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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

HECTOR SANDOVAL, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

W BROTHERS LANDSCAPE, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01426168-CU-OE-CXC

Assigned for All Purposes to: Hon. Melissa R. McCormick, Department CX105

CLASS ACTION

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: September 18, 2024

1 The Motion of Plaintiff Hector Sandoval (“Plaintiff”) for Preliminary Approval of a
2 Class Action and PAGA Settlement in *Hector Sandoval v. W Brothers Landscape Inc.*, Orange
3 County Superior Court, Case No. 30-2024-01426168-CU-OE-CXC, came regularly for hearing
4 before this Court on March 26, 2026. The Court, having considered the Joint Stipulation of
5 Class Action Settlement and PAGA Settlement and the First Amendment to the Joint Stipulation
6 of Class Action and PAGA Settlement (together, the “Settlement Agreement”), copies of which
7 are attached hereto as Exhibits A and B, respectively; having considered the motion and all
8 declarations and documents filed in support thereof; and good cause appearing, HEREBY
9 ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action and PAGA
11 settlement as set forth in the Settlement Agreement and finds its terms to be within the range of
12 reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
13 Approval hearing. As such, it is the Court’s preliminary finding that the settlement is fair,
14 adequate, and reasonable, and in the best interests of the class members. All terms used herein
15 shall have the same meaning as defined in the Settlement Agreement. For purposes of the
16 Settlement only, the Court finds that the proposed Class is ascertainable and that there is a
17 sufficiently well-defined community of interest among the members of the Class in questions of
18 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification
19 of the following settlement Class:

20
21 All current and former hourly-paid, non-exempt employees of Defendant W
22 Brothers Landscape, Inc., who worked for Defendant W Brothers Landscape, Inc.,
23 in the State of California at any time between September 18, 2020, and July 4,
24 2025.

25 2. A copy of the Joint Stipulation of Class Action and PAGA Settlement is attached
26 to this Order as Exhibit A. A copy of the First Amendment to the Joint Stipulation of Class
27 Action and PAGA Settlement is attached hereto as Exhibit B. The Class Notice Packet
28 (including the Class Notice, Request for Exclusion Form and Objection Form (in English and
Spanish)) are attached hereto as Exhibit C.

1 3. For purposes of the Settlement only, the Court preliminarily designates Plaintiff
2 Hector Sandoval as Class Representative, and preliminarily designates Protection Law Group,
3 LLP as Class Counsel.

4 4. The Court preliminarily designates Apex Class Action, LLC as the third-party
5 Settlement Administrator.

6 5. The Gross Settlement Amount is \$470,000.00. The Court preliminary approves
7 the following deductions from the Gross Settlement Amount: a PAGA Payment of \$35,000.00
8 (\$22,750.00 to the LWDA and \$12,250.00 to the Aggrieved Employees); an enhancement
9 award to plaintiff in an amount not to exceed \$2,500.00; Class Counsel's Fees in an amount not
10 to exceed \$141,000.00; Class Counsel's Costs in an amount not to exceed \$22,000.00; and
11 Settlement Administration fees in an amount not to exceed \$4,990.00

12 6. The court orders the parties and the settlement administrator to carry out their
13 duties and obligations in accordance with terms of the settlement agreement.

14 7. The Court finds that the form of notice to the Class as regarding the pendency of
15 the action and of the Settlement, the dates selected for mailing and distribution, and the methods
16 of giving notice to members of the Class, satisfy the requirements of due process, constitute the
17 best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
18 to all members of the Class.

19 8. The Court orders the Settlement Administrator to mail the Class Notice to the
20 members of the Class in accordance with the terms of the Settlement.

21 9. The hearing on Plaintiff's Motion for Final Approval of Settlement on the
22 question of whether the Settlement should be finally approved as fair, reasonable, and adequate
23 is scheduled in Department CX105 of this Court, located at 751 West Santa Ana Boulevard,
24 Santa Ana, California 92701, on August 27, 2026 at 2:00 p.m.

25 10. At the Final Approval hearing, the Court will consider: (a) whether the
26 Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a
27 judgment granting final approval of the Settlement should be entered; and (c) whether
28 Plaintiff's application for an enhancement award to the Class Representative, Settlement

1 Administration Costs, and Class Counsel's attorney's fees and costs, should be granted.

2 11. Counsel for the Parties shall file memoranda, declarations, or other statements
3 and materials in support of the motion for final approval at least 16 court days before the final
4 approval hearing.

5 12. An implementation schedule is below:

Event	Date
Defendant to provide Class List to the Settlement Administrator no later than:	[14 days following preliminary approval]
Settlement Administrator to mail the Class Notice to the Class no later than:	[7 days following receipt of the Class List]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	[60 calendar days after mailing of the Notice]
Deadline for Plaintiff to file Motion for Final Approval of Class Action and PAGA Settlement:	August 5, 2026 [16 court days before the Final Approval Hearing]
Hearing on Motion for Final Approval of Settlement:	August 27, 2026 at 2:00 p.m.

19 13. Pending the Final Fairness hearing, all proceedings in this Action, other than
20 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and
21 this Order, are stayed.

22 14. The Court retains jurisdiction to enforce the settlement pursuant to Civil
23 Procedure Code section 664.6.

24 **IT IS SO ORDERED.**

25
26
27 DATED: April 6, 2026

28

By: _____
MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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15 *Attorneys for Defendants*
 16 W BROTHERS LANDSCAPE, INC.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 18 **COUNTY OF ORANGE**

19
 20 HECTOR SANDOVAL, individually and on
 behalf of others similarly situated, and as an
 21 aggrieved employee and Private Attorney
 General,

22 Plaintiff,

23 vs.

24 W BROTHERS LANDSCAPE, INC., a
 25 California corporation; and DOES 1 through
 26 50, inclusive,

27 Defendants.

Case No. 30-2024-01426168-CU-OE-CXC

*Assigned for all purposes to the Hon. Melissa
 R. McCormick, Dept. CX104*

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT**

Complaint Filed: September 18, 2024
 FAC Filed: November 25, 2024
 Trial Date: Not Set.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Hector Sandoval, individually and on behalf of the Class, and Defendant W Brothers Landscape, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action, entitled "*Sandoval. v. W Brothers Landscape, Inc.*" Case No. 30-2024-01426168-CU-OE-CXC, pending before the Orange County Superior Court.

3. "Class Counsel" means Protection Law Group, LLP.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed Thirty-Three and 1/3 Percent (33.3%) of the Gross Settlement Amount, i.e. One Hundred Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$156,666.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment of each Class Member; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Pay Periods

1 worked by each PAGA Member during the PAGA Period; and (8) any other information required
2 by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material
3 term of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void the
4 Settlement.

5 6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt
6 employees of Defendant who worked for Defendant in the State of California at any time during
7 the Class Period.

8 7. "Class Period" means the period from September 18, 2020, until the date of
9 preliminary approval of the settlement by the Court, or, July 4, 2025, whichever date occurs earlier.

10 8. "Class Representative" means Plaintiff Hector Sandoval in his capacity as
11 representative of the Participating Class Members.

12 9. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be
13 paid to Plaintiff Hector Sandoval, in addition to whatever monetary settlement Plaintiff is entitled
14 to recover from the Net Settlement Amount as a Class Member, in recognition of the efforts and
15 risks he has taken in assisting with the prosecution of the Action and in exchange for the General
16 Release of his claims as provided herein. Defendant agrees not to oppose Plaintiff's request for an
17 Incentive Payment of Five Thousand Dollars (\$5,000). Any amount of the Incentive Payment not
18 approved by the Court shall become part of the Net Settlement amount.

19 10. "Court" means the Superior Court of the State of California for the County of
20 Orange.

21 11. "Defendant" means W Brothers Landscape, Inc.

22 12. "Effective Date" means: the later of: (a) if no timely objections are submitted or if
23 all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an
24 objection is submitted and not withdrawn, the date for filing an appeal and no such appeal being
25 filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
26 appeal in a way that does not alter the terms of the settlement.

1 13. “Final Approval” means the Court entering an order granting final approval of the
2 Settlement Agreement.

3 14. “Gross Settlement Amount” means the sum of Four Hundred Seventy Thousand
4 Dollars (\$470,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
5 Settlement Amount will return to Defendant, and includes all: (1) payments to the Class; (2) Class
6 Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration Costs; (5) Incentive
7 Payment to Plaintiff; (6) Payment of PAGA penalties to be paid to the LWDA and PAGA
8 Members; and (7) employee share of any applicable payroll taxes. The Gross Settlement Amount
9 is exclusive of employer share of any applicable payroll taxes, and any such employer-side payroll
10 taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount, to the
11 extent required by law. The Gross Settlement Amount is based on Defendant’s representation that
12 the Class Members worked a total of 5,880 workweeks during the Class Period. This is a material
13 representation for Plaintiff to enter into this agreement. The Gross Settlement Amount plus any
14 applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay
15 under the settlement.

16 15. “Individual Settlement Payment” means the amount payable from the Net
17 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
18 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
19 Payments shall be paid by a Settlement Check made payable to Participating Class Members
20 and/or PAGA Members. The amounts paid as wages shall be subject to all tax withholdings
21 customarily made from the employee’s wages and all other authorized and required withholdings.
22 The amounts paid as penalties and interest shall be subject to all authorized and required
23 withholdings other than the tax withholdings customarily made from employees’ wages. The
24 Settlement Administrator will be responsible for issuing to Participating Class Members a form
25 W-2 for amounts deemed “wages” and an IRS Form 1099 for the amounts deemed penalties and
26 interest.

1 16. “Net Settlement Amount” means the funds available for payments to the Class,
2 which shall be amount remaining after the following amounts are deducted from the Gross
3 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
4 Administration Costs, (4) Incentive Payment to Plaintiff; and (5) the PAGA Penalties to be paid
5 to the LWDA and PAGA Members.

6 17. “Notice” means the Notice of Class Action Settlement in a form substantially
7 similar to the form attached hereto as Exhibit A, in English and Spanish, providing a summary of
8 the provisions of the Settlement, that will be mailed to Class Members’ last known addresses. The
9 Class Notice shall list the number of Workweeks worked by the Class Member during the Class
10 Period and the estimated individual payment each Class Member will receive if they participate in
11 the Settlement. The Class Notice will also include instructions on how to opt-out of and object to
12 the Settlement. The Settlement Administrator shall mail the Class Notice to Class Members via
13 First Class U.S. Mail no later than seven (7) calendar days after receiving the Class List from
14 Defendant.

15 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
16 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

17 19. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
18 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
19 2698, *et seq.*) (“PAGA”). The Parties have agreed that Thirty-Five Thousand Dollars (\$35,000.00)
20 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.
21 Sixty-Five Percent (65%) of this amount (\$22,750.00) will be paid to the California Labor and
22 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five
23 Percent (35%) of this amount (\$12,250.00), will be distributed to PAGA Members on a *pro rata*
24 basis. PAGA Members will receive payment from the employee portion of the PAGA Payment
25 regardless of their decision to participate in the class action if the PAGA Payment is approved by
26 the Court.

1 20. “PAGA Period” means the period from September 22, 2023, until the date of
2 preliminary approval of the settlement by the Court, or, July 4, 2025, whichever date occurs earlier.

3 21. “PAGA Members” means all current and former non-exempt employees of
4 Defendant who worked for Defendant in the state of California at any time during the PAGA
5 Period.

6 22. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
7 Plaintiff or Defendant, individually.

8 23. “Participating Class Members” means all Class Members who do not submit valid
9 and timely Requests for Exclusion.

10 24. “Plaintiff” means Hector Sandoval.

11 25. “Preliminary Approval” means the Court order granting preliminary approval of
12 the Settlement Agreement.

13 26. “Objection” means a Participating Class Member’s valid and timely written
14 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the
15 objector’s full name, address, telephone number, last four digits of the employees social security
16 number or employee ID number and (b) the name of the case and case number; and (c) a written
17 statement of all grounds for the objection accompanied by legal support, if any, for such objection.
18 Class Members will be provided 60 days within which to submit objections. Class Members who
19 wish to object will need to mail those objections to the Settlement Administrator only. Class
20 Members will not be barred from appearing at the final approval hearing if they have not complied
21 with the objection procedures for mailing objections to the Settlement Administrator. The
22 Settlement Administrator shall provide counsel for the Parties with complete copies of all
23 objections received, including the postmark dates or fax timestamps for each objection, within five
24 (5) calendar days of receipt. Plaintiff’s Counsel will provide copies of any objections and
25 supporting documents to the Court at least ten (10) days before the Final Approval Hearing.

26 27. “Released Class Claims” means claims, rights, demands, liabilities and causes of
27 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in
28

1 the operative complaint in the Action and any other derivative claims including claims for statutory
2 or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and
3 other costs, expenses, restitution, and equitable and declaratory relief, including the following
4 claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
5 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or
6 compensation in lieu thereof; (iv) failure to provide complete, itemized, and accurate wage
7 statements; (v) failure to pay wages timely at time of separation of employment, termination or
8 resignation; (vi) failure to provide timely pay wages during employment; and (vii) unfair business
9 practices that could have been premised on the facts pled in the operative complaint. The Release
10 Class Claims shall apply to claims arising during the Class Period. These released Class claims
11 shall also include any and all claims relating to or arising out of Plaintiff's work performed while
12 working for Defendant, whether known or unknown.

13 28. "Released PAGA Claims" means all claims for civil penalties under the California
14 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
15 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint and any
16 other derivative claims including claims for statutory or civil penalties, liquidated damages,
17 punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and
18 equitable and declaratory relief, including but not limited to penalties that could have been awarded
19 pursuant to Labor Code sections 203, 210, 226, 226.3, 558, 1174.5, 1197.1, and 2699. This release
20 shall apply to claims arising during the PAGA Period.

21 29. "Released Parties" means Defendant W Brothers Landscape, Inc., and its past,
22 present and/or future, direct and/or indirect, officers, directors, members, managers, agents,
23 representatives, attorneys, insurers, partners, investors, fiduciaries, shareholders, executors,
24 administrators, beneficiaries, legal representatives, trustees, parent companies, subsidiaries,
25 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

26 30. "Request for Exclusion" means a valid and timely written statement submitted by
27 a Class Member requesting to be excluded from the settlement of the Released Class Claims. To
28

1 be effective, the Request for Exclusion must contain (a) the Class Member's name, address,
2 telephone number, and the last four digits of the Class Member's Social Security number and/or
3 the Employee ID number and (b) a clear statement requesting to be excluded from the settlement
4 of the class claims. The Request for Exclusion shall not be effective as to the release of claims
5 arising under PAGA

6 31. "Response Deadline" means the date sixty (60) days after the Settlement
7 Administrator mails Notice to Class Members and the last date on which Class Members may
8 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
9 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
10 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
11 Exclusion, written objections, or Workweek disputes, will be extended fifteen (15) calendar days
12 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
13 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
14 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
15 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
16 however, will the Settlement Administrator have the authority to unilaterally extend the Response
17 Deadline.

18 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

19 33. "Settlement Administrator" means Apex Class Action Administration. The Parties
20 each represent that they do not have any financial interest in the Settlement Administrator or
21 otherwise have a relationship with the Settlement Administrator that could create a conflict of
22 interest.

23 34. "Settlement Administration Costs" mean the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator, subject to court approval, for administering
25 this Settlement, including, but not limited to, printing, distributing, and tracking documents for
26 this Settlement, calculating/confirming the class member Workweeks from the information
27 contained in the Class List, calculating each Participating Class Member's Individual Settlement
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1 Payment, calculating the PAGA Portion of the PAGA Members individual settlement payment,
2 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
3 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
4 as requested by the Parties. Settlement Administration Costs shall not exceed Four Thousand Nine
5 Hundred Ninety Dollars (\$4,990.00). To the extent that Settlement Administration costs are
6 ultimately less than the amount of the quote provided by the selected Settlement Administrator,
7 the remainder shall become part of the Net Settlement Amount.

8 35. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
9 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

10 **TERMS OF AGREEMENT**

11 36. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
12 all applicable employer-side payroll taxes following Final Approval by the Court and the
13 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
14 the sum of the Individual Settlement Payments, Plaintiff's Incentive Payment, Class Counsel's
15 Fees and Costs, the PAGA Penalties Payment, and the Settlement Administration Costs, as
16 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
17 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant
18 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement
19 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

20 37. Potential Increase to the Gross Settlement Amount: Defendant has represented
21 there are approximately 5,880 Workweeks within the Class Period. Should the actual number of
22 Workweeks increase by more than ten percent (10%) (i.e. by more than 588 Workweeks)
23 Defendant shall have the option to either: (i) increase the Gross Settlement Amount on a *pro-rata*
24 basis equal to the percentage increase in the number of Workweeks worked by the Class Members
25 above 10% (for example, if the number of Workweeks increases by 11%, the Gross Settlement
26 Amount will increase by 1%); or (ii) cut off the Class Period end date when it exceeds 6,468
27 Workweeks.

1 38. Funding of the Gross Settlement Amount: Defendant will start funding of the Gross
2 Settlement Amount by depositing Two Hundred Seventy Thousand Dollars (\$270,000) into a
3 Qualified Settlement Fund ("QSF") within sixty (60) days of the Court granting preliminary
4 approval; within ninety (90) days thereafter, Defendant will deposit an additional, One Hundred
5 Thousand Dollars (\$100,000.00) into the QSF; within ninety (90) days thereafter, Defendant will
6 deposit the remaining One Hundred Thousand Dollars (\$100,000.00) into the QSF. Defendant
7 shall provide all information necessary for the Settlement Administrator to calculate necessary
8 payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and
9 other information requested by the Settlement Administrator, no later than seven (7) calendar days
10 of the Effective Date.

11 39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
12 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
13 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
14 Agency; (c) the Plaintiff's Incentive Payment; (d) Class Counsel's Fees and Costs and (e)
15 Settlement Administration Costs.

16 40. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
17 motion by Class Counsel for attorneys' fees of not more than One Hundred Fifty-Six Thousand
18 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$156,666.67) plus the reimbursement of
19 costs and expenses associated with the litigation and settlement of the Action, in an amount not to
20 exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross
21 Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class
22 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
23 Members as provided in this Agreement.

24 41. Plaintiff's Incentive Payment: Defendant agrees not to oppose or object to any
25 application or motion by Plaintiff for Class Representative Incentive Payment of Five Thousand
26 Dollars (\$5,000). Plaintiff's Incentive Payment is in exchange for the General Release of the
27 Plaintiff's individual claims and for their time, effort and risk in bringing and prosecuting the
28

1 Action. Any portion of the requested Plaintiff's Incentive Payment that is not awarded to the Class
2 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating
3 Class Members as provided in this Agreement.

4 42. Settlement Administration Costs: The Settlement Administrator will be paid for the
5 reasonable costs of administration of the Settlement and distribution of payments from the Gross
6 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
7 not exceed Four Thousand Nine Hundred Ninety Dollars (\$4,990.00).

8 43. PAGA Payment: Thirty-Five Thousand Dollars (\$35,000.00) shall be allocated
9 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA.
10 The Settlement Administrator shall pay Sixty-Five percent (65%) of the PAGA Payment, or
11 Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750.00), to the California Labor and
12 Workforce Development Agency ("LWDA"). Thirty-Five percent (35%), or Twelve Thousand
13 Two Hundred Fifty Dollars (\$12,250.00), will be distributed to PAGA Members on a *pro rata*
14 basis based on the total number of Workweeks worked by each PAGA Member during the PAGA
15 Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their
16 decision to opt-out of the class settlement.

17 44. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
18 will be used to satisfy the class portion of Participating Class Members Individual Settlement
19 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
20 is as follows:

Gross Settlement Amount:	\$ 470,000.00
Plaintiff's Incentive Payment:	\$ 5,000.00
Class Counsel's Fees:	\$ 156,666.67
Class Counsel's Costs:	\$ 30,000.00
PAGA Payment:	\$ 35,000.00
Settlement Administration Costs:	\$ 4,990.00

Estimated Net Settlement Amount: \$ 238,343.33

45. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount. The Individual Settlement Payments estimate indicated on the Notice are subject to change, depending on factors including how many Class Members become Excluded Class Members (resulting in their Individual Workweeks being removed from the final Class Workweeks, thereby increasing the final weekly settlement amount).

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: The Class Portion of each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each

1 Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as
2 interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each
3 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
4 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
5 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
6 Settlement Administrator.

7 46. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
8 Participating Class Members under this Settlement, as well as any other payments made pursuant
9 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
10 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
11 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
12 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
13 affect any rights, contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.

15 47. Settlement Administration Process: The Parties agree to cooperate in the
16 administration of the Settlement and to make all reasonable efforts to control and minimize the
17 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
18 provide the following services:

- 19 a) Establish and maintain a Qualified Settlement Fund.
- 20 b) Calculate the Individual Settlement Payment each Participating Class
21 Member is eligible to receive and the portion of the PAGA Payment each
22 PAGA Member shall receive.
- 23 c) Translate the Notice from English to Spanish and print and mail the Notice.
- 24 d) Assist Class Members who have questions regarding the Notice.
- 25 e) Conduct additional address searches for mailed Notices that are returned as
26 undeliverable.
- 27 f) Calculate Participating Class Members' Individual Settlement Payments,
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1 process any Requests for Exclusion, and field inquiries from Class
2 Members.

3 g) Calculate and make all payments on behalf of Defendant required pursuant
4 to the Settlement Agreement, including but not limited to, FICA, FUTA,
5 and SDI contributions and the employer's portion of all payroll taxes, which
6 shall be made from the Class Settlement Amount

7 h) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
8 1099 Tax Forms and any other filings required by any governmental taxing
9 authority. Basic accounting for and payment of employee tax withholdings
10 and forwarding all payroll taxes and penalties to the appropriate government
11 authorities will also be included as part of this service.

12 i) Provide declarations and/or other information to this Court as requested by
13 the Parties and/or the Court regarding the Settlement Administration
14 Process.

15 j) Provide weekly status reports to counsel for the Parties.

16 k) Post a notice of final judgment online at Settlement Administrator's
17 website.

18 l) Transfer unclaimed funds to the State Controller's office following the
19 expiration of the settlement payments.

20 48. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
21 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material
22 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the
23 Agreement.

24 49. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
25 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
26 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in
27 the Class List.

1 50. Confirmation of Contact Information in the Class List: Prior to mailing, the
2 Settlement Administrator will perform a search based on the National Change of Address Database
3 for information to update and correct for any known or identifiable address changes. Any Notice
4 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
5 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
6 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
7 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
8 the correct address using a skip-trace, or other search using the name, address and/or Social
9 Security number of the Class Member involved, and will then perform a single re-mailing. If any
10 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
11 current employee, then Defendant shall make all reasonable efforts to obtain the current address
12 from the Class Member and provide the same within seven (7) calendar days of notice from the
13 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
14 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
15 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or Workweek
16 dispute.

17 51. Notice: All Class Members will be mailed a Notice in both English and Spanish
18 containing the Form attached as Exhibit A as approved by the Court. Each Notice will provide: (a)
19 a summary of the provisions of the Settlement; (b) the total number of Workweeks each respective
20 Class Member worked for Defendat during the Class Period; (c) each Class Member's estimated
21 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
22 (d) the dates which comprise the Class Period; (e) instructions on how to opt-out of and object to
23 the Class Portion of the Settlement; (f) the deadlines by which the Class Member must postmark
24 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (g) the claims to be
25 released, as set forth herein; and (h) the date for the final approval hearing.

26 52. Disputed Information on Notice: Class Members will have an opportunity to
27 dispute the information provided in their Notice. To the extent Class Members dispute the number
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1 of Workweeks with which they have been credited or the amount of their Individual Settlement
2 Payment, Class Members may produce evidence to the Settlement Administrator showing that
3 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
4 records will be presumed determinative. However, if a Class Member produces evidence to the
5 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
6 Member and the Parties will make the final decision as to the number of eligible Workweeks that
7 should be applied and/or the Individual Settlement Payment to which the Class Member may be
8 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

9 53. Defective Submissions: If a Class Member's Request for Exclusion is defective as
10 to the requirements listed herein, that Class Member will be given an opportunity to cure the
11 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
12 business days of receiving the defective submission to advise the Class Member that his or her
13 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
14 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
15 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
16 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
17 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
18 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

19 54. Request for Exclusion Procedures: Class members will be provided 60 days within
20 which to submit requests for exclusion. Any Class Member wishing to opt-out from the release of
21 the Released Class Claims must sign and postmark a written Request for Exclusion to the
22 Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a)
23 the Class Member's name, address, telephone number, and the last four digits of the Class
24 Member's Social Security number and/or the Employee ID number and (b) a clear statement
25 requesting to be excluded from the settlement of the class claims. The date of the postmark on the
26 return mailing envelope receipt confirmation will be the exclusive means to determine whether a
27 Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to
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1 the Settlement Administrator, who will certify jointly to Class Counsel and Defendant’s Counsel
2 the Requests for Exclusion that were timely submitted. All Class Members who do not request
3 exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement
4 is granted final approval by the Court. The Request for Exclusion shall not be effective as to the
5 release of claims arising under the PAGA.

6 55. Defendant’s Right to Rescind: If ten percent (10%) or more of the Class Members
7 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
8 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
9 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
10 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
11 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
12 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
13 Costs incurred to the date of rescission.

14 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
15 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
16 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
17 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
18 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
19 opt out of the Settlement shall not be bound by such Judgment or the Class Release. However, the
20 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
21 Act. The names of Class Members who have opted out of the settlement shall be disclosed to the
22 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
23 Court.

24 57. Objection Procedures: To object to the Class portion of the Settlement, a
25 Participating Class Member must postmark a valid Objection to the Settlement Administrator on
26 or before the Response Deadline. The Objection must be signed by the Participating Class Member
27 and contain all information required by this Settlement Agreement including the employees full
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1 name, address, telephone number, the last four digits of their social security number and/or
2 Employee ID number, the name of the case and case number, and the specific reason including
3 any legal grounds for the Participating Class Members objection. The postmark date will be
4 deemed the exclusive means for determining that the Notice of Objection is timely. Participating
5 Class Members who fail to object in the manner specified above will be foreclosed from making
6 a written objection but shall still have a right to appear at the Final Approval Hearing in order to
7 have their objections heard by the Court. At no time will any of the Parties or their counsel seek
8 to solicit or otherwise encourage Participating Class Members to submit written objections to the
9 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class
10 Members with respect to any objections to this Settlement.

11 58. Certification Reports Regarding Individual Settlement Payment Calculations: The
12 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
13 which certifies: (a) the number of Class Members who have submitted valid Requests for
14 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
15 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
16 Administrator will provide to counsel for both Parties any updated reports regarding the
17 administration of the Settlement Agreement as needed or requested.

18 59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
19 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
20 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
21 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
22 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
23 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
24 Participating Class Members and PAGA Members who did not cash their checks until such time
25 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
26 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
27 out to Participating Class Members and the entire 35% portion of the PAGA Payment will be paid
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1 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment
2 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
3 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
4 shall prominently state the expiration date or a statement that the Settlement Check will expire in
5 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
6 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
7 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
8 agree no unclaimed funds will result from the settlement.

9 60. Administration of Taxes by the Settlement Administrator: The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
11 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
12 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
13 for forwarding all payroll taxes and penalties to the appropriate government authorities.

14 61. Tax Liability: Defendant makes no representation as to the tax treatment or legal
15 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
16 relying on any statement, representation, or calculation by Defendant or by the Settlement
17 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
18 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
19 described herein. Defendant's share of any employer payroll taxes and other required employer
20 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
21 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
22 Amount.

23 62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
24 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
25 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
26 communication or disclosure between or among the Parties or their attorneys and other advisers,
27 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
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1 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
2 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
3 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
4 connection with this Agreement, (b) has not entered into this Agreement based upon the
5 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
6 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
7 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
8 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
9 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
10 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
11 including any transaction contemplated by this Agreement.

12 63. No Prior Assignments: The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
14 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
15 action, cause of action or right herein released and discharged.

16 64. Release by Participating Class Members: Upon the complete funding of the Gross
17 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
18 Class Members shall fully release and discharge the Released Parties from the Released Class
19 Claims that arose during the Class Period. This release shall be binding on all Participating Class
20 Members.

21 65. Release by the State of California and LWDA: Upon the complete funding of the
22 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA
23 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
24 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
25 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
26 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
27 of the LWDA based on the same factual predicate as this action and covering the same time period.

1 66. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
2 Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following
3 General Release: In consideration of Defendant’s promises and agreements as set forth herein,
4 Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and
5 Released PAGA Claims and also generally release and discharge the Released Parties from any
6 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
7 been or could have been asserted against the Released Parties arising out of or relating to their
8 employment by Defendant or termination thereof, including but not limited to claims for wages,
9 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
10 of employment. This release specifically includes any and all claims, demands, obligations and/or
11 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except
12 provided by the Settlement Agreement) relating to or in any way connected with the matters
13 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
14 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
15 California Civil Code Section 1542, which provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY.

22 This release specifically excludes claims for unemployment insurance, disability, social
23 security, and workers compensation (with the exception of claims arising pursuant to California
24 Labor Code Sections 132(a) and 4553).

25 67. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
26 reporting policy regarding any future employment references related to Plaintiff. In the event that
27 any potential or future employers of Plaintiff request a reference regarding Defendant’s
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1 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
2 employment and job titles during employment. Defendant shall not refer to the Action or this
3 Settlement

4 68. Nullification of Settlement Agreement: In the event that: (a) the Court does not
5 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
6 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
7 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
8 documents generated to bring it into effect, will be null and void, all amounts deposited into the
9 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
10 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
11 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
12 for any reason, the Parties agree that they will return to and attend mediation with a mutually
13 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

14 69. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
15 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
16 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
17 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
18 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
19 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
20 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
21 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
22 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
23 completely approve the Agreement as to the Action will result in this Settlement Agreement and
24 the Memorandum of Understanding entered into by the Parties, and all obligations under this
25 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

26 70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
27 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
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1 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
2 determine the Final Approval of the Settlement Agreement along with the amounts properly
3 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the
4 Plaintiff's Incentive Payment; and (d) the Settlement Administration Costs. Class Counsel will be
5 responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court
6 to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of
7 any Order by another Court with regard to any of the Action which has the effect of modifying
8 material terms of this Agreement or preventing the full and complete approval of the Settlement
9 Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations
10 under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the
11 Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to
12 the terms of this Agreement.

13 71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
14 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
15 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
16 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
17 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
18 may be appropriate under court rules or as set forth in this Settlement.

19 72. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
20 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
21 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

22 73. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
23 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
24 agreements may be deemed binding on the Parties.

25 74. Amendment or Modification: This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-
27 interest and approved by the Court.

1 75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
5 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
6 counsel will cooperate with each other and use their best efforts to affect the implementation of
7 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
8 needed to implement the Settlement, or on any supplemental provisions that may become
9 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
10 to resolve such disagreement.

11 76. Binding on Successors and Assigns: This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
13 defined.

14 77. California Law Governs: All terms of this Settlement Agreement and Exhibits
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 78. Execution and Counterparts: This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement Agreement may be executed in one or more
18 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
19 of the signature page, will be deemed to be one and the same instrument provided that counsel for
20 the Parties will exchange among themselves original signed counterparts.

21 79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
22 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
23 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
24 litigation, taking into account all relevant factors, present and potential. The Parties further
25 acknowledge that they are each represented by competent counsel and that they have had an
26 opportunity to consult with their counsel regarding the fairness and reasonableness of this
27 Settlement.

1 80. Invalidity of Any Provision: Before declaring any provision of this Agreement
2 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
3 consistent with applicable precedents so as to define all provisions of this Agreement valid and
4 enforceable.

5 81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
6 class certification for purposes of this Settlement only; except, however, that either party may
7 appeal any court order that materially alters the Settlement Agreement's terms.

8 82. Class Action Certification for Settlement Purposes Only: The Parties agree to
9 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
10 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
11 that certification for purposes of the Settlement is not an admission that class action certification
12 is proper under the standards applied to contested certification motions and that this Agreement
13 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
14 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
15 to the Settlement's terms.

16 83. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
19 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
20 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
22 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
24 as an admission or concession by Defendant of any such violations or failures to comply with any
25 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
26 Agreement and its terms and provisions shall not be offered or received as evidence in any action
27 or proceeding to establish any liability or admission on the part of Defendant or to establish the
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1 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
2 local or other applicable law.

3 84. Captions: The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 85. Waiver: No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
8 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
9 right or remedy.

10 86. Enforcement Action: In the event that one or more of the Parties institutes any legal
11 action or other proceeding against any other Party or Parties to enforce the provisions of this
12 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
13 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
14 and costs, including expert witness fees incurred in connection with any enforcement actions.

15 87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
16 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
17 against one Party than another merely by virtue of the fact that it may have been prepared by
18 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
19 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

20 88. Representation By Counsel: The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
22 and that this Agreement has been executed with the consent and advice of counsel and reviewed
23 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
24 Agreement.

25 89. All Terms Subject to Final Court Approval: All amounts and procedures described
26 in this Settlement Agreement herein will be subject to final Court approval.

27 90. Cooperation and Execution of Necessary Documents: The Parties agree to
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1 cooperate to promote participation in the Settlement, and in seeking court approval of the
2 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
3 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
4 settlement agreement waivers or *Pick Up Stix* agreements or arbitration agreements from any Class
5 Member during the Settlement approval process prior to the funding of the Gross Settlement
6 Amount and will work in good faith to reach an agreement approved by the Court. Defendant
7 further agrees that it will not oppose Plaintiff's motion for preliminary approval or motion for final
8 approval. Defendant further agrees to provide a declaration in support of Plaintiff's motion for
9 preliminary approval. Defendant further agrees to provide necessary financial information if
10 requested by the Court.

11 91. Confidentiality: The Parties and their counsel agree to keep the terms of the
12 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
13 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
14 any contact with the press, respond to any press inquiry or have any communication with the press
15 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
16 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
17 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
18 Settlement Agreement or limit Class Counsel's communications with the Class Members in
19 furtherance of approval of this Settlement.

20 92. Binding Agreement: The Parties warrant that they understand and have full
21 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
22 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
24 provisions that otherwise might apply under federal or state law. The Parties agree that the Court
25 shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of
26 Civil Procedure section 664.6 upon notice motion of any party.

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Dated: 6/17/2025

PLAINTIFF

By: ^{Signed by:} Hector Sandoval
0F604222720040B...
Hector Sandoval

Dated: 6/17/2025

PROTECTION LAW GROUP, LLP

By: [Signature]
Ryan T. Chuman
Arnel O. Tan
Joseph O. Marshall
Christine V. Reyes
Attorneys for Plaintiff

Dated: 6/13/2025

DEFENDANT
W BROTHERS LANDSCAPE, INC.

By: [Signature]
B545095D8B08408...
Name: Christopher Warkenton
Title: President

Dated: 6/13/2025

BREMER WHYTE BROWN & O'MEARA, LLP

By: ^{Signed by:} Jonathan Cothran
A6F549D58F40423...
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EXHIBIT B

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6 *Attorneys for Plaintiff*
7 HECTOR SANDOVAL

8 Jonathan P. Cothran (SBN 259210)
9 jcothran@bremerwhyte.com
Kristen K. Paolucci (SBN 167452)
10 kpaolucci@bremerwhyte.com
11 **BREMER, WHYTE, BROWN & O'MEARA, LLP**
20320 Birch Street, 2nd Floor
12 Newport Beach, California 92660
Telephone: (949) 221-1000
13 Facsimile: (949) 221-1001

14 *Attorneys for Defendants*
W BROTHERS LANDSCAPE, INC.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF ORANGE**

18 HECTOR SANDOVAL, individually and on
19 behalf of others similarly situated, and as an
20 aggrieved employee and Private Attorney
General,

21 Plaintiff,

22 vs.

23 W BROTHERS LANDSCAPE, INC., a
24 California corporation; and DOES 1 through
50, inclusive,

25 Defendants.
26

Case No. 30-2024-01426168-CU-OE-CXC

*Assigned for all purposes to the Hon. Melissa
R. McCormick, Dept. CX104*

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: September 18, 2024
FAC Filed: November 25, 2024
Trial Date: Not Set.

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA

SETTLEMENT

Plaintiff Hector Sandoval, individually and on behalf of the Class, and Defendant W Brothers Landscape, Inc. (collectively the Parties) hereby agree to Amend the provisions of the Parties Joint Stipulation of Class Action and PAGA Settlement Agreement as follows:

DEFINITIONS

1. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed Thirty-Three and 1/3 Percent (33.3%) of the Gross Settlement Amount, i.e. One Hundred Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$156,666.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Two Thousand Dollars (\$22,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

2. "Class Period" means the period from September 18, 2020, through July 4, 2025.

3. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff Hector Sandoval, in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and other relevant factors. Defendant agrees not to oppose Plaintiff's request for an Incentive Payment of Five Thousand Dollars (\$5,000). Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement amount.

4. "PAGA Period" means the period from September 22, 2023, through July 4, 2025.

5. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employees social security

1 number or employee ID number and (b) the name of the case and case number; and (c) a written
2 statement of all grounds for the objection accompanied by legal support, if any, for such objection.
3 Class Members will be provided 60 days within which to submit objections. Class Members who
4 wish to object will need to mail those objections to the Settlement Administrator only. Class
5 Members will not be barred from appearing at the final approval hearing if they have not complied
6 with the objection procedures for mailing objections to the Settlement Administrator. The
7 Settlement Administrator shall provide counsel for the Parties with complete copies of all
8 objections received, including the postmark dates or fax timestamps for each objection, within five
9 (5) calendar days of receipt. Plaintiff's Counsel will provide copies of any objections and
10 supporting documents to the Court at least ten (10) days before the Final Approval Hearing. An
11 Objection Form that will accompany the Class Notice is attached hereto as **Exhibit B**.

12 6. "Released Class Claims" means claims that are alleged, or that reasonably could
13 have been alleged, based on the facts asserted in the operative complaint in the Action. This release
14 shall apply to claims arising during the Class Period.

15 7. "Released PAGA Claims" means all claims for civil penalties under the California
16 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
17 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint. This
18 release shall apply to claims arising during the PAGA Period and shall bind the PAGA Members
19 in the same manner as an action brought by the government. *See Arias v. Superior Court*, 46 Cal.
20 4th 969 (2009).

21 8. "Released Parties" means Defendant W Brothers Landscape, Inc., and its officers,
22 directors, employees, and agents.

23 9. "Request for Exclusion" means a valid and timely written statement submitted by
24 a Class Member requesting to be excluded from the settlement of the Released Class Claims. To
25 be effective, the Request for Exclusion must contain (a) the Class Member's name, address,
26 telephone number, and the last four digits of the Class Member's Social Security number and/or
27 the Employee ID number and (b) a clear statement requesting to be excluded from the settlement
28

1 of the class claims. The Request for Exclusion shall not be effective as to the release of claims
2 arising under PAGA. A Request for Exclusion Form is attached hereto as **Exhibit C**.

3 **“TERMS OF AGREEMENT**

4 10. Funding of the Gross Settlement Amount: Defendant will fund the Gross
5 Settlement Amount of (\$470,000.00) into a Qualified Settlement Fund (“QSF”) within sixty (60)
6 days of the Court granting preliminary approval Defendant shall provide all information necessary
7 for the Settlement Administrator to calculate necessary payroll taxes including its official name,
8 8-digit state unemployment insurance tax ID number, and other information requested by the
9 Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

10 11. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
11 of the Effective Date, the Settlement Administrator will issue payments for: (a) Individual
12 Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency;
13 (c) the Plaintiff’s Incentive Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement
14 Administration Costs.

15 12. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
16 motion by Class Counsel for attorneys’ fees of not more than One Hundred Fifty-Six Thousand
17 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$156,666.67) plus the reimbursement of
18 costs and expenses associated with the litigation and settlement of the Action, in an amount not to
19 exceed Twenty-Two Thousand Dollars (\$22,000.00), both of which will be paid from the Gross
20 Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class
21 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
22 Members as provided in this Agreement.

23 13. Plaintiff’s Incentive Payment: Defendant agrees not to oppose or object to any
24 application or motion by Plaintiff for Class Representative Incentive Payment of Five Thousand
25 Dollars (\$5,000). Plaintiff’s Incentive Payment is in exchange the time, effort and risk in bringing
26 and prosecuting the Action amongst other relevant factors. Any portion of the requested Plaintiff’s
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1 Incentive Payment that is not awarded to the Class Representative shall be reallocated to the Net
2 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

3 14. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
4 will be used to satisfy the class portion of Participating Class Members Individual Settlement
5 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
6 is as follows:

Gross Settlement Amount:	\$ 470,000.00
Plaintiff's Incentive Payment:	\$ 5,000.00
Class Counsel's Fees:	\$ 156,666.67
Class Counsel's Costs:	\$ 22,000.00
PAGA Payment:	\$ 35,000.00
Settlement Administration Costs:	\$ 4,990.00
Estimated Net Settlement Amount:	\$246,343.34

14 15. Notice: All Class Members will be mailed a Notice in both English and Spanish
15 containing the Forms attached as Exhibit A-C as approved by the Court. Each Notice will provide:
16 (a) a summary of the provisions of the Settlement; (b) the total number of Workweeks each
17 respective Class Member worked for Defendat during the Class Period; (c) each Class Member's
18 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
19 Payments; (d) the dates which comprise the Class Period; (e) instructions on how to opt-out of and
20 object to the Class Portion of the Settlement; (f) the deadlines by which the Class Member must
21 postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (g) the
22 claims to be released, as set forth herein; and (h) the date for the final approval hearing.

23 16. Disputed Information on Notice: Class Members will have an opportunity to
24 dispute the information provided in their Notice. To the extent Class Members dispute the number
25 of Workweeks with which they have been credited or the amount of their Individual Settlement
26 Payment, Class Members may produce evidence to the Settlement Administrator showing that
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Dated: 2/24/2026

PLAINTIFF

By: Signed by:
H. Sandoval
87834222720C4BB...
Hector Sandoval

Dated: 2/25/2026

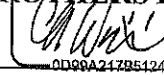
PROTECTION LAW GROUP, LLP

By: 
Heather Davis
Christine V. Reyes
Attorneys for Plaintiff

Dated: 2/25/2026

DEFENDANT

W BROTHERS LANDSCAPE, INC.

By: 
0D98A247B542496
Name: Chris Warkenton
Title: CEO

Dated: 2/25/2026

BREMER WHYTE BROWN & O'MEARA, LLP

By: Signed by:
Jonathan Cothran
AGE548D58E10433
Jonatha P. Cothran
Kristen K. Paolucci
Attorneys for Defendant

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Sandoval v. W Brothers Landscape, Inc.

Orange County Superior Court, Case No. 30-2024-01426168-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees who worked for W Brothers Landscape, Inc. in the state of California, at any time from September 18, 2020, through July 4, 2025.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Hector Sandoval ("Plaintiff") a former employee of W Brothers Landscape, Inc. ("Defendant") on September 18, 2024. The case is currently pending in the Orange County Superior Court, Case No. 30-2024-01426168-CU-OE-CXC.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Hector Sandoval, also known as "Plaintiff"), sued on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant W Brothers Landscape, Inc. in the state of California as non-exempt employees at any time from September 18, 2020, through July 4, 2025. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On July 4, 2025 the Court granted preliminary approval of the Settlement, appointed Plaintiff Hector Sandoval as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class ("Class Counsel"). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on _____.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between September 18, 2020, and July 4, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Four Hundred and Seventy Thousand Dollars (\$470,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 30% of the Gross Settlement Amount or One Hundred and Forty-One Thousand Dollars (\$141,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Two Thousand Dollars (\$22,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00);
- D. **Settlement Administration Costs** not to exceed Four Thousand Nine Hundred Ninety Dollars (\$4,990.00); and
- E. **PAGA Payment** in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$27,750.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$12,250.00) will be distributed to the non-exempt employees who worked for Defendant from September 22, 2023, to July 4, 2025, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from September 18, 2020, through July 4, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment from September 18, 2020, through July 4, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. The parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes. Although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute. The Settlement Administrator's contact information is listed below:

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and its officers, directors, employees, and agents.

The "Released Class Claims" include all claims, that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action.

The "Class Period" during which the release of Released Class Claims pertains is from September 18, 2020, to July 4, 2025.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California between September 22, 2023, and July 4, 2025, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative complaint.

The "PAGA Period" during which the release of the Released PAGA Claims pertains is from September 22, 2023, to July 4, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment for your *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit the Request for Exclusion Form included with this Notice. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

Your Request for Exclusion Form must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive a portion of the Net Settlement Amount, as defined in Item 5, above. You will only receive your *pro rata* share of the PAGA Payment if you worked between September 22, 2023, and July 4, 2025, because the Request for Exclusion does not apply to the PAGA claim.

But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
D. Luke Clapp Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$141,000.00 and reimbursement of litigation cost/expenses of up to \$22,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. An Objection Form has been provided along with this Notice for your use. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 2:00 p.m. on August 27, 2026, in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Orange County Superior Court's website at <https://www.occourts.org/general-information/remote-appearance-information>.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.occourts.org

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [www.settlement.com](#) or by contacting the Settlement Administrator or Class Counsel.

Class Administrator

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

Class Counsel

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
D. Luke Clapp Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

The Settlement Administrator will post all key documents on its website, including the operative complaint, the settlement agreement and any amendments, the class notice and any included forms, the orders granting preliminary and final approval, and the judgment. Once a Judgment is entered it will be posted for at least 180 days.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

REQUEST FOR EXCLUSION FORM

Hector Sandoval v. W Brothers Landscape, Inc.

Orange County Superior Court Case No. 30-2024-01426168-CU-OE-CXC

IF YOU COMPLETE THIS FORM YOU WILL NOT RECEIVE YOUR SHARE OF CLASS SETTLEMENT BENEFITS UNDER THE SETTLEMENT

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

As stated in the enclosed Class Notice, if you do not complete and submit this form completely and by the deadline specified below, you will remain a Participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment.

If you do not want to participate in this Settlement, you may “opt out” of the Settlement. If you opt out of this Settlement, (a) you will not receive the Class Portion of your Individual Settlement Payment; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement or be heard at the Final Approval Hearing.

If you were employed at any time between September 22, 2023, and July 4, 2025, you will still receive a payment for claims arising under PAGA because you cannot opt out of the PAGA Released Claims. However, you will not receive the Class Portion of your Individual Settlement Payment.

To opt out, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before** **[insert Response Deadline]**.

Settlement Administrator.
Settlement Administrator Address

“I wish to exclude myself from the settlement reached in the matter of *Hector Sandoval v. W Brothers Landscape, Inc.* I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter.”

Employee Name (print clearly): _____

Employee Signature: _____

Date: _____

Address: _____

Last Four Digits of Employee’s

Social Security Number or

Employee ID Number _____

OBJECTION FORM

Hector Sandoval v. W Brothers Landscape, Inc.

Orange County Superior Court Case No. 30-2024-01426168-CU-OE-CXC

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Settlement Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this form accurately and in its entirety. You must mail this form to the Settlement Administrator at the address below so that it is postmarked **on or before [insert Response Deadline]**

Settlement Administrator
Settlement Administrator Address

Even if you submit an objection, you will (1) be bound by the terms of the Settlement, including the release of Released Class Claims, unless the Court does not approve the Settlement; and (2) receive your share of the penalties allocated to you based on the settlement of the California Private Attorneys General Act of 2004 ("PAGA") claim in the Action, as approved by the Court. You cannot object to the Settlement if you request exclusion from the Settlement. You may come to the Final Approval Hearing and be heard even if you do not complete this form.

1. CONTACT INFORMATION

First and Last Name: _____

Home Address: _____

Home Telephone Number: (____) _____

Last Four Digits of Social Security Number or Employee ID: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____ Dated: _____

Print Name: _____

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

Sandoval v. W Brothers Landscape, Inc.

Tribunal Superior del Condado de Orange, Caso No. 30-2024-01426168-CU-OE-CXC

ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.

LEA ESTE AVISO DETENIDAMENTE.

SUS DERECHOS LEGALES SE VERÁN AFECTADOS, TANTO SI ACTÚA COMO SI NO

Para: Todos los empleados actuales y anteriores por hora, no exentos, que trabajaron para W Brothers Landscape, Inc., en el estado de California en cualquier momento del 18 de septiembre de 2020 al 4 de julio de 2025.

INFORMACIÓN BÁSICA

1. ¿De qué trata este acuerdo?

Hector Sandoval ("Demandante"), inició una demanda el 18 de septiembre de 2024, un ex empleado de W Brothers Landscape, Inc. ("Demandado"). El caso está pendiente actualmente ante el Tribunal Superior del Condado de Orange, Caso No. 30-2024-01426168-CU-OE-CXC.

La demanda alega que el Demandado infringió secciones del Código Laboral de California y el Código de Negocios y Profesiones. Específicamente, el Demandante alega que el Demandado no proporcionaron períodos de comida y descanso conformes ni pagaron primas por períodos de comida y descanso, no pagaron adecuadamente a los empleados las horas extras, ni los salarios mínimos por todo el tiempo trabajado, no proporcionaron declaraciones de salarios precisas, no pagaron oportunamente todos los salarios durante el empleo ni todos los salarios adeudados al término del empleo, no mantuvieron registros precisos y mantuvieron prácticas comerciales desleales. El acuerdo también busca recuperar sanciones en virtud de la Ley de Procuradores Generales Privados de California ("PAGA"). La demanda reclama que los Demandados violaron el Código Laboral y el Código de Negocios y Profesiones de California, que otorgan a los Miembros de Clase, *entre otras cosas*, el derecho a reclamar daños, sanciones y recuperación.

2. ¿Por qué se trata de una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas Representantes de Clase (en este caso, Hector Sandoval, conocido como el "Demandante"), presentan una demanda en nombre de personas que parecen tener reclamaciones similares (en este caso, todas las personas que fueron contratadas por el Demandado W Brothers Landscape, Inc., en el estado de California como empleados no exentos, del 18 de septiembre de 2020 al 4 de julio de 2025. Todas estas personas son referidas como Miembros de Clase. En esta demanda colectiva, un tribunal concilia los asuntos de todos los Miembros de Clase en una sola demanda, salvo los que deciden retirarse de la Clase. El Tribunal Superior del Condado de Orange está a cargo de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha decidido a favor del Demandante ni del Demandado. En su lugar, ambas partes acordaron una conciliación que se formaliza en la Estipulación Conjunta de Demanda Colectiva y Conciliación de PAGA ("Acuerdo" o "Conciliación"). El Tribunal concedió la aprobación preliminar del Acuerdo el 4 de julio de 2025 y designó al Demandante Hector Sandoval como Representante de Clase y a sus abogados de Protection Law Group como Abogados de Clase ("Abogados de la Clase"). El Tribunal aún no ha determinado si aprobará el acuerdo. Por el contrario, el Tribunal sólo ha determinado que el acuerdo se encuentra dentro del rango que podría ser aprobado. El Tribunal tomará una decisión definitiva sobre la aprobación del acuerdo en la Audiencia de Aprobación Final el _____.

¿QUIÉN PARTICIPA EN EL ACUERDO?

4. ¿Cómo sé si formo parte del acuerdo?

Usted es parte del Acuerdo y un Miembro de la Clase si trabajó para los Demandados como empleado pagado por hora, no exento, en el estado de California, en cualquier momento entre el 18 de septiembre de 2020 y el 4 de julio de 2025.

BENEFICIOS DE LA CONCILIACIÓN-LO QUE USTED OBTIENE

5. ¿Qué brinda el acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de cuatrocientos setenta mil dólares (\$470,000.00) ("Monto Total del Acuerdo"). Esto incluye todos los costes y honorarios de los Abogados de Clase.

El "Monto Neto del Acuerdo" es la parte del Monto Total del Acuerdo que estará disponible para su distribución entre los Miembros de Clase que no presenten solicitudes de exclusión válidas y a tiempo a cambio de la liberación de sus demandas colectivas. Este monto es el Monto Total del Acuerdo menos las siguientes deducciones (que están sujetas a la aprobación del Tribunal):

- A. **Honorarios de los Abogados de la Clase** no superarán un 30% del Monto Total del Acuerdo o ciento cuarenta y un mil dólares (\$141,000.00);
- B. **Costos/Gastos del Litigio para los Abogados de Clase** que no superen los veintidós mil dólares (\$22,000.00);
- C. **Pago de Incentivo al Representante de Clase** en un monto que no excede de dos mil quinientos (\$2,500.00);
- D. **Costes de Administración del Acuerdo** que actualmente se estiman en cuatro mil novecientos noventa dólares (\$4,990.00); y

E. **Pago de PAGA** por treinta y cinco mil dólares (\$35,000.00) por la conciliación de reclamaciones que surjan en virtud de la Ley General de Procuradores Privados de 2004 (PAGA). El sesenta y cinco por ciento (65%) de esta cantidad, o sea, \$27,750.00, deben ser pagados a la LWDA. El treinta y cinco por ciento (35%) o sea, \$12,250.00, se distribuirá entre los empleados no exentos que trabajaron para el Demandado del 22 de septiembre de 2023 al 4 de julio de 2025 por la liberación de sus reclamaciones que surjan bajo PAGA.

El monto al que usted tiene derecho a recibir de la conciliación, su "Pago Individual del Acuerdo", se determinará de forma *prorrataada* con base en el número de semanas que trabajó en California para el Demandado como empleado no exento del 18 de septiembre de 2020 al 4 de julio de 2025 ("Semanas laborales"). Su Pago Individual del Acuerdo incluye tanto su porción estimada del Monto Neto del Acuerdo como, si reúne los requisitos, su porción del Pago de PAGA.

Su Parte del Colectivo de su Pago Individual del Acuerdo se prorrateará en un veinte por ciento (20%) en concepto de salarios, un cuarenta por ciento (40%) para intereses y el cuarenta por ciento restantes (40%) para sanciones. La Parte de PAGA de su Pago Individual del Acuerdo será asignada como 100% a sanciones. La porción salarial del Pago Individual del Acuerdo estará sujeta a retención por impuestos de los empleados y se informará en un Formulario W-2. Los impuestos sobre la nómina del empleador se pagarán por separado y además del Monto Total del Acuerdo. Las porciones de sanciones e intereses de su Pago Individual del Acuerdo no estarán sujetas a retención alguna y se informarán en un Formulario 1099 del IRS.

Usted trabajó XXX semanas laborales durante el Período de Clase. La Parte del Colectivo de su Pago Individual del Acuerdo estimado es de \$XXX.XX. La cantidad del pago está sujeta a cambios y puede variar según el número de solicitudes de exclusión enviadas al Acuerdo, si hubiese.

Usted trabajó XXX semanas laborales durante el Período de PAGA. La Parte de PAGA de su Pago Individual del Acuerdo es de \$XXX.XX.

Este monto se determinó sobre la base de los registros del Demandado de su empleo entre del 18 de septiembre de 2020 al 4 de julio de 2025 y se presume correcto. Si usted impugna la exactitud de los registros del Demandado respecto del número de semanas trabajadas durante el Período de Clase, debe contactar al Administrador del Acuerdo y proporcionar cualquier documentación que pueda respaldar dicha impugnación antes del FECHA. Todas las disputas de las partes deben presentarse con el tribunal junto con la evidencia enviada y su resolución. Al administrador del acuerdo podría realizar la decisión inicial sobre las reclamaciones disputadas, el tribunal revisará cualquier decisión que el administrador del acuerdo haya realizado. La información de contacto del Administrador del Acuerdo es:

Apex Class Action LLC
PO Box 54668,
Irvine, CA 92619
(800) 355-0700

CÓMO OBTENER UN PAGO DEL ACUERDO

6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para tener derecho al pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Luego de que el Demandado haya financiado el Monto Total del Acuerdo por completo, a cambio de la consideración establecida por el Acuerdo, los Miembros de Clase que no envíen una solicitud de exclusión a tiempo exonerarán a las "Partes Exoneradas" de las "Reclamaciones Liberadas de Clase" que surgieron durante el "Período de Clase".

Las "Partes Exoneradas" incluyen al Demandado y sus oficiales, directores, empleados y agentes.

Las "Reclamaciones Liberadas de Clase" incluyen todas las reclamaciones que fueron alegadas, o que pudieron haber sido, con base a los hechos alegados en la denuncia operativa en la Demanda.

El "Período de Clase" al que la liberación de las Reclamaciones Liberadas de Clase pertenece es del 18 de septiembre de 2020 al 4 de julio de 2025.

Adicionalmente, todos los empleados pasados y actuales no exentos del Demandado que trabajaron por él en el estado de California entre el 22 de septiembre de 2023 y el 4 de julio de 2025 deben liberar las Reclamaciones Liberadas de PAGA que surgieron durante el Período de PAGA. Usted no puede retirarse de la liberación de las reclamaciones alegadas bajo la PAGA.

Las "Reclamaciones Liberadas de PAGA" incluyen: todas las reclamaciones por sanciones civiles bajo la Ley de Acción Privada del Fiscal General del 2004, que pudieron basarse en los hechos alegados en el Aviso de PAGA compartido con la LWDA y en la denuncia operativa

El "Período de PAGA" durante el cual corresponde la liberación de las Reclamaciones Liberadas de PAGA es el comprendido entre el 22 de septiembre de 2023 y el 4 de julio de 2025.

EXCLUIRSE DE LA EXONERACIÓN DE LAS RECLAMACIONES NO PAGA

Si desea conservar el derecho a demandar o continuar demandando a los Demandados respecto de las Reclamaciones Liberadas de Clase, deberá presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente. Si se excluye, no recibirá el pago del Monto Neto del Acuerdo. Sin embargo, si es elegible, aún recibirá un pago por un monto equivalente a su parte prorrateada estimada del Pago de PAGA, ya que la Solicitud de Exclusión no se aplica a esta reclamación.

8. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la exoneración de las Reclamaciones Liberadas de Clase, debe presentar una Solicitud de Exclusión por escrito. Esta solicitud debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social y/o su Número de Identificación de Empleado. Su Solicitud de Exclusión también debe incluir una declaración clara de que no desea ser incluido en esta demanda.

Su solicitud de exclusión debe enviarse por correo al Administrador del Acuerdo, a la dirección que se indica a continuación, con sello postal de correos antes del FECHA. No puede excluirse por teléfono.

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PO Box 54668;
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Si solicita ser excluido, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo y no podrá objetar el Acuerdo. No estará legalmente obligado por la exención de las Reclamaciones Liberadas de Clase.

Puede demandar al Demandado y/o a las Partes Exoneradas o continuar cualquier demanda pendiente que pueda tener contra el Demandado o las Partes Exoneradas, en relación con las Reclamaciones Liberadas de Clase.

9. Si no me excluyo, ¿puedo demandar al Demandado por lo mismo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de demandar al Demandado y a las Partes Exoneradas por las Reclamaciones Liberadas de Clase. Si tiene una demanda pendiente en relación con este tipo de reclamaciones, hable inmediatamente con su abogado en esa demanda.

10. Si me excluyo, ¿puedo obtener un pago por este acuerdo?

No. Si se retira, no recibirá una parte del Monto Neto del Acuerdo, tal como se define en la Sección 5 anteriormente. Usted recibirá únicamente su porción *prorrataada* del Pago de PAGA si trabajó entre el 22 de septiembre de 2023 y el 4 de julio de 2025 ya que la Solicitud de Exclusión no aplica a la reclamación de PAGA

Pero si se envía una solicitud de exclusión, puede retener cualquier derecho que pueda tener para demandar, continuar demandando o ser parte de una demanda distinta contra las Partes Exoneradas por las Reclamaciones Liberadas de Clase.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a PROTECTION LAW GROUP, LLP., como los Abogados de Clase. La información de contacto de la firma legal es:

PROTECTION LAW GROUP LLP

Heather Davis.
D. Luke Clapp.
Christine V. Reyes.
149 Sheldon Street
El Segundo, California 90245
Teléfono: (424) 290-3095
Fax: (866) 264-7880

Los Abogados de la Clase solicitarán al Tribunal honorarios de hasta \$141,000.00 y el reembolso de los costes y gastos del litigio de hasta \$22,000.00. Estas cantidades están sujetas a la aprobación del Tribunal, que podrá otorgar cantidades inferiores a las solicitadas.

OBJECIÓN AL ACUERDO

Puede objetar al Acuerdo o a alguna de sus partes.

12. ¿Cómo comunico mi objeción al Tribunal?

Si usted es un Miembro de Clase, puede oponerse al Acuerdo y exponer las razones por las que considera que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus opiniones. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el FECHA. Un Formulario de Objeción se le ha proporcionado junto con este Aviso para su uso. Su Objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social o de Identificación de Empleado, y la razón específica de su objeción. Puede también asistir a la Audiencia de Aprobación Final el FECHA y objetar en ese momento, independientemente de si ha enviado una objeción escrita.

13. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Solo puede objetar si permanece en la Clase. Excluirse es decirle al Tribunal que no desea formar parte del Acuerdo. Si se excluye, no tiene motivos para oponerse, ya que el caso ya no le afecta.

AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si otorga la aprobación definitiva del Acuerdo (“Audiencia de Aprobación Final”). Usted puede asistir, pero no está obligado a hacerlo.

14. ¿Cuándo y dónde decidirá el Tribunal si aprueba al acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Final el Agosto 27, 2026, a las 2:00 p.m., en el Tribunal Superior del Condado de Orange, Departamento CX105 ubicado en 751 West Santa Ana Blvd., Santa Ana, CA 92701.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si otorga su aprobación final. Si hay objeciones, el Tribunal las considerará.

15. ¿Debo asistir a la audiencia?

No. Si está de acuerdo con el Acuerdo, no tiene que acudir al Tribunal para hablar de él. Sin embargo, puede asistir. También puede contratar a su propio abogado, a sus expensas, para que asista en su nombre. Puede asistir en persona o de forma remota, si lo desea. Las comparencias remotas deben programarse a través del sitio web del Tribunal Superior del Condado de Orange: <https://www.occourts.org/general-information/remote-appearance-information>.

16. ¿Cómo sabré si se ha aprobado el acuerdo?

Se publicará un aviso de la sentencia definitiva en el sitio web www.occourts.org, del Administrador del Acuerdo.

SI NO HACE NADA

17. ¿Y si no hago nada?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Liberadas de Clase. No podrá iniciar, continuar ni ser parte de ninguna otra demanda contra los Demandados o las Partes Exoneradas relativa a las Reclamaciones Liberadas de Clase. Su Pago Individual del Acuerdo le será enviado por correo y permanecerá válido y negociable durante 180 días. Si usted no cobra su cheque del acuerdo dentro de los 180 días posteriores a la fecha del cheque, estos fondos serán transferidos al Fondo de Propiedad No Reclamada del Contralor del Estado de California. Puede contactarles para reclamar los fondos.

CÓMO OBTENER MÁS INFORMACIÓN

18. ¿Cómo puedo obtener más información?

Este Aviso resume el Acuerdo propuesto. Más detalles en el Acuerdo de Transacción. Puede obtener una copia del Acuerdo de Conciliación (1) consultando el acuerdo en el sitio web www.occourts.org del Administrador del Acuerdo, o sino contacte al Administrador o a los Abogados de Clase:

Administrador del Acuerdo

Apex Class Action LLC

PO Box 54668
Irvine, CA 92619
(800) 355-0700

Abogados de Clase

PROTECTION LAW GROUP LLP

Heather Davis.
D. Luke Clapp.
Christine V. Reyes.
149 Sheldon Street
El Segundo, California 90245
Teléfono: (424) 290-3095

Fax: (866) 264-7880

El Administrador del Acuerdo publicará en el sitio web de todos los documentos importantes, incluyendo la denuncia operativa, el acuerdo de transacción y cualquier enmienda presentada, el aviso colectivo y otros formularios, la orden preliminar otorgadas y la de aprobación final, así como la sentencia. Una vez la Sentencia es ingresada será publicada por al menos 180 días.

¿Y SI MI INFORMACIÓN CAMBIA?

19. ¿Qué ocurre si cambia mi información de contacto?

Es su responsabilidad informar al Administrador del Acuerdo de su información actualizada para garantizar la recepción de los pagos del Acuerdo o de las comunicaciones relacionadas con este asunto. Puede actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Hector Sandoval v. W Brothers Landscape, Inc.

Tribunal Superior del Condado de Orange, Caso No. 30-2024-01426168-CU-OE-CXC

SI COMPLETA ESTE FORMULARIO NO RECIBIRÁ SU PARTE DE LOS BENEFICIOS DEL ACUERDO COLECTIVO BAJO ESTE MISMO.

NO COMPLETE ESTE FORMULARIO SI DESEA PARTICIPAR DEL ACUERDO

Como se mencionó en el Aviso Colectivo, si no completa por completo y envía este formulario antes de la fecha límite, permanecerá como un Miembro de Clase Participante y, si el Tribunal aprueba el Acuerdo, será vinculado por todos los términos y las condiciones de este mismo y por la Sentencia.

Si **no desea participar en este Acuerdo**, puede “retirarse”. Si opta por no participar del Acuerdo, (a) **no recibirá** la Parte Colectiva de su Pago Individual del Acuerdo; (b) **no será** vinculado por los términos del Acuerdo y (c) no tendrá derecho a objetar al Acuerdo o ser escuchado en la Audiencia de Aprobación Final.

Si usted trabajó en cualquier momento del 22 de septiembre de 2023 al 4 de julio de 2025, recibirá un pago por las reclamaciones que surgieron bajo la PAGA ya que no puede retirarse de las Reclamaciones Liberadas de PAGA. Sin embargo, **no recibirá** la Parte Colectiva de su Pago Individual del Acuerdo.

Para retirarse, debe completar toda la información en la siguiente sección, firme y devuelva este Formulario al Administrador del Acuerdo a la siguiente dirección. **Esta Solicitud debe enviarse a tiempo, con sello postal a más tardar el Fecha Límite de Respuesta.**

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“Deseo excluirme del Acuerdo alcanzado en el asunto: *Hector Sandoval v. W Brothers Landscape, Inc.* Comprendo que, al excluirme, no recibiré ningún pago del acuerdo Colectivo alcanzado en este asunto.”

Nombre Empleado (impresión clara): _____

Firma Empleado: _____

Fecha: _____

Dirección: _____

Últimos Cuatro Dígitos del Empleado

Número de Seguro Social o

Número de Identificación del Empleado

FORMULARIO DE OBJECCIÓN

Hector Sandoval v. W Brothers Landscape, Inc.

Tribunal Superior del Condado de Orange, Caso No. 30-2024-01426168-CU-OE-CXC

INSTRUCCIONES: si desea expresar al Tribunal que no está de acuerdo con el Acuerdo o parte de él, puede realizar una objeción completando, firmando y devolviendo este Formulario de Objeción al Administrador del Acuerdo a la siguiente dirección. Por favor, mencione cada razón de su objeción y cualquier respaldo legal. Debe firmar y completar este formulario con veracidad y por completo. Debe enviar este formulario a la siguiente dirección con sello postal a más tardar el **Fecha Límite de Respuesta**.

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Aun enviando una objeción, usted (1) será vinculado por los términos del Acuerdo, incluyendo las Reclamaciones Liberadas de Clase, a menos que el Tribunal no apruebe el Acuerdo y (2) recibirá su parte de las sanciones asignadas basadas en el acuerdo de la reclamación en la Acción de la Ley de Acción Privada del Fiscal General de 2004 ("PAGA"), como ha sido aprobada por el Tribunal. No puede objetar al Acuerdo si ha enviado su exclusión del Acuerdo. Puede asistir a la Audiencia de Aprobación Final y ser escuchado aun si no presenta este formulario.

1. INFORMACIÓN DE CONTACTO

Primer Nombre y Apellido: _____

Dirección: _____

Teléfono: (____) _____

Últimos Cuatro Dígitos del Número de Seguro Social o de Identificación del Empleado: _____

2. RAZÓN PARA OBJETAR

Por favor, mencione cada razón por la cual no está de acuerdo con el acuerdo y su respaldo legal de su objeción:

Firma: _____ Fecha: _____

Nombre Impreso: _____