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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

WILLIAM BOWEN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE F. A. BARTLETT TREE EXPERT
COMPANY, a Connecticut Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV05757

*[Assigned for all purposes to the Hon.
Thomas P. Anderle, Dept. 3]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 22, 2026

Time: 10:00 a.m.

Dept.: 3

Action Filed: October 16, 2024

Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 William Bowen (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50)
27 active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
26 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
27 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage
28 statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*,

Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024-2026, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case since its inception, and I believe that the proposed Settlement is an excellent result for the Settlement Class.

8. Defendant The F.A. Bartlett Tree Expert Company (“F.A. Bartlett”) is a tree-service company based in Stamford, Connecticut with locations throughout the United States, including California.

9. On October 16, 2024, Plaintiff filed his Class Action Complaint in Santa Barbara County Superior Court, alleging that F.A. Bartlett: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all legally compliant rest periods; (v) failed to reimburse for all necessary business expenditures; (vi) failed to issue accurate, itemized wage statements; (vii) failed to pay all waiting time penalties; and (viii) engaged in unfair competition in violation of California Business & Professions Code § 17200 *et seq.* On that same day, Plaintiff sent his notice letter to the Labor & Workforce Development Agency (“LWDA”) under the Private Attorneys General Act (“PAGA”). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s October 16, 2024 LWDA Letter. On November 20, 2024, F.A. Bartlett removed this case to the United States District Court for the Central District Court. On December 23, 2024, Plaintiff filed an action in

1 Santa Barbara Superior Court, alleging a single cause of action under the PAGA, in the matter
2 entitled *William Bowen v. The F.A. Bartlett Tree Expert Company*, Santa Barbara Superior Court
3 Case No. 24CV07248 (“PAGA Action”). As a condition of the Settlement, the Parties filed a
4 stipulation on February 4, 2026 to remand the case to this Court solely for the purpose of seeking
5 court approval of the Settlement. As a further condition of the Settlement, the Parties stipulated
6 to Plaintiff filing a First Amended Class and Representative Action Complaint (“FAC”) in this
7 Action to add a claim for civil penalties under the PAGA. On April 20, 2026, Plaintiff filed the
8 operative FAC adding Plaintiff’s PAGA claim to the Action as well as a claim that Settlement
9 Class members and Aggrieved Employees were prevented from using a bathroom during their
10 meal and rest breaks. Plaintiff dismissed the PAGA Action on April 29, 2026.

11 10. While this Action was pending in federal court, the Parties engaged in extensive
12 formal discovery. Plaintiff served written discovery requests seeking, among other items, contact
13 information for the putative class, timekeeping and payroll records for the putative class, F.A.
14 Bartlett’s written wage and hour policies/procedures, and other information and documents. F.A.
15 Bartlett served written discovery requests, as well, seeking all documents and communications in
16 Plaintiff’s possession regarding the issues in this case. On February 21, 2025, F.A. Bartlett took
17 the full-day deposition of Plaintiff. On April 10, 2025 and April 16, 2025, Plaintiff took the
18 depositions of F.A. Bartlett’s corporate witnesses pursuant to Fed. R. Civ. Proc. 30(b)(6)
19 regarding F.A. Bartlett’s wage and hour policies and procedures. The Parties extensively met and
20 conferred regarding F.A. Bartlett’s responses and objections to Plaintiff’s written discovery, and
21 ultimately, F.A. Bartlett produced timekeeping and payroll records for the *entire* putative class as
22 well as F.A. Bartlett’s written wage and hour policies and Employee Handbook. In total, F.A.
23 Bartlett produced over 30,000 pages of timekeeping and payroll records for the putative class.
24 The Parties completed a *Belaire-West* notice procedure and F.A. Bartlett produced the contact
25 information for the putative class. Thereafter, Plaintiff’s counsel interviewed dozens of putative
26 class members regarding their work experiences with F.A. Bartlett, and obtained declarations
27 from putative class members in support of Plaintiff’s Motion for Class Certification. After
28 completing this extensive discovery, Plaintiff began preparing his Motion for Class Certification,

1 which was to be filed by December 5, 2025.

2 11. In connection with mediation, F.A. Bartlett produced relevant data points,
3 including the number of putative class members, the number of aggregate workweeks worked
4 during the Class Period, and the aggregate number of pay periods during the PAGA Period. With
5 the assistance of a retained expert, Plaintiff conducted a comprehensive analysis of the payroll
6 and timekeeping data produced by F.A. Bartlett to create a detailed exposure analysis for all
7 claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff's
8 claims, the chances of certification of Plaintiff's claims, and F.A. Bartlett's potential defenses.

9 12. On November 6, 2025, the Parties participated in a full-day mediation with Steven
10 G. Mehta, Esq., a preeminent wage and hour class action mediator. During mediation, the Parties
11 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
12 claims, and the legal basis for the claims and defenses. On November 13, 2025, Mr. Mehta made
13 a mediator's proposal for a classwide settlement, which the Parties ultimately accepted. In the
14 months following mediation, the Parties negotiated and finalized the terms of the Settlement and
15 executed the long-form Settlement Agreement now before the Court. A true and correct copy of
16 the Stipulation of Settlement is attached hereto as **Exhibit 1**. The proposed Class Notice is
17 attached as **Exhibit A** to the Settlement Agreement. The proposed Notice of Estimated Individual
18 Settlement Payment is attached as **Exhibit B** to the Settlement Agreement.

19 13. The monetary terms of the Settlement are summarized below:

20	• Gross Settlement Amount:	\$3,425,000.00
21	• Minus Court-approved attorneys' fees:	\$1,198,750.00
22	• Minus Court-approved verified costs (up to):	\$100,000.00
23	• Minus Court-approved Enhancement Payment:	\$10,000.00
24	• Minus amount set aside as PAGA penalties:	\$100,000.00
25	• <u>Minus estimated settlement administration costs (up to):</u>	<u>\$10,000.00</u>
26	Net Settlement Amount:	\$2,006,250.00
27	• PLUS 25% "PAGA Amount" to Aggrieved Employees:	\$35,000.00
28	Total Amount Paid to Settlement Class members:	\$2,041,250.00

14. According to F.A. Bartlett there are approximately 504 Settlement Class members.
Therefore, the average Individual Settlement Payment from the Net Settlement Amount is
projected to be approximately \$3,980.65. There are approximately 308 Aggrieved Employees

1 who worked during the PAGA Period. Therefore, the average PAGA Payment is estimated to be
2 approximately \$113.64.

3 15. Plaintiff alleges that due to F.A. Bartlett's meal policies/practices, he and other
4 non-exempt employees regularly did not receive compliant 30-minute meal periods taken before
5 the end of the fifth hour of work. Specifically, Plaintiff alleges that despite compliant written meal
6 period policies and/or procedures, he was told to record meal periods of 30 minutes before the
7 end of the fifth hour of work on his timesheets at the end of each workday. However, due to work
8 demands, Plaintiff and other non-exempt employees were often not able to take meal periods at
9 all. Furthermore, Plaintiff alleges that he was not permitted to leave the worksite for meal periods,
10 even to use the restroom, and that any meal periods he did take were frequently interrupted with
11 work demands. Based on records produced by F.A. Bartlett, Plaintiff estimates there were
12 approximately 4,672 facial meal period violations, resulting in \$141,375 in unpaid premiums
13 (4,672 non-compliant facial meal period violations * \$30.26 average premium), and
14 approximately 161,580 meal period violations due to unlawful timekeeping practices, resulting
15 in \$4,889,411 in unpaid premiums (161,580 violations * \$30.26 average premium) in unpaid
16 premiums. Therefore, Plaintiff calculated F.A. Bartlett's maximum exposure for first meal period
17 violations at approximately \$5,030,786. F.A. Bartlett counters that it has maintained compliant
18 written meal period policies throughout the Class Period and has always provided compliant meal
19 periods in line with those policies. F.A. Bartlett further contends that it always provides
20 employees the opportunity to take meal periods and is not required to *ensure* they are taken. Thus,
21 F.A. Bartlett argues that any non-compliant meal periods resulted from lawful employee waiver
22 or choice, rather than any policy and/or practice of F.A. Bartlett. F.A. Bartlett points to employee
23 time sheets which show compliant, timely meal periods, and asserts that employees were required
24 to accurately record the start and end of their meal periods. Finally, F.A. Bartlett maintains
25 Plaintiff's meal period claim is not suited for class certification since individual inquiries would
26 be needed to assess which employees, if any, took non-compliant or missed meal periods, how
27 many meal periods were non-compliant or missed, and the reasons why a particular employee did
28 not take a meal period on a particular shift. In light of these defenses and arguments, Plaintiff

discounted F.A. Bartlett's maximum exposure by 40% for the risk of non-certification, and an additional 50% to account for F.A. Bartlett's defenses on the merits or failing to recover the full amount sought, to arrive at an estimated total of approximately \$1,509,236.

16. Plaintiff alleges that F.A. Bartlett's timekeeping policies and/or practices systematically underpaid wages to Settlement Class members. Plaintiff alleges that he and other non-exempt employees were instructed by their supervisors to record time entries on their paper timesheets at the end of each workday, rounded to the nearest quarter hour, even when these time entries did not correspond to their actual time worked. Furthermore, Plaintiff alleges that F.A. Bartlett frequently required he and other non-exempt employees to work through unpaid meal periods. As a result of these timekeeping policies and/or practices, Plaintiff alleges that F.A. Bartlett failed to compensate employees for all minimum and overtime wages. Since Plaintiff and other non-exempt employees typically worked shifts of 8.0 hours or more, this time worked should have been paid at an overtime rate of pay. Based on the number of synthetic meal periods in F.A. Bartlett's timekeeping and payroll records, during which employees were required to work during their recorded unpaid meal breaks, Plaintiff estimates the resulting unpaid wages at approximately \$3,667,058 (161,580 synthetic first and second meals * 0.5 hour * \$45.39 avg. overtime rate). Furthermore, Plaintiff alleges that he and other non-exempt employees were required to work approximately 20 minutes off-the-clock before and/or after their scheduled shift times, resulting in approximately \$2,515,105 in unpaid wages (55,411 unpaid hours * 45.39 average overtime rate). Accordingly, Plaintiff calculates the maximum potential exposure for this claim at approximately \$6,182,163. F.A. Bartlett argues that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. F.A. Bartlett contends employees were required to accurately record their start and end times, and that it paid employees for all hours recorded. Finally, F.A. Bartlett asserts that Plaintiff would be unable to certify this claim since its timekeeping policies/practices are facially neutral and individualized inquiries would be necessary as to whether employees were in fact underpaid or potentially overpaid for each workday in question (including whether they were actually working during the hours which they

recorded on their timesheets), resulting in an unmanageable series of mini-trials. Given these defenses, Plaintiff discounted this maximum amount by 45% for risk of non-certification and an additional 60% for a risk of being unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure of approximately \$1,360,076.

17. Plaintiff alleges that F.A. Bartlett failed to authorize and permit all legally compliant off-duty rest periods. Plaintiff contends that he and other non-exempt employees were frequently not permitted to take off-duty rest periods due to nature of their work and significant work demands placed on employees by F.A. Bartlett's supervisors and managers. Furthermore, even when employees did receive 10-minute rest periods, Plaintiff alleges employees were often interrupted with work demands. As with meal breaks, Plaintiff alleges he and other non-exempt employees were not permitted to leave the worksite during their rest periods, even to use the restroom. On those occasions when all lawful rest periods were not authorized and permitted, Plaintiff alleges F. A. Bartlett failed to pay rest period premiums as required by Labor Code § 226.7. According to Plaintiff's analysis, there were a total of 166,252 shifts over 3.5 hours, and Plaintiff contends that he and other non-exempt employees were not authorized and permitted to take any duty-free rest periods. Therefore, Plaintiff calculated F.A. Bartlett's maximum rest period exposure at approximately \$5,030,786 (166,252 rest period violations * \$30.26 average premium). F.A. Bartlett counters that it has maintained compliant written rest period policies throughout the Class Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice, rather than any F.A. Bartlett policy and/or practice. F.A. Bartlett also argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, F.A. Bartlett argues, given that rest periods are not recorded. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 70% for risk of non-certification, and discounted an

1 additional 70% for risk of being unsuccessful on the merits or failure to recover the full amount
2 sought, to arrive at a projected exposure of approximately \$452,771.

3 18. Plaintiff alleges that F.A. Bartlett failed to reimburse him and other non-exempt
4 employees members for all reasonable and necessary work expenditures, including personal
5 cellular phone expenses. Plaintiff alleges F.A. Bartlett required Plaintiff and other non-exempt
6 employees to use their personal cellular phones on a daily basis, however, F.A. Bartlett failed to
7 reimburse Plaintiff and other non-exempt employees for the costs associated with their cellular
8 phones. Assuming that employees are owed approximately \$25.00 per month for cellular phone
9 usage, Plaintiff estimates F.A. Bartlett's maximum liability for its failure to reimburse employees
10 for usage of their personal cellular phones at approximately \$173,925 (6,957 aggregate work
11 months * \$25.00 per month). In response, F.A. Bartlett maintains that employees were not
12 required to use their personal cellular phones as part of their job. F.A. Bartlett further argues that
13 any expenses incurred by employees were extremely minimal, given the wide availability of low-
14 cost cellular phone plans. F.A. Bartlett further contends that this claim would require individual
15 inquiries into whether employees actually used their personal cellular phones for work purposes,
16 how much expense they incurred, whether they submitted a request for reimbursement, and the
17 reasonableness of that expense, thus precluding class certification. In light of F.A. Bartlett's
18 defenses, Plaintiff discounted the maximum exposure by 45% for a risk of non-certification, and
19 an additional 60% for a risk of being unsuccessful on the merits, to arrive at an estimated exposure
20 of approximately \$38,264.

21 19. As a result of the unpaid wages and unpaid meal and rest period premium wages
22 described above, Plaintiff alleges that F.A. Bartlett is liable for wage statement penalties pursuant
23 to Labor Code § 226. Plaintiff's analysis reflected that there were approximately 308 Settlement
24 Class members and approximately 18,000 pay periods worked during the liability period
25 applicable to Plaintiff's wage statement claim. Those penalties are calculated as \$50 for each
26 "initial" violation and \$100 for each "subsequent" violation, with a maximum of \$4,000 per
27 employee. Plaintiff, therefore, assumed the maximum \$4,000.00 penalty for each employee and
28 calculated F.A. Bartlett's potential wage statement exposure at approximately \$1,232,000 (308

employees * \$4,000 maximum penalty). In light of F.A. Bartlett's arguments that no violations occurred, that employees suffered no "injury," that any alleged violations were not "knowing and intentional," that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiff's underlying claims discussed above, Plaintiff discounted the maximum exposure by 50% for risk of non-certification, and by an additional 65% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately \$215,600.

20. Plaintiff alleges that as a further result of its failure to pay all wages earned, as well as its failure to pay all meal and rest period premiums, F.A. Bartlett is liable for waiting time penalties pursuant to Labor Code §§ 201-203. F.A. Bartlett's records reflected approximately 223 Settlement Class members who separated their employment during the applicable period, and are therefore eligible for waiting time penalties. Assuming an average waiting time penalty of \$7,262 (\$30.26 average hourly rate * 8 hours * 30 days), Plaintiff calculates F.A. Bartlett's maximum waiting time exposure at approximately \$1,619,426 (223 former employees * \$7,262 average waiting time penalty). F.A. Bartlett argues that it possesses strong, good-faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. F.A. Bartlett further asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. To account for these defenses, Plaintiff discounted the maximum exposure by 50% for the risk of non-certification, and an additional 75% for risk of losing on the merits, and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately \$202,428.

21. As a result of the foregoing Labor Code violations, Plaintiff alleges that F.A. Bartlett is liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure at approximately \$1,800,000 (approx. 18,000 pay periods * \$100 "initial" penalty). Since Plaintiff's PAGA claim is derivative of Plaintiff's underlying wage claims, F.A. Bartlett asserts the PAGA claim would fail with those claims. F.A. Bartlett further maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA

1 penalties if it were to find F.A. Bartlett liable for any of Plaintiff's claims. Therefore, Plaintiff
2 discounted the maximum figure by 65% for risk of losing on the merits and/or not recovering a
3 PAGA penalty for each and every pay period, and an additional 80% to account for the possibility
4 of this Court reducing penalties, to arrive at an estimated exposure of approximately \$126,000.

5 22. Using these estimated figures for each of the claims described above, Plaintiff
6 predicted that the potential realistic recovery for the Settlement Class would be approximately
7 \$3,904,375. The proposed Settlement of \$3,425,000 represents approximately 87.7% of the
8 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since
9 the Settlement will provide significant monetary relief to the Settlement Class, which is consistent
10 with what Plaintiff's counsel believes could have been recovered had the case proceeded through
11 trial.

12 23. Although the Parties engaged in significant formal and informal discovery prior to
13 mediation, the Parties still had significant formal discovery to complete had the matter not been
14 settled. This would have required the expenditure of substantial time and resources by both Parties
15 that would have very likely spanned several years. Even if Plaintiff was to certify the classes, the
16 Parties would incur considerably more attorneys' fees and costs through a possible decertification
17 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
18 expense.

19 24. My office will also apply for an attorneys' fees award of 35% of the Gross
20 Settlement Amount, which is currently estimated to be \$1,198,750.00, and up to \$100,000.00 in
21 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
22 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
23 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
24 analyzing Plaintiff's claims, conducting legal research, conducting extensive formal discovery,
25 taking the depositions of F.A. Bartlett's corporate witnesses, and defending Plaintiff's deposition.
26 Class Counsel interviewed dozens of putative class members regarding their work experiences
27 with F.A. Bartlett and prepared declarations in support of Plaintiff's anticipated Motion for Class
28 Certification. Class Counsel hired a labor economist with a Ph.D. in economics to assist Plaintiff

1 in conducting a comprehensive analysis of the payroll and timekeeping data produced by, and
2 created a comprehensive damages model and mediation brief. Class Counsel also prepared for
3 and attended mediation, negotiated and prepared the long-form Stipulation of Settlement,
4 prepared this Motion, and otherwise litigated the case. Class Counsel expects to expend additional
5 attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding
6 questions from Settlement Class members, preparing the Final Approval papers, and attending
7 the Final Approval hearing.

8 25. Plaintiff will apply for Class Representative Enhancement Payment at the time of
9 seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for his
10 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
11 requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended
12 on behalf of the Settlement Class, including providing substantial factual information and
13 documents to Class Counsel, discussing the claims and theories at issue in the litigation,
14 responding to formal written discovery requests, preparing for and sitting for a full-day
15 deposition, as well as the significant risks Plaintiff undertook by agreeing to serve as the named
16 plaintiff in this case.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed on May 1, 2026, at El Segundo, California.

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20 Sean M. Blakely
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EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff William Bowen (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant The F.A. Bartlett Tree Expert Company (hereinafter “Defendant”) (collectively, Plaintiff and Defendant are hereinafter the “Parties”), on the other hand. Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC (“Class Counsel”). Defendant is represented by David L. Cheng and Min K. Kim of Ford Harrison LLP.

On October 16, 2024, Plaintiff filed a class action complaint against Defendant in Santa Barbara County Superior Court, in the matter entitled *William Bowen v. The F.A. Bartlett Tree Expert Company*, Case No. 24CV05757 (the “Action”), alleging (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to reimburse for all necessary business expenditures, (6) wage statement penalties, (7) waiting time penalties, and (8) unfair competition. On November 20, 2024, Defendant removed the Action to the United States District Court, Central District of California, Case No. 2:24-cv-10027-WLH-JC. On December 23, 2024, Plaintiff filed a case in Santa Barbara Superior Court entitled *William Bowen v. The F.A. Bartlett Tree Expert Company*, Case No. 24CV07248 (“PAGA Complaint”) alleging a single cause of action under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq* (“PAGA”). As part of this Settlement Agreement, the Parties agree to file a stipulation and proposed order to remand the Action to the Santa Barbara Superior Court solely for the purpose of seeking court approval of the Settlement Agreement.

The Parties agree that if the Santa Barbara County Superior Court does not approve this Stipulation of Settlement, a judgment is not entered in the Action in Santa Barbara County Superior Court, or either Party withdraws from the settlement, the Parties agree to revert to their respective status as of the date and time immediately prior to the execution of the long-form settlement agreement such that Parties will revert to the litigation of the Class Action in the Central District of California. In that event, Plaintiff will stipulate to, and will not oppose, removal of the Class Action back to the Central District of California.

Following remand, the Parties will stipulate to permit Plaintiff leave to file a First Amended Class and Representative Action Complaint (“FAC”) in the Action, attached as **Exhibit A**, that adds Plaintiff’s PAGA claim to the Action as well as a claim that Class Members and Aggrieved Employees were prevented from using a bathroom during their meal and rest breaks. The Parties will also stipulate to dismiss the PAGA Complaint without prejudice after the FAC is filed in the Action.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for The F.A. Bartlett Tree Expert Company in California from October 16, 2020, through January 5, 2026 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled, or reasonably could have been pled, based on the facts stated in the operative FAC that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for all necessary business expenditures; (f) wage statement penalties; (g) waiting time penalties; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from October 16, 2023, through January 5, 2026 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were pled in the Action, or reasonably could have been pled, based on the facts stated in the operative FAC, and as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”), including claims for (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for all necessary business expenditures; (f) failure to furnish complete, accurate, itemized wage statements; (g) failure to timely pay all final wages; (h) failure to pay all earned wages at least twice during each calendar month; and (i) failure to maintain accurate records (the “PAGA Released Claims”).

- C. **Release by Plaintiff.** Upon the Effective Date and Defendant's complete funding of the Gross Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all common law, statutory, or any kind of claims, including claims related to his employment with Defendant, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Specifically excluded from Plaintiff's Released Claims are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits or unemployment benefits. No workers' compensation claims are being resolved under this Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Three Million Four Hundred Twenty-Five Thousand Dollars and Cents (\$3,425,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator no later than sixty-one (61) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters a Judgement on its Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);

- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for Plaintiff's Class Representative Enhancement Payment, in recognition of his contributions to the Action and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to Thirty-Five percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and
 - (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining thirty-five percent (35%), or Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), will be payable to Aggrieved Employees as the "PAGA Amount," which PAGA Amount will be distributed as described below.
 - (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.
- D. **Escalator Clause.** Defendant represents that there are an estimated 40,390 total collective workweeks worked during the Class Period. If the number of workweeks during the Class Period exceeds this figure by more than 10% (i.e., if there are 44,430 or more workweeks), Defendant shall have the option to (1) increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of workweeks, Defendant shall increase the Gross Settlement Amount by 12%); or (2) agree to close the Class Period as of a date on which the total number of workweeks reaches 44,430.
- E. Defendant's share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and

the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) based on each participating Settlement Class members’ proportionate workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. PAGA Amount: Each Aggrieved Employee (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” based on the proportionate number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. After the Settlement Administrator mails Individual Settlement Payments to Settlement Class members, the Settlement Administrator shall make the Court-approved payment for Class Counsel’s attorneys’ fees and costs, Class Representative Enhancement Payment, and settlement administration costs.
- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: Any payment from the Net Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as

wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of up to Thirty-Five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Million One Hundred Ninety-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$1,198,750.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff’s respective Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff’s request to the Court to

pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for ILYM Group, Inc.'s services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Payments have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff William Bowen as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Payment, drafts of which are attached hereto as **Exhibits B** and **C**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. Because social security numbers are included in the Class Data, the information shall be produced subject to a protective order entered by the Court, for which the Settlement Administrator shall, pursuant to the protective order, maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Aggrieved Employees whether or not they exclude themselves from the class action settlement. Aggrieved Employees who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court). Defendant’s counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final

Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Individual Settlement Payments / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-

deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Enhancement Payment, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: David L. Cheng of Ford Harrison LLP, 350 South Grand Avenue, Suite 2300, Los Angeles, CA 93010; dcheng@fordharrison.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Santa Barbara County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 2/13, 2026

DEFENDANT THE F.A. BARTLETT TREE
EXPERT COMPANY

By: David G. Mayer
Title: Vice President

DATED: _____, 2026

PLAINTIFF WILLIAM BOWEN

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 24, 2026

FORD HARRISON LLP

By: 

David L. Cheng
Min K. Kim
Attorneys for Defendant

DATED: _____, 2026

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff

if to Defendant: David L. Cheng of Ford Harrison LLP, 350 South Grand Avenue,
Suite 2300, Los Angeles, CA 93010; dcheng@fordharrison.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com.

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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DATED: _____, 2026

DEFENDANT THE F.A. BARTLETT TREE
EXPERT COMPANY

By: _____
Title:

DATED: 2,5 _____, 2026

PLAINTIFF WILLIAM BOWEN

By:  _____
William Bowen (Feb 5, 2026 11:32:31 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: _____, 2026

FORD HARRISON LLP

By: _____

David L. Cheng
Min K. Kim
Attorneys for Defendant

DATED: February 5, 2026

HAINES LAW GROUP, APC

By:  _____

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

WILLIAM BOWEN, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

THE F.A. BARTLETT TREE EXPERT COMPANY,
a Connecticut Corporation; and DOES 1 through 100,

Defendants.

Case No. 24CV05757

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant The F.A. Bartlett Tree Expert Company in California from October 16, 2020, through January 5, 2026. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Santa Barbara County Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *William Bowen v. The F.A. Bartlett Tree Expert Company*, Santa Barbara Superior Court Case No. 24CV05757 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant The F.A. Bartlett Tree Expert Company’s (“F.A. Bartlett”) records show that you were employed at F.A. Bartlett in California as a non-exempt employee between October 16, 2020 and January 5, 2026 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff William Bowen (“Plaintiff”) brought this Action against F.A. Bartlett, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for F.A. Bartlett in California at any time during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Plaintiff alleges that F.A. Bartlett failed to provide Settlement Class members with all required meal and rest periods, that it failed to pay all minimum and overtime wages due to timekeeping policies and practices, and that it failed to reimburse for necessary business expenses. The Action also alleges that as a result of these alleged violations, F.A. Bartlett failed to provide Settlement Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a result of the

foregoing alleged violations, Plaintiff alleges that F.A. Bartlett engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

F.A. Bartlett denies that it has done anything wrong. F.A. Bartlett denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of F.A. Bartlett, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, F.A. Bartlett has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After F.A. Bartlett provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to F.A. Bartlett, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by F.A. Bartlett, your decision about whether to participate in the Settlement will not affect your employment. California law and F.A. Bartlett’s policy strictly prohibit unlawful retaliation. F.A. Bartlett will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Liam Hall lhall@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant F.A. Bartlett: FORD HARRISON LLP David L. Cheng dcheng@fordharrison.com Min K. Kim mkim@fordharrison.com 350 South Grand Avenue, Suite 2300 Los Angeles, California 93010 Tel: (213) 237-2400 Fax: (213) 237-2401 fordharrison.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for F.A. Bartlett in California from October 16, 2020, through January 5, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against F.A. Bartlett as described below.

F.A. Bartlett has agreed to pay \$3,425,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative’s Enhancement Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be \$1,198,750.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$100,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$10,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$65,000.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”), representing 65% of the \$100,000.00 the parties have agreed to allocate to the settlement of Plaintiff’s claim on behalf of the Settlement Class members under the PAGA. The remaining \$35,000.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$2,006,250.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member who was employed by Defendant at any time from October 16, 2023, through January 5, 2026 (the “PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” based on the proportionate number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within

180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: Any payment from the Net Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release F.A. Bartlett, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successor and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively, the “Released Parties”) from all claims, demands, rights, liabilities, and causes of actions that were pled, or reasonably could have been pled, based on the facts stated in the operative First Amended Class and Representative Action Complaint (“FAC”) that arose during the Class Period, including: claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse necessary business expenditures; (f) wage statement penalties; (g) waiting time penalties; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for F.A. Bartlett at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were pled in the Action, or reasonably could have been pled, based on the facts stated in the operative FAC, and as disclosed in Plaintiff’s Notification Letter to the LWDA, including claims for (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse for all necessary business expenditures; (f) failure to furnish complete, accurate, itemized wage statements; (g) failure to timely pay all final wages; (h) failure to pay all earned wages at least twice during each calendar month; and (i) failure to maintain accurate records (“the PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as stated in the accompanying Notice of Estimated Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Individual Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in F.A. Bartlett’s records regarding this factor, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with the information in your Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated

Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payments will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for F.A. Bartlett during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 3 of the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93121. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *William Bowen v. The F.A. Bartlett Tree Expert Company*, Santa Barbara Superior Court Case No. 24CV05757. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 3 of the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93121. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact

information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93121, during regular court hours. You may also contact the Settlement Administrator <<INSERT ADMINISTRATOR CONTACT INFO>> or Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT
OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

William Bowen v. The F.A. Bartlett Tree Expert Company
SANTA BARBARA COUNTY SUPERIOR COURT CASE NO. 24CV05757

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 Settlement Payment:

According to The F.A. Bartlett Tree Expert Company's ("F.A. Bartlett") records:

- (a) you worked [REDACTED] workweeks as a non-exempt employee for F.A. Bartlett in California from October 16, 2020, through January 5, 2026; and
- (b) you worked [REDACTED] pay periods as a non-exempt employee for F.A. Bartlett in California from October 16, 2023, through January 5, 2026.

Based on the above, your Individual Settlement Payment from the Net Settlement Amount is estimated at \$ [REDACTED]. Your share from the PAGA Amount is estimated to be \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) 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 F.A. Bartlett's records, F.A. Bartlett's records will control unless you are able to provide documentation that establishes otherwise, and that F.A. Bartlett's records are mistaken. If there is a dispute about whether F.A. Bartlett'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 "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 16, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *William Bowen v. The F. A. Bartlett Tree Expert Company*

To Whom It May Concern:

Please be advised that this law firm represents William Bowen (“Mr. Bowen”) in claims arising from his employment with The F. A. Bartlett Tree Expert Company and Does 1 through 100 (collectively “Bartlett Tree Experts”). Mr. Bowen is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bartlett Tree Experts’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Bartlett Tree Experts’ non-exempt employees who worked for Bartlett Tree Experts in California during the one year immediately preceding the date of this letter through the present.

Bartlett Tree Experts provides residential and commercial tree and shrub care and property maintenance. Mr. Bowen worked for Bartlett Tree Experts in Santa Barbara County as a non-exempt “crew leader” (or similarly titled position) from approximately July 31, 2023, until approximately July 19, 2024.

During Mr. Bowen’s employment with Bartlett Tree Experts, Bartlett Tree Experts failed to compensate Mr. Bowen and other aggrieved employees for all minimum and overtime wages due to Bartlett Tree Experts’ unlawful timekeeping policies and practices, which failed to accurately record all hours worked. Rather than allowing Mr. Bowen and other aggrieved employees to punch in and out during work hours, Mr. Bowen’s supervisors, including Asher Gotzmer, instructed Mr. Bowen and other aggrieved employees to write down hours at the end of the workday that always began with employees’ scheduled 7:00 a.m. start time, regardless of when employees actually started working. In fact, Mr. Bowen and other aggrieved employees were required to arrive approximately 15-30 minutes before 7:00 a.m. in order to be in their uniforms and protective gear by the scheduled start time, and Mr. Bowen and other aggrieved employees were not compensated for the time worked prior to their scheduled shifts. When Mr. Bowen submitted a daily timesheet that did not conform to his supervisors’ timekeeping

practices, the supervisors required Mr. Bowen to retroactively adjust his timesheets at the end of the week to reflect those practices, regardless of when Mr. Bowen actually started work on those days. As a result, Bartlett Tree Experts failed to pay Mr. Bowen and other aggrieved employees minimum and overtime wages for all hours worked.

Throughout Mr. Bowen's and other aggrieved employees' employment with Bartlett Tree Experts, Mr. Bowen and other aggrieved employees were not provided with a full 30 minutes of net rest for their meal periods. Bartlett Tree Experts' timekeeping policies, as described above, extended to their meal period policies and practices, wherein Bartlett Tree Experts did not permit Mr. Bowen and other aggrieved employees to punch in and out during their actual meal periods, but instructed them at the end of each day to write down exactly 30 minutes for meal periods between 11:00 a.m. and 12:00 p.m., whether or not the employees were actually permitted to take meal periods. In fact, due to work demands, Mr. Bowen and other aggrieved employees were almost never provided with first meal periods commencing before the end of the fifth hour due to work demands. Bartlett Tree Experts also required Mr. Bowen to travel between job sites during his purported lunch periods, resulting in time worked for which he was not compensated. Bartlett Tree Experts also failed to provide Mr. Bowen and other aggrieved employees with a second duty-free full 30-minute meal period for shifts of over 10.0 hours in violation of California law. On occasions when Mr. Bowen and other aggrieved employees did not receive a second meal period, they were instructed by supervisors either to record a 30-minute meal period they were not permitted to take, or they were instructed to record fewer than 10.0 hours worked in order to make it seem as if the employees were not eligible for the second meal period. When Mr. Bowen submitted a daily timesheet that did not conform to his supervisors' meal period practices, the supervisors required Mr. Bowen to retroactively adjust his timesheet at the end of the week to reflect compliant 30-minute meal periods after the fifth and tenth hours of work, whether or not Mr. Bowen was actually permitted to take these meal periods. Further, on those occasions when Bartlett Tree Experts failed to provide a legally compliant meal period to Mr. Bowen and other aggrieved employees, Bartlett Tree Experts failed to compensate Mr. Bowen and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Bartlett Tree Experts maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

Mr. Bowen and other aggrieved employees were also not authorized and permitted to take all legally required and compliant rest periods because Bartlett Tree Experts failed to provide at least 10 minutes of net rest in an area appropriate for rest away from the workstation. Specifically, as a result of the work demands imposed by Bartlett Tree Experts, Bartlett Tree Experts did not authorize and permit one rest period for every four hours worked, or major fraction thereof, as non-exempt employees were often working up in a tree and unable to take a rest period. Despite failing to authorize and permit Mr. Bowen and other aggrieved employees to take all rest periods to which they are entitled,

upon information and belief, during at least a portion of the relevant time period, Bartlett Tree Experts maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Mr. Bowen or other aggrieved employees any rest period premiums.

During Mr. Bowen's employment with Bartlett Tree Experts, Mr. Bowen and other aggrieved employees were required to use their personal cellular phones to communicate with other employees, managers/supervisors, and/or clients. Mr. Bowen and other aggrieved employees were also required to provide their own safety boots. Bartlett Tree Experts knew or should have known that Mr. Bowen and other aggrieved employees were necessarily incurring expenses due to the use of their personal cellular phones and safety boots. Yet, despite the necessity of Mr. Bowen and other aggrieved employees using their personal cellular phones and safety boots for work activities and Bartlett Tree Experts knowing or should have knowing about the same, Bartlett Tree Experts failed to reimburse Mr. Bowen and other aggrieved employees for these necessary business expenditures.

As a result of Bartlett Tree Experts' failure to compensate Mr. Bowen and other aggrieved employees for all minimum and overtime wages, and all meal and rest period premium wages, Bartlett Tree Experts maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As a further result of Bartlett Tree Experts' failure to pay all minimum and overtime wages, and failure to pay all meal and rest period premium wages, Bartlett Tree Experts failed to pay all wages to Mr. Bowen and other formerly employed non-exempt employees at the separation of their employment.

As described above, Bartlett Tree Experts committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Minimum Wage Violations

Bartlett Tree Experts was required to pay Mr. Bowen and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Bartlett Tree Experts failed to conform its pay practices to the requirements of the law by failing to pay Mr. Bowen and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Bartlett Tree Experts and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Bowen and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Bartlett Tree Experts was required to pay Mr. Bowen and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Bartlett Tree Experts caused Mr. Bowen and other aggrieved employees to work overtime hours but did not compensate Mr. Bowen and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Bowen and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Bartlett Tree Experts failed to provide Mr. Bowen and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Bowen and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Bartlett Tree Experts also failed to authorize and permit Mr. Bowen and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Bowen and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for All Necessary Business Expenditures

As alleged above, Bartlett Tree Experts failed to reimburse Mr. Bowen and other aggrieved employees for all necessary work expenses, including the use of their personal cellular phones and safety boots for business purposes. Bartlett Tree Experts' policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Mr. Bowen and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Record Keeping Violations

Labor Code § 1174(d) require that every person employing labor in California shall "Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to...employees employed at the respective plants or establishments." Section 2(k) of Wage Order 5 defines "hours worked" as: "...the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Bartlett Tree Experts failed to comply with Labor Code section 1174 by failing to keep payroll records showing the accurate number of hours worked daily by Mr. Bowen and other aggrieved employees.

Wage Statement Penalties

Bartlett Tree Experts was required to furnish Mr. Bowen and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Bartlett Tree Experts' failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Bartlett Tree Experts maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Bowen and other aggrieved employees in violation of Labor Code § 226. Bartlett Tree Experts' failure to comply with its wage statement obligations was knowing and intentional, and Mr. Bowen and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bartlett Tree Experts failed to timely pay Mr. Bowen and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Bartlett Tree Experts' failure to pay

all final wages due to Mr. Bowen and other aggrieved employees was willful and, consequently, entitles Mr. Bowen and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bartlett Tree Experts failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Mr. Bowen will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Bowen’s own investigation, and on information and belief, Bartlett Tree Experts committed and continues to commit the following Labor Code violations:

- a. Bartlett Tree Experts violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Bowen and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Bartlett Tree Experts violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Bowen and other aggrieved employees all overtime compensation earned;
- c. Bartlett Tree Experts violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Bowen and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Bartlett Tree Experts violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Bowen and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Bowen and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- e. Bartlett Tree Experts violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Bowen and other aggrieved employees for all necessary business expenditures incurred;
- f. Bartlett Tree Experts violated Labor Code § 226 and 1174(d) by failing to furnish Mr. Bowen and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Bartlett Tree Experts violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Bowen and other aggrieved employees;
- h. Bartlett Tree Experts violated Labor Code § 204 by failing to pay Mr. Bowen and other aggrieved employees all wages earned at least twice during each calendar month; and

- i. Bartlett Tree Experts violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Bowen and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bartlett Tree Experts if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: The F. A. Bartlett Tree Expert Company (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 10/17/2024

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