Administrator will use the following formula: The Aggrieved Employee Payment will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The Aggrieved Employee Payment portion of each Aggrieved Employee's "Individual Settlement Payment" will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the Aggrieved Employee Payment even if he/she/they submit a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. **Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately $_____.**

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately $_____. If you believe the Workweek or Pay Period information provided above is incorrect, complete the Workweek Dispute and Change of Address Form (found on page 7 of this Notice) and send it to the Settlement Administrator. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Email: _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.
If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the Response Deadline stated above, whichever is later, to submit your dispute.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*
If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a Aggrieved Employee, the Released PAGA Claims:

> **Released Class Claims**: All claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages in violation of Labor Code sections 510, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay all wages due at separation of employment in violation of Labor Code sections 201-203; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2800-2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
>
> **Released PAGA Claims**: All known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims that were alleged, or reasonably could have been alleged based on any

facts, claims, or theories set forth in the PAGA Notice against Defendant dated September 14, 2023, which occurred during the PAGA Period.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. If you do not request exclusion, you will be bound by the judgment entered in this Action, whether favorable or not.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by completing and submitting the Request for Exclusion Form (found on page 9 of this Notice) to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the Request for Exclusion Form by email or First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____
Email: _____

The Request for Exclusion Form must be postmarked or emailed not later than _____, ~~2026~~2027. If you submit a Request for Exclusion Form which is not postmarked or emailed by _____, ~~2026~~2027, your Request for Exclusion will be rejected, and you will be included in the settlement class. If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the deadline stated above, whichever is later, to submit your Request for Exclusion Form.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims, and will receive a payment from the Aggrieved Employee Payment.

Option 3 – *Object to the Settlement*

If you decide to object to the settlement because you find it unfair or unreasonable, you may complete the Objection Form (found on page 10 of this Notice) or appear at the Final Approval Hearing. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be emailed or mailed to the administrator at [administrator's email address and mailing address].

All written objections must be received by the Settlement Administrator by not later than _____, ~~2026~~2027. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. If you received this Notice by re-mailing, you will have until thirty (30) calendar days from the date of re-mailing or the deadline stated above, whichever is later, to submit your written objection.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Court Approved Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release which is attached as Exhibit 1 to the Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to https://www.occourts.org/online-services/case-access, and entering the Case Number for the Action: 30-2024-01371907-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, Phoenix Settlement Administrators , toll free at 1-***-***-****.

In addition, contact information for Class Counsel is as follows:

Counsel for the Class and Plaintiff

Maralle Messrelian
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, California 91203
Telephone: (818) 810-7747
Email: maralle@mmlawapc.com

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-****

WORKWEEK DISPUTE AND CHANGE OF ADDRESS FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____

Former Names (if any)

_____

New Street Address

_____

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Villa Park Landscape's records ("Defendant"):

You were employed by Defendant and worked a total of ___ workweeks during the time period between January 10, 2020 and September 10, 2025.

You were employed by Defendant and worked a total of ___ pay periods during the time period September 14, 2022 and September 10, 2025.

Based on the above, your Individual Settlement Payment is estimated to be $_____ and Individual PAGA Payment is estimated to be $_____.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

_____

_____

_____

_____

_____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Villa Park Landscape's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Court Approved Notice of Class Action and PAGA Settlement" that accompanies this Form. While the Settlement Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide any unresolved disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE EMAILED OR MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN _____, ~~2026~~2027 <<RESPONSE DEADLINE>>

REQUEST FOR EXCLUSION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape***, Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print):_____
(First) (Middle) (Last)

Address:_____
(Street)

_____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE EMAILED OR MAILED AND POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2026 7 <<RESPONSE DEADLINE>> AT:

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Administrator Name
c/o _____
_____
_____
Email:_____

OBJECTION FORM

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape

Orange County Superior Court Case No. 30-2024-01371907-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled ***Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape,*** you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this Form.

1. Provide the following information:

Your Name (Please Print):_____
(First) (Middle) (Last)

Your Address:_____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

_____

_____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number_____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND E-MAIL OR MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS NO LATER THAN _____, ~~2026~~2027. <<RESPONSE DEADLINE>>

Jose Alarcon aka Porfirio Cruz v. Villa Park Landscape
Administrator
Name c/o _____
_____
_____

Email:_____

EXHIBIT 3

AVISO APROBADO POR EL TRIBUNAL DE DEMANDA COLECTIVA Y ACUERDO PAGA

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!

Sus derechos legales se ven afectados ya sea que actúe o no actúe. Lea este Aviso cuidadosamente. Se considerará que usted lo ha leído cuidadosamente y lo ha entendido.

No es correo basura, publicidad no deseada, un anuncio publicitario ni una solicitud de un abogado. Usted no está siendo Demandado.

Para: Todos los empleados actuales y anteriores no exentos, remunerados por hora, que trabajaron para el Demandado Villa Park Landscape en California en algún momento durante el Período de la Clase del 10 de enero de 2020 al 10 de septiembre de 2025 (los "Miembros de la Clase").

Todos los empleados actuales y anteriores no exentos, remunerados por hora, que trabajaron para el Demandado Villa Park Landscape en California en algún momento durante el Período PAGA del 14 de septiembre de 2022 al 10 de septiembre de 2025 (los "Empleados Agraviados").

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo	Si usted no hace nada, se le considerará un "Miembro de la Clase Participante", y será elegible para un pago del Monto Neto del Acuerdo y, si también es un Empleado Agraviado, del Pago a Empleados Agraviados. A cambio, usted quedará vinculado por los términos del Acuerdo propuesto y renunciará a su derecho a interponer reclamaciones de salarios y horas contra el Demandado con base en los mismos hechos alegados en la Demanda durante el Período de la Clase. La sentencia que se dicte en esta Acción, ya sea favorable o no, será vinculante para todos los Miembros de la Clase que no soliciten su exclusión.
Puede Excluirse del Acuerdo de la Clase pero no del Acuerdo PAGA **La Fecha Límite para Excluirse es el [DATE]**	Si usted no desea participar en el Acuerdo colectivo propuesto, puede excluirse completando el Formulario de Solicitud de Exclusión (que se encuentra en la página ~~9~~10 de este Aviso) y enviándolo por correo electrónico o postal al Administrador del Acuerdo. Una vez excluido, ya no será elegible para un pago del Monto Neto del Acuerdo y no quedará vinculado por los términos del Acuerdo colectivo propuesto. Usted no puede excluirse de la parte PAGA del Acuerdo propuesto. Los Empleados Agraviados siguen siendo elegibles para recibir un pago del Pago a Empleados Agraviados y deben renunciar a su derecho a interponer reclamaciones de sanciones bajo PAGA contra el Demandado con base en los hechos alegados en la Demanda durante el Período PAGA.
Los Miembros de la Clase Participantes Pueden Objetar al Acuerdo de la Clase **Las Objeciones por Escrito Deben Presentarse a Más Tardar el DATE]**	Todos los Miembros de la Clase que no se excluyan (los "Miembros de la Clase Participantes") pueden objetar a cualquier aspecto del Acuerdo colectivo propuesto.

Puede Participar en la Audiencia de Aprobación Final del [DATE]	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el [DATE] en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, CA 92701. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre y a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de la Clase Participantes pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Si el Tribunal otorga la aprobación final del Acuerdo a pesar de su objeción, usted recibirá un pago del Monto Neto del Acuerdo y quedará vinculado por los términos del Acuerdo y la Liberación.
Puede Impugnar el Cálculo de sus Semanas Laborales/Períodos de Pago **Las Impugnaciones por Escrito Deben Presentarse a Más Tardar el** **_____**	El monto de su Pago Individual del Acuerdo y del Pago a Empleados Agraviados (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de la Clase y de cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago del Período PAGA que usted trabajó, según los registros del Demandado, se indican en la página 3 de este Aviso. Si no está de Acuerdo con alguno de estos números, o no está de Acuerdo con el monto de cualquier pago previo recibido (si corresponde), debe impugnarlo antes del _____

Resumen del Litigio

El Demandante Jose Alarcon, también conocido como Porfirio Cruz, en su nombre y en nombre de otros empleados actuales y anteriores no exentos, alega que el Demandado Villa Park Landscape violó las leyes laborales del Estado de California como resultado de su presunto incumplimiento de, entre otras cosas: (1) pagar el salario mínimo y las horas extras a los empleados por todas las horas trabajadas; (2) proporcionar a los empleados períodos de comida y descanso; (3) pagar oportunamente todos los salarios adeudados a los empleados durante cada período de pago y al término de su empleo; (4) reembolsar a los empleados los gastos comerciales necesarios; y (5) proporcionar a los empleados comprobantes de pago detallados y precisos.

Después del intercambio de información y evidencia relevante, las partes acordaron entablar negociaciones de Acuerdo en un intento de resolver informalmente las reclamaciones del caso. El 12 de septiembre de 2024, las partes participaron en una mediación con Steve Pearl, Esq., un mediador experimentado y muy respetado. No se llegó a un Acuerdo en la sesión de mediación inicial. Sin embargo, las conversaciones de Acuerdo continuaron a través del mediador en los meses siguientes, y el 28 de octubre de 2025, las partes suscribieron un Memorando de Entendimiento basado en la aceptación mutua de una propuesta del mediador.

El abogado del Demandante, y los abogados designados por el Tribunal para representar a la Clase, Maralle Messrelian, Esq. de MM Law, APC (el "Abogado de la Clase"), han investigado los hechos y las circunstancias relacionadas con los asuntos planteados en el caso y el derecho aplicable. Si bien el Abogado de la Clase considera que las reclamaciones alegadas en esta Demanda tienen fundamento, también reconoce que el riesgo y el costo de continuar el litigio justifican el Acuerdo. Con base en lo anterior, el Abogado de la Clase considera que el Acuerdo propuesto es justo, adecuado, razonable y beneficia los intereses de los Miembros de la Clase.

El Demandado ha negado, y continúa negando, las alegaciones fácticas y legales del caso, y considera que cuenta con defensas válidas frente a las reclamaciones del Demandante. Al aceptar transigir, el Demandado no admite responsabilidad respecto de ninguna de las alegaciones fácticas o reclamaciones del caso, ni que el caso pueda o deba

proceder como Demanda colectiva. El Demandado ha acordado transigir el caso como parte de un Acuerdo con el Demandante.

Resumen de los Términos Propuestos del Acuerdo

El Demandante y el Demandado han acordado transigir las reclamaciones colectivas subyacentes a cambio de un Monto Bruto del Acuerdo de $1,200,000.00. El Demandado pagará el Acuerdo de $1.2 millones en tres pagos iguales de $400,000 cada uno. Se espera que los Miembros de la Clase reciban sus pagos del Acuerdo aproximadamente 6 meses después de la audiencia de aprobación final.

Deducciones Aprobadas por el Tribunal del Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, el Demandante y/o el Abogado de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Monto Bruto del Acuerdo, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Final:

A. Hasta $400,000.00 (33.33 % o un tercio del Monto Bruto del Acuerdo) al Abogado de la Clase por honorarios de abogados y hasta $13,000.00 por sus gastos de litigio. A la fecha, el Abogado de la Clase ha trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.

B. Hasta $10,000.00 al Demandante como Pago por Servicios de Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase, y a cambio de una liberación de todas las reclamaciones derivadas de

C. Hasta $15,000.00 al Administrador por los servicios de administración del Acuerdo.

D. Un Acuerdo de $100,000 por reclamaciones bajo la Ley de Procuradores Generales Privados del Código Laboral de 2004 ("PAGA"), que incluye un pago de $75,000.00 (75%) a la Agencia de Desarrollo de la Fuerza Laboral y Relaciones Laborales de California ("Pago PAGA a la LWDA") en relación con PAGA, y un pago de $25,000.00 (25%) (el "Pago a Empleados Agraviados") a todos los Empleados Agraviados en función de sus Períodos de Pago del Período PAGA.

Los Miembros de la Clase Participantes tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

Pagos del Monto Neto del Acuerdo. El Demandado calculará el número total de Semanas Laborales trabajadas por cada Miembro de la Clase desde el 10 de enero de 2020 hasta el 10 de septiembre de 2025 (el "Período de la Clase") y el número total agregado de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Clase. Para determinar la parte estimada de cada Miembro de la Clase del Monto Neto del Acuerdo, el Administrador del Acuerdo utilizará la siguiente fórmula: el Monto Neto del Acuerdo se dividirá entre el número total agregado de Semanas Laborales durante el Período de la Clase, resultando en el "Valor de la Semana Laboral." La parte de cada Miembro de la Clase del Monto Neto del Acuerdo se calculará multiplicando el número total de Semanas Laborales de cada Miembro de la Clase individual por el Valor de la Semana Laboral. El Pago Individual del Acuerdo se reducirá por las deducciones requeridas para cada Miembro de la Clase según se establece específicamente en el presente, incluidas las retenciones fiscales o deducciones a cargo del empleado. Si existen Solicitudes de Exclusión válidas y oportunas, el Administrador del Acuerdo incrementará proporcionalmente la parte de cada Miembro de la Clase Participante del Monto Neto del Acuerdo según el número de Semanas Laborales trabajadas, de modo que el monto efectivamente distribuido a la Clase del Acuerdo equivalga al 100% del Monto Neto del Acuerdo.

Según los registros del Demandado, usted trabajó durante el Período de la Clase en un puesto no exento por un total de ____ Semanas Laborales. **Por lo tanto, su pago estimado del Monto Neto del Acuerdo es de aproximadamente $_____.**

Pagos del Pago a Empleados Agraviados. El Demandado calculará el número total de Períodos de Pago trabajados por cada Empleado Agraviado desde el 14 de septiembre de 2022 hasta el 10 de septiembre de 2025 (el "Período PAGA") y el número total agregado de Períodos de Pago trabajados por todos los Empleados Agraviados durante el Período PAGA. Para determinar el "Pago Individual del Acuerdo" estimado de cada Empleado Agraviado a partir del Pago a Empleados Agraviados, el Administrador del Acuerdo utilizará la siguiente fórmula: el Pago a Empleados Agraviados se dividirá entre el número total agregado de Períodos de Pago PAGA durante el Período PAGA, resultando en el "Valor del Período de Pago PAGA." La porción del Pago a Empleados Agraviados del "Pago Individual del Acuerdo" de cada Empleado Agraviado se calculará multiplicando el número total de Períodos de Pago PAGA de cada Empleado Agraviado individual por el Valor del Período de Pago PAGA. Una Solicitud de Exclusión no excluye a un Empleado Agraviado de la liberación de reclamaciones bajo las secciones 2698 y siguientes del Código Laboral de California, *y siguientes* y el Empleado Agraviado recibirá su parte del Pago a Empleados Agraviados incluso si presenta una Solicitud de Exclusión válida.

> Según los registros del Demandado, usted trabajó durante el Período PAGA en un puesto no exento por un total de _____ Períodos de Pago. **Por lo tanto, su pago estimado del Pago a Empleados Agraviados es de aproximadamente $_____.**

Su Pago Estimado: Con base en lo anterior, su pago estimado del Acuerdo es de aproximadamente $_____. Si usted considera que la información sobre Semanas Laborales o Períodos de Pago proporcionada arriba es incorrecta, complete el Formulario de Disputa de Semanas Laborales y Cambio de Dirección (que se encuentra en la página ~~7~~8 de este Aviso) y envíelo al Administrador del Acuerdo. Debe adjuntar toda la documentación que respalde su disputa (como talones de cheque, formularios W-2 o cartas de Recursos Humanos). Todas las disputas deben tener matasellos o ser enviadas por correo electrónico a más tardar el [insert date of Response Deadline] y deben enviarse a:

Administrador del Acuerdo
c/o _____
Correo electrónico: _____

Si usted disputa la información indicada arriba, los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación que demuestre lo contrario.
Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la Fecha Límite de Respuesta indicada arriba, lo que ocurra más tarde, para presentar su disputa.

Impuestos sobre los Pagos del Acuerdo. Se distribuirán los Formularios W-2 y 1099 del IRS a los Miembros de la Clase participantes y a las autoridades fiscales correspondientes, reflejando los pagos que reciban bajo el Acuerdo. Los Miembros de la Clase deben consultar a sus asesores fiscales respecto de las consecuencias tributarias de los pagos que reciban bajo el Acuerdo. Para efectos de este Acuerdo, el 20% de cada pago del Acuerdo se asignará como salario, por el cual se emitirán Formularios W-2 del IRS, y el 80% se asignará como no salario, por el cual se emitirán Formularios 1099-MISC del IRS. Los pagos emitidos a los Empleados Agraviados del Pago a Empleados Agraviados se tratarán como no salario, por lo que se emitirán Formularios 1099-MISC del IRS.

Sus Opciones Bajo el Acuerdo

Opción 1 – *Recibir Automáticamente un Pago del Acuerdo*
Si desea recibir su pago del Acuerdo, no se requiere ninguna acción adicional de su parte. Usted recibirá automáticamente su pago del Administrador del Acuerdo si y cuando el Acuerdo reciba la aprobación final del Tribunal.

Si usted elige la **Opción 1**, y si el Tribunal otorga la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte de los fondos del Acuerdo. Además, se considerará que usted ha liberado o renunciado a las Reclamaciones Colectivas Liberadas, y si usted también es un Empleado Agraviado, a las Reclamaciones PAGA Liberadas:

> **Reclamaciones Colectivas Liberadas**: Todas las reclamaciones que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en los hechos indicados en la Demanda Operativa que surgieron durante el Período de la Clase, incluidas las reclamaciones por: (1) no pagar el salario mínimo en violación de las secciones 1197 y 1198 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (2) no pagar las horas extras en violación de la sección 510 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (3) no proporcionar períodos de descanso conformes ni pagar las primas por períodos de descanso omitidos en violación de la sección 226.7 del Código Laboral y la(s) Orden(es) de Salarios de la IWC aplicable(s); (4) no proporcionar períodos de comida conformes ni pagar las primas por períodos de comida omitidos en violación de las secciones 226.7 y 512 del Código Laboral, y la(s) Orden(es) de Salarios de la IWC aplicable(s); (5) no pagar todos los salarios adeudados al momento de la separación del empleo en violación de las secciones 201-203 del Código Laboral; (6) no proporcionar comprobantes de pago completos y precisos en violación de las secciones 226 y 226.3 del Código Laboral; (7) no reembolsar los gastos comerciales necesarios en violación de las secciones 2800-2804 del Código Laboral; (8) prácticas comerciales engañosas, fraudulentas o de otro modo ilícitas con base en lo anterior en violación de la Ley de Competencia Desleal de California (Código de Negocios y Profesiones, secciones 17200–17210); y (9) todas las reclamaciones por daños liquidados, sanciones, intereses, honorarios y costos con base en lo anterior.
>
> **Reclamaciones PAGA Liberadas**: Todas las reclamaciones conocidas o desconocidas por sanciones civiles, honorarios de abogados y costos, o cualquier otra reparación bajo PAGA derivadas de las reclamaciones del Código Laboral que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en cualquier hecho, reclamación o teoría establecida en el Aviso PAGA presentado contra el Demandado con fecha 14 de septiembre de 2023, que ocurrieron durante el Período PAGA.

Su cheque se enviará a la misma dirección que este Aviso. Si usted cambia de dirección, asegúrese de notificar al Administrador lo antes posible. Si usted no solicita su exclusión, quedará vinculado por la sentencia que se dicte en esta Acción, ya sea favorable o no.

Opción 2 – *Excluirse del Acuerdo*

Si usted no desea participar en el Acuerdo, puede excluirse completando y presentando el Formulario de Solicitud de Exclusión (que se encuentra en la página ~~9~~10 de este Aviso) ante el Administrador del Acuerdo, indicando expresa y claramente que ha recibido este Aviso de Acuerdo de Demanda Colectiva, que decidió no participar en el Acuerdo y que desea ser excluido de este. La solicitud escrita de exclusión debe incluir su nombre, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. Firme, feche y envíe el Formulario de Solicitud de Exclusión por correo electrónico o por correo postal de Primera Clase de EE. UU. o equivalente, a la dirección que se indica abajo.

Administrador del Acuerdo
c/o _____
Correo electrónico: _____

El Formulario de Solicitud de Exclusión debe tener matasellos o ser enviado por correo electrónico a más tardar el _____, ~~2026~~2027. Si usted presenta un Formulario de Solicitud de Exclusión que no tenga matasellos o no sea enviado por correo electrónico a más tardar el _____, ~~2026~~2027, su Solicitud de Exclusión será rechazada y usted será incluido en la Clase del Acuerdo. Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la fecha límite indicada arriba, lo que ocurra más tarde, para presentar su Formulario de Solicitud de Exclusión.

Si usted elige la **Opción 2**, dejará de ser Miembro de la Clase, y usted:

- No recibirá un pago del Monto Neto del Acuerdo.
- No liberará las Reclamaciones Colectivas Liberadas.
- Si usted es un Empleado Agraviado, aun así liberará las Reclamaciones PAGA Liberadas, y recibirá un pago del Pago a Empleados Agraviados.

Opción 3 – *Objetar al Acuerdo*

Si usted decide objetar al Acuerdo porque lo considera injusto o irrazonable, puede completar el Formulario de Objeción (que se encuentra en la página ~~10~~11 de este Aviso) o comparecer en la Audiencia de Aprobación Final. Las objeciones por escrito deben incluir: (1) su nombre completo, firma, dirección y número de teléfono; (2) una declaración escrita de todos los fundamentos de la objeción, junto con cualquier sustento legal para dicha objeción; (3) copias de cualquier escrito, alegato u otro documento en el que se base la objeción; y (4) una declaración sobre si usted tiene la intención de comparecer en la Audiencia de Equidad. La objeción debe enviarse por correo electrónico o por correo postal al administrador a [administrator's email address and mailing address].

Todas las objeciones por escrito deben ser recibidas por el Administrador del Acuerdo a más tardar el _____, ~~2026~~2027. Al presentar una objeción, usted no se está excluyendo del Acuerdo. Para excluirse del Acuerdo, debe seguir las instrucciones descritas anteriormente. Tenga en cuenta que no puede objetar al Acuerdo y excluirse al mismo tiempo. Debe elegir una sola opción. Si usted recibió este Aviso mediante un reenvío por correo, tendrá hasta treinta (30) días calendario a partir de la fecha del reenvío o hasta la fecha límite indicada arriba, lo que ocurra más tarde, para presentar su objeción por escrito.

También puede, si lo desea, comparecer en la Audiencia de Equidad Final programada para el _____ a las _____ a.m./p.m. en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, CA 92701, y discutir su objeción con el Tribunal y las Partes por su propia cuenta. También puede contratar a un abogado para que lo represente en la audiencia.

Si usted elige la **Opción 3**, de todos modos tendrá derecho al dinero del Acuerdo. Si el Tribunal desestima su objeción, se considerará que usted ha liberado las Reclamaciones Colectivas Liberadas y las Reclamaciones PAGA Liberadas.

Información Adicional

Este Aviso Aprobado por el Tribunal de Demanda Colectiva y Acuerdo PAGA es solo un resumen del caso y del Acuerdo. Para una descripción más detallada de los asuntos relacionados con el caso y el Acuerdo, puede consultar los escritos, el Acuerdo y demás documentos presentados en el caso.

Para conocer los términos y condiciones completos del Acuerdo, consulte la Estipulación Conjunta detallada de Demanda Colectiva y Acuerdo PAGA y Liberación, que se adjunta como Anexo 1 a la Declaración de Maralle Messrelian en apoyo de la Moción de Aprobación Preliminar del Acuerdo de Demanda Colectiva presentada el [date of filing]. Los documentos del Acuerdo y demás escritos y documentos presentados ante el Tribunal pueden consultarse electrónicamente en el sitio web del Administrador del Acuerdo en [insert website name]. También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto indicada abajo, o consultar el sitio web del Tribunal Superior del Condado de Orange en https://www.occourts.org/online-services/case-access, ingresando el Número de Caso de la Demanda: 30-2024-01371907-CU-OE-CXC. También puede programar una cita para revisar personalmente los documentos judiciales en el juzgado, en el Civil Complex Center, llamando al (657) 622-6878. NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Todas las demás consultas de los Miembros de la Clase sobre este Aviso de Clase y/o el Acuerdo pueden dirigirse al Administrador del Acuerdo, Phoenix Settlement Administrators, sin costo al 1-***-***-****.

Además, la información de contacto del Abogado de la Clase es la siguiente:

Abogado de la Clase y del Demandante

Maralle Messrelian
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, California 91203
Teléfono: (818) 810-7747
Correo electrónico:
maralle@mmlawapc.com

Si usted pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que usted solicite un reemplazo antes de la fecha de vencimiento indicada en el anverso del cheque original. Si su cheque ya está vencido, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA CONSULTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN.

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin costo al 1-*-***-****

FORMULARIO DE DISPUTA DE SEMANAS LABORALES Y CAMBIO DE DIRECCIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

NO tiene que enviar por correo este Formulario de Asignación para obtener su Pago Individual del Acuerdo

Por favor, complete, firme, feche y devuelva este formulario a <<ADMINISTRATOR CONTACT INFO>> **ÚNICAMENTE SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de los puntos indicados en la Sección (III), abajo. Es su responsabilidad mantener una dirección actualizada en el archivo del Administrador del Acuerdo.

(I) Por favor escriba a máquina o en letra de molde su nombre:

_____

(Primero, Segundo, Apellido)

(II) Por favor escriba a máquina o en letra de molde la siguiente información de identificación si su información de contacto ha cambiado:

_____

Nombres anteriores (si aplica)

_____

Nueva dirección

_____

Ciudad Estado Código Postal

(III) Información utilizada para calcular su Pago Individual del Acuerdo y el Pago a Empleados Agraviados:

Según los registros de Villa Park Landscape (el "Demandado"):

Usted estuvo empleado por el Demandado y trabajó un total de __ semanas laborales durante el período comprendido entre el 10 de enero de 2020 y el 10 de septiembre de 2025.

Usted estuvo empleado por el Demandado y trabajó un total de __ períodos de pago durante el período comprendido entre el 14 de septiembre de 2022 y el 10 de septiembre de 2025.

Con base en lo anterior, su Pago Individual del Acuerdo se estima en $_____ y su Pago Individual PAGA se estima en $_____.

(IV) Si usted no está de Acuerdo con los puntos de la Sección (III) anterior, explique por qué en el espacio provisto abajo e incluya copias de toda la evidencia o documentación de respaldo con este formulario:

_____
_____
_____
_____
_____

Si usted disputa la información anterior de los registros del Demandado, los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación que demuestre que los registros de Villa Park Landscape son incorrectos. Si existe una disputa sobre si la información del Demandado o la suya es precisa, y la disputa no puede resolverse de manera informal, esta será resuelta por las Partes y el Administrador del Acuerdo según se describe en el "Aviso Aprobado por el Tribunal de Demanda Colectiva y Acuerdo PAGA" que acompaña a este Formulario. Si bien el Administrador del Acuerdo y las partes intentarán resolver dichas disputas, en última instancia el tribunal decidirá cualquier disputa no resuelta.

TODA DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE RESPALDO, DEBE SER ENVIADA POR CORREO ELECTRÓNICO O POR CORREO POSTAL CON MATASELLOS AL ADMINISTRADOR DEL ACUERDO A MÁS TARDAR EL _____, ~~2026~~2027 <<RESPONSE DEADLINE>>

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

PRESENTE ESTE FORMULARIO ÚNICAMENTE SI DESEA SER EXCLUIDO DE PARTICIPAR EN EL ACUERDO DE LA DEMANDA COLECTIVA

Al firmar y devolver este formulario, declaro que es mi deseo excluirme de participar en el Acuerdo de la Demanda Colectiva titulada ***Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape***, Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange, y que recibí el aviso del Acuerdo. Entiendo que, al excluirme, recibiré un Pago a Empleados Agraviados si trabajé durante el Período PAGA, pero no recibiré ningún otro dinero del Acuerdo alcanzado en este asunto.

Tenga en cuenta: Cualquier persona que presente este formulario no recibirá un Pago Individual del Acuerdo.

Nombre (en letra de molde):_____
(Primero) (Segundo) (Apellido)

Dirección:_____
(Calle)

_____
(Ciudad) (Estado) (Código Postal)

Últimos 4 dígitos del número de Seguro Social: _____ Número de teléfono: _____

Fecha: _____ Firma: _____

PARA SER VÁLIDO, ESTE FORMULARIO DEBE SER ENVIADO POR CORREO ELECTRÓNICO O POR CORREO POSTAL CON MATASELLOS AL ADMINISTRADOR DEL ACUERDO A MÁS TARDAR EL _____, ~~2026~~2027 <<RESPONSE DEADLINE>> A:

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape
Nombre del Administrador
c/o_____
_____
_____
Correo electrónico:_____

FORMULARIO DE OBJECIÓN

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Caso No. 30-2024-01371907-CU-OE-CXC del Tribunal Superior del Condado de Orange

COMPLETE ESTE FORMULARIO ÚNICAMENTE SI DESEA OBJETAR AL ACUERDO DE LA DEMANDA COLECTIVA

No es necesario que usted comparezca en el Tribunal para objetar al Acuerdo. Si desea presentar una objeción por escrito al Acuerdo de la Demanda Colectiva titulada ***Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape,*** debe completar todos los pasos indicados en los puntos 1 a 5 a continuación. Si tiene previsto comparecer en el Tribunal, marque con un círculo "sí" en la Sección 3 abajo. Usted puede comparecer en el Tribunal para presentar una objeción en la Audiencia de Aprobación Final, presente o no este Formulario.

1. Proporcione la siguiente información:

Su nombre (en letra de molde):_____
(Primero) (Segundo) (Apellido)

Su dirección:_____

Últimos 4 dígitos de su número de Seguro Social: _____

2. Describa las razones de su objeción al Acuerdo (adjunte documentos adicionales si necesita más espacio):

_____

_____

3. ¿Tiene intención de comparecer en el Tribunal en la Audiencia de Equidad Final, actualmente programada para el [ADD DATE AND TIME].

Marque una opción con un círculo: Sí No

No es necesario que contrate a un abogado para objetar. Sin embargo, si está representado por un abogado, indique el nombre de su abogado y su número de teléfono_____

4. Feche y firme este formulario abajo:

Fecha: _____ Firma: _____

5. COMPLETE Y ENVÍE POR CORREO ELECTRÓNICO O POR CORREO POSTAL ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN INDICADA A MÁS TARDAR EL _____, ~~2026~~2027. <<RESPONSE DEADLINE>>

Jose Alarcon, también conocido como Porfirio Cruz, contra Villa Park Landscape

Nombre del Administrador
c/o_____

_____

Correo electrónico:_____

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(UNLIMITED JURISDICTION)

JOSE ALARCON aka PORFIRIO CRUZ, on behalf of himself and all others similarly situated, and the general public, and as an "Aggrieved Employee" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

VILLA PARK LANDSCAPE, a California corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 30-2024-01371907-CU-OE-CXC

[*Assigned for all purposes to The Honorable Layne H. Melzer, Dept. CX-102*]

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

Action filed:	01/10/2024
Hearing Date:	~~October 8, 2026~~December 11, 2026
Hearing Time:	2:00 p.m.
Hearing Dept:	CX-102, Hon. Layne H. Melzer

Reservation Number: 74903335

Plaintiff Jose Alarcon aka Porfirio Cruz's ("Plaintiff") unopposed Motion for Preliminary Approval of Joint Stipulation of Class Action and PAGA Settlement was scheduled for hearing before the Court on ~~October 8, 2026~~December 17, 2026, at 2:00 p.m., before the Honorable Layne H. Melzer, Judge presiding.

The Court, having considered the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement"), executed by the Parties on July 2, 2026 and ~~attached as Exhibit 1 to the Declaration of Maralle Messrelian filed on July 15, 2026, and the exhibits attached thereto;~~attached as Exhibit 1 to the Declaration of Maralle Messrelian in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement filed on July 16, 2026 (ROA #66), and the exhibits attached thereto; having considered the Addendum to the Settlement ("Addendum"), attached as Exhibit 1 to the Supplemental Declaration of Maralle Messrelian in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement filed on November 20, 2026 (ROA #82); having considered Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities, supporting declarations filed therewith, and good cause appearing thereto, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Class based upon ~~the terms set forth in the Settlement filed previously.~~the terms set forth in the Settlement filed previously, as modified by the Addendum. All capitalized terms used herein shall have the same meaning as defined in the Settlement. The Court has determined there is sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and reasonable to the Class and (b) the Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final hearing and final approval by this Court. The Court will make a determination at the Final Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.

2. For purposes of this Order, the Class is defined as follows:

> The "Settlement Class" or "Class Member(s)" means all individuals who are or were employed by Defendant Villa Park Landscape as hourly, non-exempt employees in California during the Class Period. "Class Period" means January 10, 2020 through September 10, 2025. "Aggrieved Employee(s)" means all individuals who are or were employed by Defendant Villa Park Landscape as hourly, non-exempt employees in California during the PAGA Period. "PAGA Period" means September 14, 2022 through September 10, 2025.

The Class is preliminarily certified for settlement purposes only.

3. The Court hereby preliminarily finds that the Settlement was the product of serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making this preliminary finding, the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a compromise of the Parties' respective positions. The Court further preliminarily finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith. The Court further preliminarily finds that Defendant's funding of the Gross Settlement Amount of $1,200,000 in three equal installments of $400,000 each, as set forth in the Settlement, is appropriate and supported by evidence of Defendant's financial condition and ability to pay. Accordingly, pursuant to Paragraph 38 of the Settlement, Defendant shall fund the Gross Settlement Amount as follows: (a) Defendant shall make the First Payment of one-third of the Gross Settlement Amount, i.e., $400,000, within thirty (30) calendar days of the date of this Order; (b) Defendant shall make the Second Payment of one-third of the Gross Settlement Amount, i.e., $400,000, within one hundred eighty (180) calendar days of the date of the First Payment; and (c) Defendant shall make the Final Payment of one-third of the Gross Settlement Amount, i.e., $400,000, within one hundred eighty (180) calendar days of the date of the Second Payment, together with the employer's share of payroll taxes due on the Gross Settlement Amount. The date on which Defendant fully funds the Gross Settlement Amount shall constitute the "Funding Date" under the Settlement. The Settlement provides for

the following proposed allocations from the Gross Settlement Amount of $1,200,000, each of which remains subject to the Court's determination at the Final Approval Hearing: (a) attorneys' fees to Class Counsel of up to $400,000 (33.33% of the Gross Settlement Amount) (Class Counsel is requesting only 30% of the Gross Settlement Amount, or $360,000); (b) litigation costs to Class Counsel of up to $13,000; (c) a Class Representative Enhancement Payment to Plaintiff of up to $10,000; (d) Settlement Administration Costs to the Settlement Administrator of up to $15,000 (currently estimated at $14,500); and (e) a PAGA Settlement Amount of $100,000, of which $75,000 (75%) shall be paid to the California Labor and Workforce Development Agency and $25,000 (25%) shall be distributed to the Aggrieved Employees as the Aggrieved Employee Payment. The remainder constitutes the Net Settlement Amount, which shall be distributed in its entirety to Participating Class Members.

4. The Court finds that the dates set forth in the Settlement for mailing and distribution of the Class Notice meet the requirements of due process and provide the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons entitled thereto, and directs the mailing of the Class Notice, in both English and Spanish, by first class mail to the Class as set forth in the Settlement. Accordingly, the Court orders the following implementation schedule for further proceedings:

a. Within twenty (20) calendar days following the date of this Preliminary Approval Order, Defendant shall provide Phoenix Settlement Administrators, the appointed Settlement Administrator, and Class Counsel the Class List with the following information about each Class Member: (1) full name; (2) most recent mailing address and telephone number; (3) Social Security Number; (4) dates of employment; (5) the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period.

b. Within ten (10) calendar days after the receipt of the Class List, the Settlement Administrator shall be responsible for calculating the estimated payouts to the Class Members assuming all Class Members participate in the Settlement.

c. Within ten (10) calendar days after the receipt of the Class List, the Settlement Administrator shall mail the Class Notice to all Class Members pursuant to the terms of the Settlement, by First Class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes.

d. Within sixty (60) calendar days following the mailing of the Class Notice, all requests to be excluded from the Settlement must be returned to the Settlement Administrator via email or postmarked by U.S. Mail, as set forth in the Settlement. Those Class Members who receive a re-mailed Class Notice, will have either (a) ~~fifteen (15)~~thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval of the Settlement authenticating a copy of every Request for Exclusion received by the Settlement Administrator.

e. Within sixty (60) calendar days following the mailing of the Class Notice, all written objections to the Settlement should be mailed or emailed to the Settlement Administrator and should state the basis for the objection. Those Class Members who receive a re-mailed Class Notice, will have either (a) ~~fifteen (15)~~thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit an objection to the Settlement. The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval of the Settlement authenticating a copy of every Notice of Objection received by the Settlement Administrator. The Court will consider any written or oral objections or comments from Class Members at the time of the Final Approval Hearing, as set forth in the Class Notice. Class Members may appear

at the final approval hearing to be heard on their objections, even if they have not previously served a written objection.

f. Within sixty (60) calendar days following the mailing of the Class Notice, all disputes concerning the number of Workweeks or PAGA Pay Periods credited to a Class Member must be emailed or postmarked to the Settlement Administrator, together with any supporting documentation, as set forth in the Settlement. Those Class Members who receive a re-mailed Class Notice will have either (a) thirty (30) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a dispute. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. Any unresolved dispute will be decided by the Court.

5. The Court approves, as to form and content, ~~the Notice of Class Action Settlement, in both English and Spanish, attached as~~ the Court Approved Notice of Class Action and PAGA Settlement, in both English and Spanish, attached as **Exhibit A** to this Order. The Court also approves the procedure for members of the Class to object to the Settlement set forth in the Class Notice.

6. The Court approves, for settlement purposes only, Maralle Messrelian of MM Law, APC as Class Counsel.

7. The Court approves, for settlement purposes only, Plaintiff Jose Alarcon aka Porfirio Cruz as the Class Representative.

8. The Court approves Phoenix Settlement Administrators as the Settlement Administrator and orders Phoenix Settlement Administrators to perform the duties described in Paragraph 4 and its subparts.

9. A Final Approval Hearing shall be held at 2:00 p.m. on ~~February 18, 2027~~May 20, 2027 in Department CX-102 of the Superior Court for the State of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order,

and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred and the Class Representative Enhancement Payment. All briefs and materials in support of the Motion for an Order of Final Approval and Judgment and Application for Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final approval hearing.

10. If for any reason the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

11. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), the Court will retain jurisdiction over the Parties to enforce the terms of the Settlement. The Court expressly reserves the right to adjourn or continue the Fairness Hearing from time to time without further notice to members of the Class. The Settlement Administrator shall give prompt notice of any continuance to Class Members who object to the Settlement.

IT IS SO ORDERED.

Date: _____, 2026

_____
Honorable Layne H. Melzer
Judge of the Orange County Superior Court

EXHIBIT A

EXHIBIT 5