

1/6/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 15 2020

[Signature]
Kimberly Kendt

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ARSENIA RODRIGUEZ, an individual, on
behalf of herself and all others similarly situated

Plaintiff,

v.

HORT TECH LLC, a California limited
liability company; HORT TECH, INC., a
California corporation; MONARCH
LANDSCAPE HOLDINGS, LLC; a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RIC1816212

Hon. Sunshine S. Sykes, Dept. 06

CLASS ACTION

~~SECOND AMENDED~~ [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: January 9, 2020

Time: 8:30 a.m.

Dept.: 06

Action Filed: August 7, 2018

Trial date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff ARSENIA RODRIGUEZ ("Plaintiff") and defendants Hort Tech LLC, Hort Tech, Inc.
3 and Monarch Landscape Holdings, LLC (all defendants collectively referred to herein as "Defendant")
4 have reached terms of settlement for a putative class action.

5 Plaintiff has filed a motion for preliminary approval of a class action settlement of the claims
6 asserted against Defendant in this action, memorialized in the JOINT STIPULATION AND
7 SETTLEMENT AGREEMENT filed with the Court on December 17, 2019. The JOINT STIPULATION
8 AND SETTLEMENT AGREEMENT is referred to herein as the "Agreement" or "Settlement."

9 After reviewing the Agreement, the Notice process, and other related documents, and having heard
10 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The Court finds that there is sufficient evidence to suggest that the terms of the
12 proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of
13 Civil Procedure § 382 and hereby grants preliminary approval of the class action Settlement. The final
14 determination of whether the terms of the class action Settlement are fair, reasonable, and adequate will
15 be made at the final approval hearing. In granting preliminary approval of the class action settlement
16 the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794
17 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re*
18 *Mircrosoft IV Cases*, 135 Cal. App. 4th 706 (2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
20 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the action. The Court finds that the risks of further prosecution are substantial.

25 3. The parties' Settlement is granted preliminary approval as it meets the criteria for
26 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the
27 proposed settlement Class of the terms of the proposed settlement.

1 4. The parties' proposed notice plan is constitutionally sound because individual notices
2 will be mailed to all Class Members whose identities are known to the parties, and such notice is the
3 best notice practicable. The parties' proposed Class Notice (attached to this Order as Exhibit A and
4 incorporated herein by this reference) is sufficient to inform Class Members of the terms of the
5 Settlement, their rights under the settlement, their rights to object to the Settlement, their right to receive
6 a payment under the settlement or elect not to participate in the settlement, and the processes for doing
7 so, and the date and location of the final approval hearing and are therefore approved.

8 5. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All persons who are, or have been employed, by either defendant Hort Tech
11 LLC or defendant Hort Tech, Inc. in California in a non-exempt position at any
 time during the period of August 7, 2014 to September 24, 2019.

12 6. Plaintiff ARSENIA RODRIGUEZ is appointed the Class Representative. The Court
13 finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation
14 and have no conflicts of interest with absent Settlement Class Members, and that they adequately
15 represented the interests of absent class members in the Litigation. Andranik Tsarukyan and Armen
16 Zenjiryan of Remedy Law Group LLP are appointed Class Counsel.

17 7. The Court appoints Phoenix Settlement Administrators to act as the Settlement
18 Administrator, who shall perform the duties set forth in the Agreement.

19 8. Class Members will be bound by the Agreement unless they submit a timely and valid
20 written request, containing all the requisite information required for an Exclusion Form as set forth in
21 the Class Notice, to be excluded from the Settlement within 45 days after mailing of the Class Notice
22 by Defendant or in accordance with the terms of the Agreement. The Exclusion Form is attached to
23 this Order as Exhibit B and incorporated herein by this reference.

24 9. Any Exclusion Form shall be submitted to the Settlement Administrator rather than
25 filed with the Court. Class members are not required to send copies of the Exclusion Form to counsel.
26 The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final
27 approval, authenticating a copy of every Exclusion Form received by the Settlement Administrator.

1 10. Prior to the Final Approval Hearing, Plaintiff shall file a motion for final approval of the
2 settlement.

3 11. Defendant is directed to provide the Settlement Administrator the names and most
4 recent known mailing addresses of Settlement Class Members, and any other information required in
5 accordance with the Agreement.

6 12. The Settlement Administrator is directed to mail the approved Class Notice by first-
7 class mail to the Class Members in accordance with the terms of the Agreement.

8 13. A final approval hearing will be held on June 10, 2020, at 8:30 a.m., in Department 06,
9 to determine whether the settlement should be granted final approval as fair, reasonable, and adequate
10 as to the Class Members. At that time, the Court will hear all evidence and arguments necessary to
11 evaluate the Settlement. Class Members and their counsel may support or oppose the Settlement, if
12 they so desire, in accordance with the procedures set forth in the Class Notice and this Order.

13 14. As set forth in the Class Notice, any Class Member may appear at the final approval
14 hearing in person or by his or her own attorney and show cause why the Court should not approve the
15 settlement, or object to the motion for awards of the Class Representative Enhancement Award and
16 Attorney's Fees and Costs. The Objection Form is attached to this Order as Exhibit C and incorporated
17 herein by this reference and shall be accompanied by the Class Notice. For any written comments or
18 objections to be considered at the hearing, the Class Member must submit a written objection in
19 accordance with the procedures and deadlines set forth in the Class Notice, or as otherwise permitted by
20 the Court. Any objecting Class Member may use the Objection Form accompanying the Class Notice.

21 15. Any objection shall be submitted in writing to the Settlement Administrator rather than
22 filed with the Court. Any objections must contain, at a minimum, the requisite information required
23 as set forth in the Class Notice. The Settlement Administrator will forward any Objection Forms it
24 receives to counsel for the parties. In the event there are any uncertainties related to an Objection Form
25 submitted by a Class Member, counsel for Plaintiff and Defendant shall meet and confer first to
26 determine whether such uncertainties can be resolved. If not, counsel for the parties shall inform the
27 Settlement Administrator who will reach out to the objecting party to resolve any such uncertainty.

1 16. The Settlement Administrator shall file a declaration concurrently with the filing of any
2 motion for final approval, authenticating a copy of every Objection Form received by the Settlement
3 Administrator.

4 17. The Court reserves the right to continue the date of the final approval hearing without
5 further notice to Class Members.

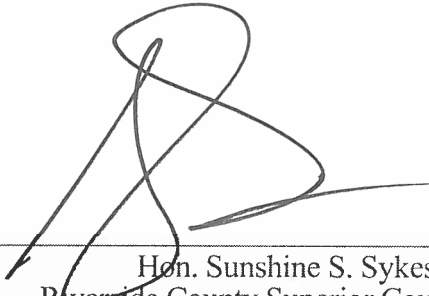
6 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing
7 of the motion for final approval.

8 19. The Court retains jurisdiction to consider all further applications arising out of or in
9 connection with the settlement.

10
11 **IT IS SO ORDERED.**

12
13 Dated: _____

1/15/20

14 

Hon. Sunshine S. Sykes
Riverside County Superior Court Judge

EXHIBIT A

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT ("PAGA")
SETTLEMENT**

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected by whether you act or don't act. Please read it carefully.

TO: All persons who were employed by defendant Hort Tech LLC or Hort Tech, Inc. in California in a non-exempt position at any time during the period of August 7, 2014, to [Preliminary Approval date].

On [Preliminary Approval Date], the Honorable Sunshine S. Sykes of the California Superior Court, County of Riverside ("Court"), granted preliminary approval to a proposed class action settlement ("Settlement") of the lawsuit entitled *Arsenia Rodriguez v. Hort Tech LLC, et al.* Case No. RIC1816212 ("Class Action"), and ordered the litigants to notify all class members about the Settlement.

The Court has certified the following class for settlement purposes:

All persons who are, or have been employed by either defendant Hort Tech LLC or defendant Hort Tech, Inc. in California in a non-exempt position at any time during the period of August 7, 2014, to [Preliminary Approval date] ("Class" or "Class Members").

The Court has also approved a settlement of claims under the Private Attorney General Act ("PAGA") for:

All persons who are, or have been employed by either defendant Hort Tech LLC or defendant Hort Tech, Inc. in California in a non-exempt position at any time during the period of August 21, 2017, to [Preliminary Approval date] ("PAGA Employees").

You are receiving this Notice of Class Action Settlement ("Notice") because either Hort Tech LLC's or Hort Tech, Inc.'s (collectively, "Defendants") records indicate that you are a Class Member who may be entitled to participate in the Settlement. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received this Notice?

Defendants' records indicate that you may be a Class Member and/or PAGA Employee. The Settlement will resolve all Class Members' released claims, as described below, from August 7, 2014 through December 20, 2019 (the "Release Period"). You are a member of the Class if you were employed as a non-exempt employee by Defendants in the State of California during the period of August 7, 2014 to December 20, 2019 ("Class Period").

A Preliminary Approval Hearing was held on December 20, 2019 in the California Superior Court, County of Riverside. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court also approved the PAGA settlement (described in Question 12 below).

The Court will hold a final fairness hearing concerning the proposed settlement on [the date of final approval hearing], 2020 at [time a.m./p.m.] before Judge Sunshine S. Sykes located in Department 06 at the Riverside County Superior Court at 4050 Main Street, Riverside, California 92501.

2. What is this Case About?

The action entitled *ARSENIA RODRIGUEZ v. HORT TECH LLC, et al.* Case No. RIC1816212 was commenced by Plaintiff Arsenia Rodriguez ("Plaintiff") in the Riverside County Superior Court as a putative class action. Plaintiff also pursued various claims as private attorneys general against Defendants under Labor Code sections 2699 et seq. and the California Private Attorney General Act of 2004 ("PAGA").

Plaintiff, on her own behalf and on behalf of other current and former non-exempt employees, alleged in the Class Action that Defendants: 1) failed to provide legally-compliant meal periods; 2) failed to provide legally-compliant rest periods; 3) failed to pay overtime wages for all hours worked; 4) failed to pay minimum wage for all hours worked; 5) failed to maintain legally-required records; 6) failed to provide accurate, itemized wage statements; and 7) failed to timely pay wages owed to all employees during each pay period and upon termination of employment. Defendants deny all of these allegations and contend that Plaintiff's claims lack merit. Defendants contend that they have: (1) properly paid all current and former employees for all time worked, including minimum wages and overtime; (2) provided all current and former employees with proper and legally-compliant meal periods and rest breaks; (3) timely paid all wages owed to all current and former employees during each pay period and former employees upon termination of employment; (5) provided all current and former employees with accurate and legally-compliant wage statements; and (6) maintained all legally-required records for all current and former employees.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants.

After an exchange of relevant information and evidence, Plaintiff and Defendants (the "Parties") have decided to enter into the Settlement to resolve the Class Action. The law firm representing the Plaintiff – Remedy Law Group LLP ("Class Counsel") - has been appointed by the Court to represent the Class Members. Class Counsel has investigated and researched the claims and issues raised in the Class Action, as well as the law applicable to Plaintiff's claims and Defendants' defenses. While Class Counsel believes that the claims alleged in the Class

Action have merit, Class Counsel also recognizes that the risk and expense of continued litigation, including the risk that Defendants may prevail on their defenses, justify settlement. Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of Class Members, and Plaintiff has agreed to settle the Class Action as part of a compromise with Defendants. However, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final fairness hearing.

Defendants have denied, and continue to deny the factual and legal allegations in the Class Action and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Class Action, or that the Class Action can or should proceed as a class action. Defendants have agreed to settle the Class Action because of the risk and expense of continued litigation, and as part of a compromise with Plaintiff. And both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, the Parties avoid the risks and cost of a trial.

3. *Am I a Class Member?*

You are a member of the Class if you were employed by either defendant Hort Tech LLC or Hort Tech, Inc. in California in a non-exempt position at any time during the period of August 7, 2014 to December 20, 2019.

4. *How Does this Class Action Settlement Work?*

In this Class Action, Plaintiff sued on behalf of herself and all other similarly-situated employees. Plaintiff and these other current and former employees comprise the Class for purposes of settlement. The settlement of this Class Action resolves certain claims of the Class and all Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

5. *Who are the Attorneys Representing the Parties?*

Class Counsel	Defense Counsel
<p>Andranik Tsarukyan, Bar No. 258241 Armen Zenjiryan, Bar No. 261073 REMEDY LAW GROUP LLP 610 E. Providencia Avenue, Unit B Burbank, CA 91501 Telephone: 818.422.5941 Attorneys for Plaintiff, Arsenia Rodriguez</p>	<p>Tao Y. Leung, Bar No. 254265 Hogan Lovells US LLP 1999 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 Telephone: 310.785.4600 Facsimile: 310.785.4601</p> <p>Michael DeLarco Hogan Lovells US LLP 390 Madison Avenue New York, NY 10017 Telephone: 212.918.3000 Facsimile: 212.918.3100</p> <p>Defendants Hort Tech LLC and Hort Tech, Inc.</p>

The Court has decided that REMEDY LAW GROUP LLP is qualified to represent you and all other Class Members simultaneously. As part of this settlement, Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Hort Tech LLC and Hort Tech, Inc. will take no actions against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an individual settlement share based on the total number of workweeks you were employed as a non-exempt employee in California during the Release Period. You will release all of the claims defined in Section No. 9 below, and you will give up your right to pursue the claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will **not** receive an individual settlement share and you will not give up the right to sue Defendants and other entities for any of the claims as defined in Section No. 9 below. If you are a PAGA Employee, you will, however, still release the PAGA Released Claims and receive a payment from the PAGA Fund (described in Question 12).
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled "How do I Opt Out or Exclude Myself from this Settlement" and "How do I Object to the Settlement?"

7. How do I Opt Out or Exclude Myself from this Settlement?

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by sending a timely written request that contains your name, address, telephone number, the last four digits of your Social Security number, and the name of the case and case number (entitled *Rodriguez v. Hort Tech LLC, et al.*, Case No. RIC1816212) "Request for Exclusion".

If you opt out of the Settlement, you will not be releasing the claims set forth in Question 9.

The exclusion form must include your name, signature, address, telephone number, and last four digits of your Social Security number. Sign, date, and send the Exclusion Form via First Class U.S. Mail, postmarked no later than [the

Response Deadline], or via facsimile to: Rodriguez v. Hort Tech LLC, c/o Phoenix Class Action Administration Solutions, 1411 N. Batavia St., Suite 105, Orange, CA 92863, facsimile number: [fax number] ("Settlement Administrator"). Enclosed is an exclusion form you may use should you wish to opt out of the Settlement.

The Court will exclude any Class Member who submits a complete and timely exclusion form as described in the paragraph above. Exclusion forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely exclusion form on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any judgment entered in the Class Action if the Settlement receives final approval from the Court.

8. *How do I Object to the Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement by informing the Settlement Administrator in writing of your objection. To do so, you must submit a valid, written objection on or before [the Response Deadline]. All objections must state: (a) state your full name, address, and telephone number; (b) describe, in clear and concise terms, the grounds for objection; (c) identify the name of the case (*Rodriguez v. Hort Tech LLC, et al., Case No. RIC1816212*); (d) be submitted to the Settlement Administrator; and (e) be filed or postmarked on or before [the Response Deadline].

Class Members who timely file valid objections to the Settlement may appear at the final fairness hearing, either in person or through the objector's own counsel. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the final fairness hearing.

If the Court rejects the Notice of Objection, the Class Member will receive an individual settlement share and will be bound by the terms of the Settlement.

9. *How does this Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not validly opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants and One Rock Capital Partners, LLC, and their past, present, and future officers, directors, employees, and agents ("Released Parties"). from the released claims described below.

Released Claims.

The claims released are as follows: any and all claims under the California wage orders of the Industrial Welfare Commission (8 Cal. Code. Regs. sections 11010, *et seq.*)), California Labor Code, California Business & Professions Code (including but not limited to Business & Professions Code section 17200), California Code of Civil Procedure, the Private Attorneys General Act of 2004, as well as any and all debts, rights, demands, liabilities, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions, or causes of action, of whatever kind or nature, whether known or unknown, contingent or accrued, from August 7, 2014 through December 20, 2019, and any and all claims under California, federal, or local law that arise out of or relate to the allegations asserted in the Class Action, which are asserted in the Class Action, were or could have been pled based upon the factual allegations contained in the Class Action and those based on the facts and claims asserted in the pleadings or Plaintiff's PAGA letter for (1) failure to provide meal

periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to maintain required records; (6) failure to provide accurate wage statements; and (7) any related claims for unfair business practices in violation of California's Business and Professions Code, Section 17200. The claims released include all claims described above—that is, those claims that are or reasonably could have been asserted in the First Amended Complaint—whether known or unknown. Thus, if a Class Member participates in the Settlement, then even if the Class Member discovers facts in addition to, or different from, those that he or she now knows or believes to be true or otherwise fails to discover facts with respect to the subject matter of the claims released, those claims will remain released and forever barred. The claims released include any and all claims for wages, bonus pay, reporting time pay, commissions, incentive pay, overtime pay, premium pay such as meal and rest period premiums, final wages, minimum wages, off-the-clock work, business expense reimbursement, penalties such as penalties for incorrect wage statements, wages due on termination, liquidated damages or any pay, premium, or penalty provided for under the California Labor Code or other applicable wage-and-hour statute. All of the aforementioned collectively are referred to as “Released Claims.”

10. *How Much Can I Expect to Receive From This Settlement?*

The Parties have agreed to settle Plaintiff's and the Class Members' claims in exchange for a “Gross Settlement Amount” of \$800,000.00. This amount is inclusive of: (1) individual settlement payments (“Individual Settlement Shares”) to Class Members who do not opt out of the Settlement (“Participating Class Members”); (2) payment of up to \$7,500 to Plaintiff for her service as a Class Representative (“Class Representative Enhancement”); (3) up to \$266,666.67 in Attorneys' Fees and up to \$10,000 in Costs for Class Counsel's prosecution of the Class Action; (4) a \$10,000 payment in connection with the settlement of claims under the PAGA; and (5) up to \$17,500 in Settlement Administrator fees and expenses. All of these payments are subject to Court approval.

After deducting the above-referenced items, the remaining amount (“Net Settlement Amount”) will be proportionately distributed amongst all Participating Class Members. The Settlement Administrator will calculate the Individual Settlement Shares for Participating Class Members. Each Participating Class Member's gross Individual Settlement Share shall be determined based on the following formula:

- (a) the total number of workweeks for all Participating Class Members during the Class Period will be calculated (“Total Workweeks”)
- (b) dividing the Net Settlement Amount by the Total Workweeks worked by all Participating Class Members (“Individual Settlement Share Workweek Value”); and by
- (c) multiplying the Individual Settlement Share Workweek Value by the total number of Workweeks worked by the Participating Class Member;
- (d) The gross amount of each Individual Settlement Share will be reduced by required withholding and deductions for employee taxes on the wage portion of the Individual Settlement Share;
- (e) The entire Net Settlement Amount will be disbursed to all Participating Class Members.

The value of each Participating Class Member's individual settlement share ties directly to the amount of Workweeks that he or she worked. It is estimated the average class member will receive approximately \$501.63, with the approximate range of payment ranging between \$11 to over \$2,500 per Participating Class

Member. The gross amount of each individual settlement share will be reduced by required withholding and deductions for employee taxes on the wage portion of the individual settlement share on the terms set forth in this Joint Stipulation and Settlement Agreement. In no event shall the total individual settlement shares paid to Participating Class Members exceed the Net Settlement Amount. If Workweek data is not available for any Participating Class Member, that Participating Class Member's total Workweeks shall be calculated using some other reasonable basis, such as the first and last dates of employment with Defendant but excluding any leave or non-work periods exceeding three (3) consecutive days.

Twenty percent (20%) of your individual settlement share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your individual settlement share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your individual settlement share payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099. Participating Class Members should consult their tax advisors about the tax consequences of the individual settlement shares they receive under the Settlement.

If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed checks to The Boys & Girls Clubs of Coachella Valley.

11. What are the PAGA Released Claims?

If you were employed by either Defendant in the State of California during the period of August 21, 2017 to December 20, 2019 you are a PAGA Employee. The Court approved the PAGA settlement on December 20, 2019.

As part of the Settlement, Defendants have agreed to pay a PAGA Payment of \$10,000.00. Seventy-five percent (75%) of this payment goes to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) is divided amongst PAGA Employees. The 25% that goes to PAGA Employees is called the PAGA Fund.

The PAGA Fund is allocated to each PAGA Employee based on the number of weeks worked by each PAGA Employee during the period of August 21, 2017 to December 20, 2019. The amount of the PAGA Fund paid to each PAGA Employee ("Individual PAGA Share") shall be determined based on the following formula:

- (a) the total number of workweeks for all PAGA Employees from August 21, 2017 to [Preliminary Approval date] ("PAGA Period") will be calculated ("Total PAGA Workweeks")
- (b) dividing the PAGA Fund by the Total PAGA Workweeks ("PAGA Workweek Value");
- (c) multiplying the PAGA Workweek Value by the total number of Workweeks worked by the PAGA Employee during the PAGA Period.

Plaintiff, on behalf of herself, all aggrieved employees, and as a representative of the State of California as a private attorney general, and all PAGA Employees, fully release and forever discharge the Released Parties (described above) from any and all claims for PAGA penalties under Labor Code Sections 2698, et seq. from August 21, 2017 to December 20, 2019 ("PAGA Released Claims").

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all PAGA claims that were raised, or could have been raised based on the factual allegations contained in the First Amended Complaint and Plaintiff's PAGA letter, during the period of August 21, 2017 to December 20, 2019. In order for the Released Parties to achieve a full and complete release, each PAGA Employee acknowledges that this Settlement is intended to include, in its effect, all PAGA claims of any nature. As a result of this Release, the PAGA Employees will be unable to bring a claim under the California Private Attorneys General Act, and California Labor Code Sections 2698 et seq. for any alleged violations of the PAGA Released Claims that took place between August 21, 2017 through December 20, 2019. For the avoidance of doubt, the PAGA Released Claims also include any and all claims and related PAGA penalties alleged in the First Amended Complaint, as well as any and all PAGA penalties that were, or could have been, pled based upon the factual allegations contained in the First Amended Complaint, or were or could have been pled based upon the factual allegations contained in Plaintiff's PAGA letter.

If you are a PAGA Employee and opt-out of the Settlement, you will still receive an Individual PAGA Share and will still be releasing the PAGA Released Claims. If you are a Class Member who does not opt-out of the Settlement and you are also a PAGA Employee, you will receive a single check that combines your Individual Settlement Share and your Individual PAGA Share.

If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed checks to The Boys and Girls Clubs of Coachella Valley.

* * *

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you should contact the Settlement Administrator at the following address and toll-free telephone number listed below, Class Counsel, or to Defense Counsel. Please refer to the Rodriguez v. Hort Tech LLC Class Action Settlement.

Phoenix Class Action Administration Solutions
1411 N. Batavia St., Suite 105, Orange, CA 92863
[phone number]

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. The complete terms and conditions of the Settlement are contained in the Settlement Agreement and other case-related documents, available at www.settlementwebsite.com. You may also refer to the Exhibit 1 of the Declaration of Andranik Tsaryukyan in Support of Plaintiff's Amended Motion for Preliminary Approval of Class Action Settlement, filed on November 22, 2019, which is on file with the Court at the Riverside Superior Court. The Riverside Superior Court is located at 4050 Main Street, Riverside, California 92501 and is open between 8:30 a.m. and 4:00 p.m. You may also obtain and examine the online pleadings and other records in the Class Action on the Riverside County Superior Court's website at <http://www.public-access.riverside.courts.ca.gov/OpenAccess/>. To find the Class Action records, select "Riverside Public Access – Civil", then select "Search by Case Number" and enter "RIC" in the Case Type field, and then "1816212" in the Case Number field, and then select the hyperlink for the Case Number. Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Phoenix Class Action Administration Solutions
1411 N. Batavia St., Suite 105, Orange, CA 92863
[phone number]

ARSENIA RODRIGUEZ v. HORT TECH LLC, et al. Case No. RIC1816212

**TO BE EFFECTIVE, THIS DOCUMENT MUST BE POSTMARKED NO LATER
THAN *****, 2020 AND MUST BE SENT BY FIRST CLASS U.S. MAIL
TO THE ABOVE ADDRESS.**

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ARSENIA
RODRIGUEZ V. HORT TECH LLC ET AL.* LAWSUIT, RIVERSIDE COUNTY SUPERIOR COURT
CASE NO. RIC1816212. IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION
SETTLEMENT REFERRED TO IN THE NOTICE ACCOMPANYING THIS REQUEST FOR
EXCLUSION FORM, AND I UNDERSTAND THAT I WILL NOT RECEIVE ANY MONEY FROM
THE SETTLEMENT.

I confirm that I was employed by Hort Tech, LLC and/or Hort Tech, Inc. as a non-exempt employee
during the Class Period. I confirm that I have received Notice of the proposed Settlement in this action, that I
have decided to exclude myself from the Class, and that I have decided not to participate in the proposed
Settlement.

Dated: ____ / ____ / ____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name)

(____) ____ - ____
(Telephone number)

(Street Address)

(City, State, Zip)

EXHIBIT C

OBJECTION FORM

Class Administrator:
Phoenix Class Action Administration Solutions
1411 N. Batavia St., Suite 105, Orange, CA 92863
[phone number]

ARSENIA RODRIGUEZ v. HORT TECH LLC, et al. Case No. RIC1816212

TO BE EFFECTIVE, THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN ***, 2020 AND MUST BE SENT BY FIRST CLASS U.S. MAIL TO THE CLASS ADMINISTRATOR AT THE ABOVE ADDRESS. THE OBJECTION FORM SHOULD NOT BE FILED WITH THE COURT.**

I HEREBY OBJECT TO THE PROPOSED SETTLEMENT IN THE *ARSENIA RODRIGUEZ V. HORT TECH LLC ET AL.* LAWSUIT, RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC1816212.

Basis of Objection (add additional sheets if necessary):

I hereby confirm that I was employed by Hort Tech, LLC and/or Hort Tech, Inc. during the Class Period as a non-exempt employee. I understand that by submitting this Objection Form, attorneys for Plaintiff Arsenia Rodriguez and Defendants Hort Tech, LLC and Hort Tech, Inc. may contact me to clarify any uncertainties they have regarding the basis of my objection and I hereby consent for them to do so.

Dated: ____ / ____ / ____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name)

(____) ____ - ____
(Telephone number)

(Street Address)

(City, State, Zip)