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9 Attorneys for Plaintiffs, MARK DOUGLAS, JR.
10 and RICHARD FALCON, on behalf of themselves
11 and all others similarly situated and aggrieved,

12 *(Additional Counsel on the next page)*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SACRAMENTO**

15 MARK DOUGLAS, JR. and RICHARD
16 FALCON, as individuals, and on behalf of all
17 others similarly situated,

18 Plaintiffs,

19 v.

20 TRUGREEN LIMITED PARTNERSHIP, a
21 Delaware limited partnerhsip; TRUGREEN
22 COMPANIES L.L.C., a Delaware limited
23 liability company; TRUGREEN, INC., a
24 Delaware corporation; and DOES 1 through
25 10, inclusive,

26 Defendants.

CASE NO.: 24CV003985

[Assigned for all purposes to ~~Hon. Lauri A.~~
~~Damrell~~ in in Dept. 8B]

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

~~CAPSTONE LAW APC~~

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Co-Counsel for Plaintiffs, MARK DOUGLAS, JR.

and RICHARD FALCON, on behalf of themselves

~~and all others similarly situated and aggrieved,~~

1 This Court, having considered the Motion of plaintiffs Mark Douglas, Jr. and Richard Falcon
2 (collectively, “Plaintiffs”) for Preliminary Approval of Class and Representative Action Settlement
3 and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary
4 Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan, Raul Perez, Mark Douglas, Jr.,
5 Richard Falcon, and Anthony Rogers, the Class and PAGA Settlement Agreement (“Settlement,”
6 “Agreement” or “Settlement Agreement”), the proposed Notice of Class Action Settlement and
7 Hearing Date for Final Court Approval (“Class Notice”), revised in accordance with Court’s order,
8 and other documents submitted in support of the Motion for Preliminary Approval, hereby
9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members,” “Class Members”) for the purpose of settlement only: all current and former non-
14 exempt employees who worked for defendants TruGreen Limited Partnership, TruGreen
15 Companies, LLC, and TruGreen, Inc. (collectively, “Defendants”) in the State of California during
16 the period from September 1, 2022 until December 31, 2024 (“Class Period”).

17 3. The Court preliminarily appoints the named plaintiffs Mark Douglas, Jr. and Richard
18 Falcon as Class Representatives, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C., and Raul Perez and Orlando Villalba of Capstone Law APC, as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice that has been revised
5 in accordance with the Court's order and submitted herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$395,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
12 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
13 to \$138,250.00, in addition to actual costs incurred of up to \$40,000.00; service award of up to
14 \$10,000.00 each to plaintiffs Mark Douglas, Jr. and Richard Falcon, for a total of \$20,000.00 to
15 Plaintiffs; costs of settlement administration of no more than \$8,450.00 and Private Attorneys
16 General Act of 2004 ("PAGA") penalties in the amount of \$19,750.00, of which \$14,812.50 (75%)
17 will be paid to the Labor and Workforce Development Agency ("LWDA") and \$4,937.50 (25%) to
18 "Aggrieved Employees," defined as all persons employed by Defendants in California and classified
19 as non-exempt, hourly-paid employees who worked for Defendants during the period from March
20 16, 2023 through the end of the Class Period ("PAGA Period").

21 8. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be
22 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

23 9. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire
25 dates (as applicable), and termination dates (as applicable).

26 10. Defendants represent that Class Members worked approximately 8,313 workweeks
27 as of the date of the mediation. In the event the qualifying workweeks worked by Class Members
28 during the Class Period increases over 8,313 by more than 10%, Defendants shall have the option

1 to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage
2 increase in the number of workweeks worked by the Class Members above 10% (for example, if the
3 number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%) or (ii)
4 shorten the release period to an earlier date at which only the represented number of workweeks
5 plus 10% are covered by the Class Period. Based on its records, Defendants estimate that, (1) there
6 are 373 Class Members and 8,810 Total Workweeks during the Class Period and (2) there are 270
7 Aggrieved Employees who worked 6,394 Pay Periods during the PAGA Period. This information
8 shall be confirmed by the administrator after court approval.

9 11. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
10 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
11 \$8,450.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
12 the class.

13 12. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
14 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
15 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
16 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
17 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
18 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

19 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
20 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
21 and restrict access to the Class Data to Administrator employees who need access to the Class Data
22 to effect and perform under the Agreement.

23 14. Before mailing Class Notices, the Administrator shall update Class Member
24 addresses using the National Change of Address database.

25 15. Attached as Exhibit 1 hereto is a copy of the proposed Class Notice, revised in
26 accordance with Court’s Order.

27 16. Using best efforts to perform as soon as possible, and in no event later than 14 days
28 after receiving the Class Data, the Administrator will send to all Class Members identified in the

1 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
2 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the
3 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
4 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
5 Pay Periods (if applicable) used to calculate these amounts.

6 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
7 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
8 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
9 Settlement. Class Members to whom Notice Packets are resent after having been returned
10 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
11 has expired.

12 18. Before the date by which Plaintiffs are required to file the Motion for Final Approval
13 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
14 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
15 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
16 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
17 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
18 number of written objections and attach the Exclusion List.

19 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
21 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
22 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
23 representative that reasonably communicates the Class Member’s election to be excluded from the
24 Settlement and includes the Class Member’s name, address and email address or telephone number.
25 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

26 20. Every Class Member who does not submit a timely and valid Request for Exclusion
27 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
28 bound by all terms and conditions of the Settlement, including the Participating Class Members’

1 Releases under the Agreement, regardless whether the Participating Class Member actually receives
2 the Class Notice or objects to the Settlement.

3 21. Only Participating Class Members may object to the class action components of the
4 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
5 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
6 and/or Class Representatives Service Payment. Participating Class Members may send written
7 objections to the Administrator, by mail. A Participating Class Member who elects to send a written
8 objection to the Administrator must do so not later than 45 days after the Administrator's mailing
9 of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re
10 mailed). In the alternative, Participating Class Members may appear in court (or hire an attorney to
11 appear in court) to present verbal objections at the Final Approval Hearing.

12 22. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
13 Request for Exclusion will control, and the Objection will be overruled.

14 23. Each Class Member shall have 45 days after the Administrator mails the Class Notice
15 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
16 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
17 Class Notice. The Class Member may challenge the allocation by communicating with the
18 Administrator via mail.

19 24. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts
20 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
21 Administrator no later than 7 days after the Effective Date.

22 25. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator
23 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
24 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
25 Counsel Litigation Expenses Payment, and the Class Representatives Service Payment.
26 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
27 and the Class Representatives Service Payment shall not precede disbursement of Individual Class
28 Payments, and the Individual PAGA Payments.

1 26. For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
3 the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
4 Aid at Work.

5 27. All papers filed in support of final approval, including supporting documents for
6 attorneys' fees and costs, shall be filed in conformity with Code of Civil Procedure section 1005

7 28. A Final Approval Hearing shall be held with the Court on January 15, 2027 at 9:00
8 a.m in Department 8B of the above-entitled Court to determine: (1) whether the proposed settlement
9 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
10 attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service award to the
11 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
12 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

13
14 **IT IS SO ORDERED.**

15 Dated: 09/03/2026




Peter K. Southworth, Judge
Judge of the Superior Court

EXHIBIT 1

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

Douglas et. al v. TruGreen Limited Partnership, et al.
(County of Sacramento, California Superior Court Case No. 24CV003985)

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendant TruGreen Limited Partnership, TruGreen Companies, LLC, and TruGreen, Inc. (collectively “Defendants” or “TruGreen”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the period from September 1, 2022, through December 31, 2024 (the “Class Period”).

- On March 1, 2024, former TruGreen employee Mark Douglas, Jr. (“Plaintiff Douglas”) filed a class action lawsuit against Defendants entitled *Douglas v. TruGreen*, pending in the Superior Court of California for the County of Sacramento, Case No. 24CV003985 (the “Lawsuit”). The operative Complaint (“Complaint”) asserts claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure timely to pay wages; (8) failure to indemnify business expenses; (9) violation of Labor Code section 227.3; and (10) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for alleged underlying violations of the Labor Code. TruGreen denies any liability or wrongdoing of any kind with respect to the Lawsuit’s allegations, and maintains that it has proper practices, but agreed to settle the Lawsuit to avoid the disruption and cost of ongoing litigation.
- On [REDACTED], the Sacramento County Superior Court granted preliminary approval of this class action settlement (the “Settlement”) and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement, you will not be bound by the

	class portion of the Settlement, and your Individual Class Settlement Payment will be allocated among the members of the Settlement Class. You cannot opt out of the PAGA portion of the proposed Settlement. You will still receive an individual PAGA settlement payment and release the Released PAGA Claims (described below). Instructions are set forth in Section 6 below.
OBJECT TO THE CLASS SETTLEMENT BUT YOU CANNOT OBJECT TO THE PAGA SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc. (“ILYM”), explaining why you object to the Settlement. The Administrator will forward your objection to counsel and it will be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You have the right address the Court at the Final Approval Hearing scheduled for January 15, 2027 at 9:00 a.m. in Department 8B of the Sacramento County Superior Court, Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814, or you may hire an attorney to appear on your behalf at your own cost.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS	The amount of your Individual Class Settlement Payment depends on how many workweeks you worked during the Class Period, and the amount of your individual PAGA settlement payment depends on how many pay periods you worked during the PAGA Period. If you disagree with the information in Section 4 below, you must challenge it by [Response Deadline].

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

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on January 15, 2027 at 9:00 a.m., in Department 8B of the Sacramento County Superior Court, Tani G. Cantil-Sakauye Courthouse, located at 500 G Street, Sacramento, CA 95814. You are not required to attend the Hearing, but you are welcome to do so.

1. Why Am I Receiving This Notice?

You have received this Notice because you have been identified as a member of the Class, defined as all non-exempt employees who worked for Defendants in certain non-exempt hourly positions at any time during the Class Period

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to grant final approval of the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the

settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What is This Case About?

On March 1, 2024, Plaintiff Douglas filed a Class Action complaint against Defendants for alleged violations of the California Labor Code in the Lawsuit. On May 20, 2024, Plaintiff filed a First Amended Complaint against Defendant adding a claim for civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA) for the alleged violations of the Labor Code asserted in the Class Action. On April 17, 2024, Richard Falcon (“Plaintiff Falcon”) also filed a separate Class Action complaint against Defendants for the same alleged violations of the California Labor Code in the Superior Court of California for the County of Los Angeles. As part of this Settlement, the Parties stipulated to leave for Plaintiff Douglas to file a Second Amended Complaint in the first-filed Class Action that adds Plaintiff Falcon as a Class Representative. The Second Amended Complaint filed in the Douglas Class Action on December 18, 2025 is referred to as the “Operative Complaint.”

Defendants deny and dispute all of the claims asserted against it. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for all wages due under California law; that Class Members properly received all meal and rest periods or premiums in lieu of meal and rest periods; that Defendants timely reimbursed Class Members for all necessary business expenses, that Defendants complied with California wage statement requirements; that Defendants timely paid all wages and accrued, unused, vested vacation time, during employment and upon separation or termination of employment; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Lawsuit; and that the Lawsuit cannot be maintained as a class action.

The Court has not decided whether Defendants or Plaintiff is correct. To avoid additional expense, inconvenience, and risks of continued litigation, however, the Parties have agreed to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial.

The Court granted preliminary approval of the Settlement on [DATE] by Order entered [DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative and David D. Bibiyan of Bibiyan Law Group, P.C. and Raul Perez and Orlando Villalba of Capstone Law APC to serve as Class Counsel.

3. Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for a Gross Settlement Amount of \$395,000.00 with no reversion to Defendants. The Gross Settlement Amount includes: (1) Administration Expenses up to \$8,450.00 (subject to Court approval); (2) Class Representative Service Payments to both Plaintiffs in the amount of up to \$10,000.00, for a total of \$20,000, for their time and effort in pursuing this case; (3) attorneys’ fees of up to 35% of the Gross Settlement Amount—\$138,250.00.00 [unless increased pursuant to the Settlement Agreement]; (4) litigation costs up to \$40,000.00 to Class Counsel, according to proof; and (5) PAGA penalties totaling \$19,750.00, of which \$14,812.50 (75%) will be paid to the LWDA and \$4,937.50 (25%) will be distributed to Aggrieved Employees. After deducting these sums, the remainder (the “Net Settlement Amount”) will be available for distribution to Class Members. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendants. The Net Settlement Amount will be distributed to Participating Class Members pro rata based on Workweeks worked during the Class Period.

This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. Distribution to Class Members

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 any Class Member challenges regarding 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. Within 7 days of the order granting final approval, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. Within 7 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees. The “Effective Date” means the date the Judgment is final and is no longer subject to appeal.

Class Members who do not opt out will receive a pro rata payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in qualifying hourly-paid, non-exempt positions for Defendants in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Participating Class Eligible Workweeks) × Individual’s Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the \$4,937.50 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee during the PAGA Period.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are an Aggrieved Employee, you will receive your pro rata share regardless of whether you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payment.

Defendants’ records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California in a qualifying position during the Class Period and [PAGA Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated Individual Class Payment would be \$[Estimated Class Payment] and your estimated Individual PAGA Payment would be \$[Estimated PAGA Payment]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you. You may submit your challenge via email, fax, or mail using the contact information in section 7 below.

5. Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share. The tax issues for each individual are unique, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Legal Aid at Work.

6. Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, a check for your Individual Class Settlement Payment and, if applicable, your pro rata PAGA Settlement Amount will automatically be mailed to you to the same address as this class notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____. If you do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

The Court will hold a Final Approval Hearing on January 15, 2027, at 9:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 14 days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, 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 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and Operative Complaint including: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) non-compliant wage statement and failure to maintain payroll records; (6) waiting time penalties; (7) failure to timely pay wages during employment; (8) unreimbursed business expenses; ; (9) violations of Labor Code Section 227.3; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

Release of PAGA Claims: For the duration of the PAGA Period, all 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 facts stated in the Action, Operative Complaint and the PAGA Notice (“PAGA Released Claims”).

“Released Parties” means TruGreen Limited Partnership, TruGreen Companies LLC, and TruGreen, Inc., the named Defendants in the Action and each of their subsidiaries, affiliates, shareholders, current and former

employees, members, agents, predecessors, successors and assigns.

If you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Defendant Releasees about the Class Released Claims resolved by this Settlement. It also means that all of the Court's orders in the Lawsuit will apply to you and legally bind you.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after [Response Deadline], will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE]. Written requests for exclusion that are postmarked after [Response Deadline], will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you do not submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court or you may hire an attorney to appear on your behalf at your own cost.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object, and you will still be mailed a check for your Individual Class Settlement Payment and your Individual PAGA Payment.

7. Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for January 15, 2027 at 09:00 a.m. in Department
55580645.1 **Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

8B of the Sacramento County Superior Court Tani G. Cantil-Sakauye Courthouse, located at 500 G Street, Sacramento, CA 95814 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement. You may attend this hearing virtually by audio or video at <https://saccourt-ca-gov.zoomgov.com/j/16184738886>. You may also retain an attorney to represent you at the Hearing at your own expense. If the hearing is postponed, notice will be posted on the Settlement Administrator's website at _____. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/parties.aspx>) and entering the Case No. 24CV003985.

8. Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 8B of the Sacramento County Superior Court, Tani G. Cantil-Sakauye Courthouse, located at 500 G Street, Sacramento, CA 95814 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.saccourt.ca.gov/default.aspx>

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**