

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

<<PSA ID>>

ALFREDO RANGEL, individually and on behalf  
of other persons similarly situated,

Plaintiff,

vs.

ARBORWORKS, INC., a California corporation,  
and DOES 1-10,

Defendants.

Case No. RG19009624

**NOTICE OF PENDENCY OF CLASS ACTION  
SETTLEMENT**

[IMAGED FILE]

Hon. Winifred Smith

Dept. 21

Date Action Filed: March 5, 2019

**FINAL APPROVAL HEARING DATE:**

**SEPTEMBER 3, 2021**

**TIME: 10:00 a.m.**

*A court approved this notice. This is not an advertisement.*

**NOTICE**

**IF YOU WORK OR WORKED AS A NON-EXEMPT HOURLY-PAID EMPLOYEE OF ARBORWORKS, INC. (“ARBORWORKS” OR “DEFENDANT”) IN CALIFORNIA WHO PERFORMED TREE TRIMMING SERVICES AT ANY TIME FROM MARCH 5, 2015 THROUGH APRIL 27, 2020, YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.**

**ARBORWORKS’S RECORDS INDICATE THAT YOU WORKED AS A NON-EXEMPT HOURLY-PAID EMPLOYEE OF ARBORWORKS IN CALIFORNIA WHO PERFORMED TREE TRIMMING SERVICES AT SOME TIME BETWEEN MARCH 5, 2015 TO APRIL 27, 2020. BASED ON DEFENDANT’S RECORDS AND ASSUMING EVERY CLASS MEMBER PARTICIPATES IN THE SETTLEMENT, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT WILL BE APPROXIMATELY \$<<EstSetAmt>>.**

**You are NOT being sued.** However, your legal rights are affected whether you act or not.

ArborWorks **will not** fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

**PLEASE READ THIS NOTICE  
WHAT INFORMATION IS IN THIS NOTICE**

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### ***1. Why It Is Important To Read This Notice:***

The Superior Court of the State of California in and for the County of Alameda (the “Court”) has granted Preliminary Approval to a proposed settlement (the “Settlement”) of a class action lawsuit regarding wage and hour claims of persons who were employed by ArborWorks as hourly, non-exempt employees in California to perform tree trimming services. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

ArborWorks’ records show that you were employed by ArborWorks in California to perform tree trimming services as an hourly, non-exempt employee sometime between March 5, 2015 and April 27, 2020. Therefore, you are a “Class Member” in this Lawsuit.

The purpose of this Notice is to provide you with a brief description of the class action lawsuit, what investigation of the claims has taken place, and, finally, to inform you of the terms of the proposed Settlement and to discuss your rights and options in connection with the lawsuit and the Settlement.

### ***2. What The Case Is About:***

A former ArborWorks employee filed a lawsuit against ArborWorks alleging that it failed to pay minimum wages for off-the-clock work, failed to properly provide meal and rest breaks in accordance with California wage and hour laws, failed to provide accurate and itemized wage statements and failed to pay timely wages upon separation. Specifically, the employee sought damages, restitution, attorneys’ fees, and penalties on the basis of potential wage and hour violations, including without limitation, failure to pay minimum wages, meal and rest period violations under Labor Code § 226.7 and the applicable Wage Orders, failure to provide accurate wage statements under Labor Code § 226, failure to timely pay wages (including at termination of employment under Labor Code § 203), and such related and derivative claims under California Business & Professions Code section 17200 et seq. and Labor Code sections 2698 et seq. (“Private Attorney General Act”).

ArborWorks denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff’s or the Class members’ claims under any statute, wage order, common law, or equitable theory.

Notwithstanding ArborWorks’ denial of liability, it has chosen to resolve the matter based upon the terms and conditions set forth in the settlement agreement now before the Court for approval.

### ***3. What Is The Class Action Settlement?***

The Court must approve the terms of the class action settlement described below as fair and reasonable to the class. The settlement will affect all members of the class. This Notice will explain the terms of the settlement and the amount of money you may get.

### ***4. Why Did Defendant Join in This Notice?***

The Defendant does not admit to any of the claims alleged in the lawsuit and denies that it owes money for or related to alleged unpaid minimum wages, failure to timely pay wages at separation, any claim for failure to provide meal and rest periods or pay meal and rest period premiums, failure to provide accurate and itemized wage statements or any derivative claims for any of the above under Business & Professions Code sections 17200 et seq. and Labor Code sections 2698 et seq. The Defendant is settling the class action lawsuit as a compromise. The Defendant reserves the right to object to any claim if for any reason the settlement fails. The Court file has the settlement documents with more information on the lawsuit.

**5. Who Are The Plaintiffs in This Class Action?**

Alfredo Rangel is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of all other non-exempt hourly paid employees employed by ArborWorks to perform tree trimming services in California.

**6. Who Are The Attorneys Representing The Parties?**

| <b>Attorneys for Plaintiff &amp; the Class</b>  | <b>Attorneys for Defendant</b>   |
|---|--|
| MOSS BOLLINGER, LLP<br>Jeremy F. Bollinger<br>Dennis F. Moss<br>Kiara Bramasco<br>15300 Ventura Boulevard, Suite 207<br>Sherman Oaks, California 91403<br>Telephone: (310) 982-2984 | CKB VIENNA, LLP<br>Michael I. Kim<br>9531 Pittsburgh Avenue<br>Rancho Cucamonga, CA 91730<br>Telephone: (909) 980-1040 |

**7. What Do I Need To Do To Get Money From This Settlement?**

For purposes of the class action settlement, the Class Members are defined as all current and former non-exempt, hourly paid employees of ArborWorks who were employed in California to perform tree trimming services at any time between March 5, 2015 through April 27, 2020.

Class Members do not need to take any action to receive their share of the settlement fund. All Class Members who do not timely and effectively exclude themselves from the Settlement (“Verified Settlement Class Members”) will receive their share of the settlement fund.

Defendant will fund the settlement no later than September 18, 2021, unless the court grants final approval at a later date. If the Court grants approval after September 18, 2021, the settlement will be funded within fourteen (14) calendar days of the court granting final approval of the settlement. Distribution of the net settlement monies will be made to the Verified Settlement Class Members within 15 calendar days after funding of the settlement is complete. It is important to update any changes to your mailing address between now and October 4, 2021, by contacting the Settlement Administrator.

**8. How Do I Remove Myself From This Settlement?**

**Excluding Yourself from the Settlement.**

If you do not wish to take part in the settlement, you must submit a written request to the Settlement Administrator to be excluded from the Settlement. The written request must: (a) state your name, address, telephone number, last four digits of your Social Security Number, most recent job position held with Defendant and the dates (or approximate dates) of your employment; (b) clearly state that you wish to be excluded from the Settlement; (c) be addressed to the Settlement Administrator, Phoenix Settlement Administrators; and (d) be postmarked on or before May 17, 2021.

The Settlement Administrator is:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863

The Judgment following approval of the class action settlement by the Court will bind all Class Members who do not request exclusion from the class action settlement. Any class member who does not request exclusion may, if they wish, enter an appearance personally or through his or her own lawyer.

## ***9. What If I Disagree With The Terms Of The Settlement?***

### **Objecting to the Settlement**

If you wish to object to the Settlement, you shall file your objection with the Settlement Administrator. The objection should include your reasons for why the Court should not approve the settlement, your name, address, and phone number, and/or the name, address and phone number of the attorney representing you at your costs, if you have one. For an objection to be considered timely the Settlement Administrator must receive it no later than May 17, 2021. Counsel for the parties may oppose your objection in writing or orally at the hearing on Final Approval. Whether or not you appear at the hearing on Final Approval, the Court will consider all timely filed Objections. Please note, that Objections served later than May 17, 2021 shall be considered untimely and waived.

### **DO NOT TELEPHONE THE COURT.**

You may also, if you wish, appear at the Settlement Fairness Hearing set for September 3, 2021, at 10:00 a.m. in Dept. 21 of the Alameda County Superior Court and discuss your objections with the Court and the Parties.

## ***10. How Does The Settlement Affect My Rights?***

Attorneys for the Class, also known as “Class Counsel,” appointed and approved by the Court for settlement purposes only, will represent you.

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the settlement by the Court will bind all Class Members who do not request exclusion from the class action settlement. Any member who does not request exclusion may, if they wish, enter an appearance personally or through his or her own lawyer.

If the settlement is approved and you choose not to exclude yourself from the settlement, you will be forever barred from asserting any of the claims arising out of or relating to the lawsuit against Defendant (“Released Claims”<sup>1</sup>) and each of Defendant’s respective past, present and future parents, subsidiaries and affiliates, and related entities (“Released Parties”).

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<sup>1</sup> “Released Claims” means all claims under state, federal and local law arising out of the allegations made in the Complaint and that reasonably arise or could have arisen out of the facts alleged in the Complaint as to the Class Members, including claims for or related to alleged unpaid minimum wages (Labor Code §§ 1194, 1197, and 1197.1), failure to timely pay wages at separation (Labor Code §§ 201, 202, and 203), any claim for failure to provide meal and rest periods or pay meal and rest period premiums (Labor Code §§ 226.7 and 512), failure to provide accurate and itemized wage statements (Labor Code § 226), unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, injunctive relief, declaratory relief Business & Professions Code §§ 17200, et seq), PAGA claims for civil penalties due to any of the alleged Labor Code violations (Labor Code §§ 2698, et seq.) of Defendant by Plaintiff, interest, fees, costs, as well as all other claims and allegations alleged in the Complaint from March 5, 2019 through April 27, 2020.

## **11. How Much Can I Expect To Receive?**

Defendant will pay a Class Settlement Amount of \$300,000.00 (“Gross Settlement Amount”) to cover: (1) settlement payments to Verified Settlement Class Members; (2) approximately \$14,750 for the costs of administering the settlement; (3) Class Representative Service Award to the Plaintiff in the amount of \$7,500; (4) payment of \$4,500 to the California Labor and Workforce Development Agency (“LWDA”) for its portion of the PAGA penalties; (5) the Class Counsel Fees and Costs in the amount not to exceed \$100,000 and \$18,000, respectively; and (6) the employees’ share of payroll taxes. Defendant shall remit its share of the employer’s payroll taxes separate from the Gross Settlement Amount. All wages paid to Class Members shall be reflected on such Class Members’ W-2 forms unless such forms are unavailable, in which case a form 1099 shall be used.

The Net Settlement Amount will be apportioned among Settlement Class Members based on the number of workweeks worked during the Class Period. The estimated Net Settlement Amount is \$155,250.00.

The Individual Settlement Payments for each Verified Settlement Class Member shall be determined on a pro-rata basis based on the number of workweeks they worked during the Class Period.

Each Verified Settlement Class Member’s Individual Settlement Payment will be allocated as follows: 20% to satisfaction of claims for unpaid wages (subject to required wage withholdings and deductions) and 80% to the satisfaction of claims for interest and penalties including PAGA penalties.

An “Individual Settlement Payment” for each Class Member will then be determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the total number of workweeks the Settlement Class Member worked during the Class Period and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the Class Period. Employee taxes will be withheld from the wages portion only in accordance with the most recent W-4 or withholding instructions provided to Defendants, unless none is available, in which case a Form 1099 shall be used. Defendants’ employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI) in regard to the wage portion of the Individual Settlement Payments shall be paid by Defendants in addition to the Gross Settlement Amount. To the extent necessary to ensure the payment of all such tax obligations on the Individual Settlement Payments, the Individual Settlement Payments will be reduced by any such required tax obligations for wages for each Settlement Class Member. All wages paid to Settlement Class Members shall be reflected on their individual W-2 forms. All remaining portions of any Individual Settlement Payments made to Settlement Class Members shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the Individual Class Members.

**Defendant’s records indicate that you worked for a total of <<Weeks>> workweeks during the Class Period.**

**Based on the preceding information, your estimated settlement payment is \$<<EstSetAmt>>.**

**If you dispute the number of workweeks stated above, Defendant’s records will control unless you are able to provide documentation to the Settlement Administrator that establishes otherwise, and that Defendant’s records are mistaken. If there is a dispute about whether Defendant’s information, you must contact the Settlement Administrator. If the dispute cannot be resolved informally, the dispute will be resolved by the Settlement Administrator.**

**The Final Approval or Final Fairness Hearing will be on September 3, 2021. You are welcome to attend and be heard by the Court. The Court may change the date/time of the hearing, so you should consult the Court’s website or <http://www.phoenixclassaction.com/rangel-v-arborworks/> as the date approaches, if you want to appear. It is unnecessary to file an objection with the Court to be heard on matters unrelated to an objection. If you exclude yourself from the Settlement, you may not be heard at the Final Approval Hearing.**

**12. How Will the Attorneys for the Class and Class Representative Be Paid?**

The attorneys for the Representative Plaintiff and the Class will be paid from the Gross Settlement Amount. The actual amount of attorneys' fees awarded will be determined by the Court, but will not exceed \$100,000.00, plus reasonable actual costs not to exceed \$18,000. Additionally, Plaintiff will seek reimbursement for his services as Class Representative in an amount not to exceed \$7,500.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel at Moss Bollinger, LLP, Jeremy Bollinger, 15300 Ventura Boulevard, Suite 207, Sherman Oaks, California 91403, (310) 982-2984, or the Settlement Administrator at the telephone number listed below, toll free.

*Alfredo Rangel v. ArborWorks, Inc.*  
Settlement Administrator  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Phone: (800) 523-5773

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

**DATE: April 1, 2021**