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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
OLD COUNTY COURTHOUSE**

LINO TORRES, as an individual, and on behalf
of all similarly situated employees,

Plaintiffs,

v.

MEDALLION LANDSCAPE
MANAGEMENT LLC; and DOES 1 to 100,
inclusive,

Defendant.

Case No.: **23CV415465**

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

Assigned for all purposes to:
Hon. Theodore Zayner, Dept. 19

Date: October 23, 2024
Time: 10:00 a.m.

Complaint Filed: May 1, 2023
Trial Date: None Yet Set

~~PROPOSED~~ ORDER

On October 23, 2024, Plaintiffs LINO TORRES and ROSALIO PINEDA (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (“Motion”) came on for hearing in Department 19 of the Superior Court of California, County of Santa Clara. The Court, having fully reviewed the motion for preliminary approval of class action settlement; points and authorities and declarations filed in support; and Stipulation of Class Action Settlement and Release (“Settlement”), including the Notice of Class Action Settlement (“Notice”); and in recognition of the Court’s duty to make a preliminary determination as to the reasonableness of any proposed Class Action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement.

IT IS HEREBY ORDERED:

1. The Settlement Agreement entered into by and between Plaintiffs individually and on behalf of Class Members (defined below) and Defendant MEDALLION LANDSCAPE MANAGEMENT LLC. (“Defendant”) the settlement is preliminarily approved, as the terms of the settlement are found to be fair, adequate and, reasonable.

2. The following class is conditionally certified for settlement purposes only: all non-exempt individuals who or were employed by Defendant during the period of May 1, 2019, through May 13, 2024 (“Class Period”).

3. Named Plaintiffs Lino Torres and Rosalio Pineda are appointed as the Class Representatives. Amir Seyedfarshi of Employment Rights Lawyers, APC and Tatiana Hernández of the Law Office of Tatiana Hernandez, P.C. are appointed as Class Counsel.

4. The Parties’ proposed notice plan is hereby approved as the best notice practicable. The proposed Settlement Class Notice is attached hereto as **Exhibit A** and is sufficient to inform the Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement, their right to exclude themselves from the Settlement and their right to object to the Settlement. The Settlement Class Notice will be accompanied by

1 an exclusion form and objection form that class members may use. The Court finds the notice
2 requirements of Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice
3 adequately advises Class Members of their rights under the Settlement. Any Exclusion request or
4 Objection shall be submitted to the Settlement Administrator rather than filed with the Court.
5 Counsel for the Parties are authorized to correct any typographical errors that may be discovered
6 in the Notice Packet and make clarification, to the extent some are found or needed, so long as
7 the corrections do not materially alter the substance of the Notice Packet.

8 5. ILYM Group, Inc. ("Settlement Administrator") is appointed to act as the
9 Settlement Administrator pursuant to the terms of the Settlement Agreement. Within fifteen (15)
10 days of the date of this order, Defendant will provide the Settlement Administrator with the class
11 information necessary to facilitate the mailing of the Notice Packet. No more than fourteen (14)
12 days after receiving the class information, the Settlement Administrator shall mail the Notice
13 Packet to all Settlement Class Members by regular First-Class Mail. The Settlement
14 Administrator is ordered to carry out the Settlement according to the terms of the Settlement
15 Agreement and in conformity with this Order, including disseminating the Notice Packet
16 according to the notice plan described in the Settlement Agreement in English and Spanish. The
17 Settlement Administrator shall file a declaration concurrently with the filing of any final approval,
18 authenticating a copy of every Exclusion request and Objection received by the Settlement
19 Administrator. The Settlement Administrator will give notice to any objecting party of any
20 continuance of the hearing for final approval. Based upon the cost estimate submitted by ILYM
21 Group, Inc., the Court preliminarily approves administration costs in the amount of thirteen
22 thousand dollars (\$13,000.00).

23 6. The notice response deadline will be sixty (60) calendar days from the date of the
24 initial mailing of the Notice Packet. The procedures and sixty (60) calendar day deadline for
25 members of the class to request exclusion from or to object to the Settlement is adopted as
26 described in the Settlement Agreement. Any Class Member who intends to object to final
27 approval of the Settlement Agreement must submit a written objection to the Settlement
28 Administrator by mail in accordance with the Settlement Agreement. Any opposition or reply to

1 any objection or the motion for final approval will be due according to Code of Civil Procedure
2 section 1005. An objecting party is not required to personally, or through counsel, appear at the
3 hearing on the motion for final approval for that party's objection to be considered nor is an
4 objecting party required to file or serve, or state in the objection a notice of intention to appear at
5 the hearing on the motion for final approval.

6 7. The Parties are ordered to carry out the settlement according to the terms of the
7 Settlement Agreement.

8 **RELEVANT DATES AND DEADLINES**

9 8. Defendants shall provide the Settlement Administrator with the following
10 information that is within Defendant's possession for each Class Member: (1) each Class
11 Member's first and last name; (2) last known mailing address; (3) social security number; and (4)
12 total number of workweeks during which the Class Member performed work during the Class
13 Period as a member of the Class. The data contained in the database shall remain confidential
14 and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the
15 Settlement Administrator to carry out the reasonable efforts required by the Settlement, or
16 pursuant to express written authorization by Defendants or by order of the Court. The Settlement
17 Administrator shall be authorized to use any reasonable practices to locate Class Members in
18 order to provide them with the Notice Packet and/or Settlement Payments. Neither Class Counsel
19 nor the Settlement Administrator may use the database for any purpose other than to administer
20 the Settlement as provided in the Settlement.

21 9. Within 10 days after Settlement Administrator receives Class Data, the Settlement
22 Administrator will mail a copy of the Notice Packet to all Class Members by first class regular
23 U.S. mail. The Settlement Administrator will engage in address searches consistent with their
24 normal practices in settlements of wage claims, including skip tracing. Any returned envelopes
25 from this mailing with forwarding address will be utilized by the Settlement Administrator to
26 forward the Notice Packet to the Class Members.

27 10. Each Notice will list the total workweeks worked by the Class Members during
28 the Class Period. To the extent a Class Member disputes the information listed on his or her

1 Notice, the Class Member may produce evidence to the Settlement Administrator showing the
2 number of weeks the Class Member contends to have worked during the Class Period. If there is
3 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
5 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
6 Settlement Administrator's determination of the eligibility for and amount of any Individual
7 Settlement Payment shall be binding upon the Class Members and the Parties.

8 11. All requests for exclusions must be submitted within sixty (60) calendar days of
9 the mailing of the class notice.

10 12. All written objections must be mailed to the Settlement Administrator and be
11 postmarked within sixty (60) calendar days of the mailing of the class notice. Any Objection must
12 be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class
13 Member; and (2) the basis for the objection.

14 13. The Court will conduct a Final Fairness Hearing on February 26, 2025 at
15 1:30 p.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and
16 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to
17 Class Counsel; and (3) the amount of Enhancement Payment to the Class Representative. If the
18 settlement is finally approved by the Court, Defendant will receive a release of claims as set forth
19 in the Settlement Agreement.

20 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per
21 code.

22 15. The Court reserves the right to continue the date of the Final Fairness Hearing
23 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
24 further applications arising out of or in connection with the Settlement.


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1 In the event the Settlement is not finally approved, or otherwise does not become effective
2 in accordance within the terms of the Settlement, this Order shall be rendered null and void and
3 shall be vacated, and the Parties shall revert to their respective positions as of before entering into
4 the settlement.

5
6 Dated: October 24, 2024



HON. Theodore Zayner
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*LINO TORRES and ROSALIO PINEDA, individually, and on behalf of all similarly situated
employees v. MEDALLION LANDSCAPE MANAGEMENT LLC*

Case No.: 23CV415465

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MEDALLION LANDSCAPE MANAGEMENT LLC (abbreviate name; “MEDALLION LANDSCAPE” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former MEDALLION LANDSCAPE employees Lino Torres and Rosalio Pineda (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for MEDALLION LANDSCAPE during the Class Period (May 1, 2019 to May 13, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for non-exempt hourly employees who worked for MEDALLION LANDSCAPE during the PAGA Period (April 30, 2022 to May 13, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring MEDALLION LANDSCAPE to fund Individual Class Payments, and (2) a PAGA Settlement requiring MEDALLION LANDSCAPE to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on MEDALLION LANDSCAPE’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to MEDALLION LANDSCAPE’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on MEDALLION LANDSCAPE’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires MEDALLION LANDSCAPE to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against MEDALLION LANDSCAPE.

If you worked for MEDALLION LANDSCAPE during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against MEDALLION LANDSCAPE.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against MEDALLION LANDSCAPE, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **OBJECT to the Settlement:** Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. There is no need to provide an advance notice to appear at the Final Hearing. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

MEDALLION LANDSCAPE will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against MEDALLION LANDSCAPE that are covered by this Settlement (Released Claims).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. MEDALLION LANDSCAPE must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. You do not need to provide advance notice to appear at the Final Approval Hearing. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to MEDALLION LANDSCAPE's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former MEDALLION LANDSCAPE employees. The Action accuses MEDALLION LANDSCAPE of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, wages in a timely manner and failing to provide meal periods, rest breaks, and separate meal and rest breaks. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Amir Seyedfarshi of Employment Rights Lawyers, APC and Tatiana Hernández of the Law Office of Tatiana Hernandez, P.C. (“Class Counsel”).

MEDALLION LANDSCAPE strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara’s Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.”

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether MEDALLION LANDSCAPE or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and MEDALLION LANDSCAPE hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (“Settlement”) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and MEDALLION LANDSCAPE have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, MEDALLION LANDSCAPE does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) MEDALLION LANDSCAPE has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. MEDALLION LANDSCAPE Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). MEDALLION LANDSCAPE has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, MEDALLION LANDSCAPE shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 30 days after the Judgment is final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$100,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$14,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each named Plaintiff and \$15,000.00 total as Class Representative Awards for filing the Action, working with Class Counsel, and representing the Class.
 - C. Up to \$13,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and MEDALLION LANDSCAPE are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest

("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and MEDALLION LANDSCAPE have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against MEDALLION LANDSCAPE. If the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, MEDALLION LANDSCAPE may, but is not obligated to, elect to withdraw from the Settlement.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against MEDALLION LANDSCAPE based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and MEDALLION LANDSCAPE have agreed that, in either case, the Settlement will be void: MEDALLION LANDSCAPE will not pay any money and Class Members will not release any claims against MEDALLION LANDSCAPE.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and MEDALLION LANDSCAPE has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against MEDALLION LANDSCAPE or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to provide separate rest and meal breaks; (4) waiting time penalties for failure to pay wages due on termination; (5) failure to pay wages; (6) failure to pay minimum wages; (7) failure to pay all overtime wages; and (8) failure to reimburse for business expenses in violation of Labor Code Sections 201, 202, 203, 204, 210, 226.7, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 as well as applicable IWC Wage Orders, section 12, and Section 17200 et seq. of the California Business and Professions Code, based on the foregoing. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. ^{viii}

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and MEDALLION LANDSCAPE has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against MEDALLION LANDSCAPE, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

MEDALLION LANDSCAPE or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Operative Complaint and the PAGA Notice, including (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to provide separate rest and meal breaks; (4) waiting time penalties for failure to pay wages due on termination; (5) failure to pay wages; (6) failure to pay minimum wages; (7) failure to pay all overtime wages; and (8) failure to reimburse for business expenses in violation of Labor Code Sections 201, 202, 203, 204, 210, 226.7, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 as well as applicable IWC Wage Orders.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in MEDALLION LANDSCAPE's records, are stated in the first page of this Notice. **You have until _____** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept MEDALLION LANDSCAPE's calculation of Workweeks and/or Pay Periods based on MEDALLION LANDSCAPE's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and MEDALLION LANDSCAPE's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final

decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as—"LINO TORRES and ROSALIO PINEDA, individually, and on behalf of all similarly situated employees v. MEDALLION LANDSCAPE MANAGEMENT LLC Case No.: 23CV415465," and include your identifying information (full name, and approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and MEDALLION LANDSCAPE are asking the Court to approve. **At least [REDACTED] days before the Final Approval Hearing,** Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/> or the Court's website <https://www.scscourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish

to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Lino Torres and Rosalio Pineda v. Medallion Landscape Management, LLC*, Case Number 23CV415465, and include your name, current address, telephone number, and approximate dates of employment for MEDALLION LANDSCAPE and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the **Final Approval Hearing on _____ at (time) _____ in Department [19]** of the Santa Clara Superior Court, located at 191 North First Street, San Jose, CA 95113 either in person, telephonically or through an attorney. There is no need to provide any advance notice to appear the final approval hearing.

Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 3 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Superior Court of California, County of Santa Clara Public Portal. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (<https://www.ilymgroup.com/cases>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything MEDALLION LANDSCAPE and Plaintiffs have

promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Santa Clara County Superior Court _____'s _____ website _____ at https://www.sccscourt.org/online_services/case_info.shtml _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.sccscourt.org/online_services/case_info.shtml) and entering the Case Number for the Action, Case No. 22CV398168. You can also make an appointment to personally review court documents in the Clerk's Office at the Santa Clara Courthouse by calling _408) 882-2100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Settlement Administrator:

ILYM Group, Inc.

Email:

2832 Walnut Ave., Suite C
Tustin, CA 92780
Phone: (888) 250-6810
Fax: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it

as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.