

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS, PLEASE READ IT CAREFULLY.***Roldan v. Bland Landscaping Co., Inc.*United States District Court for the Western District of North Carolina,  
Civil Action No. 3:20-CV-00276-KDB-DSC**NOTICE OF PROPOSED CLASS AND COLLECTIVE-ACTION SETTLEMENT**

To: &lt;&lt;FullName&gt;&gt;

Re: Settlement of claims on behalf of employees who were employed as Foremen at Bland Landscaping, Inc., for alleged unpaid wages.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	<p>If you do nothing, you will still receive the monetary award available to you under the Settlement, but you will not release any claims you may have under the Fair Labor Standards Act (“FLSA”).</p> <p>In consideration for the monetary award you will receive, you will release any claims under the North Carolina Wage and Hour Act (“NCWHA”).</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>If you do not wish to participate in the Settlement, you may exclude yourself by following the instructions in Section 10.B below.</p> <p>Only those individuals who exclude themselves will retain any right they may have to pursue their own lawsuit or claims under the NCWHA in the future. However, applicable statutes of limitations may affect any potential claims under the NCWHA. Individuals who request exclusion will not release any NCWHA claims as part of this Settlement, but <i>also will not receive any monetary award as part of the Settlement.</i></p>
<b>OBJECT</b>	<p>If you were employed by Bland Landscaping as a foreman at any time from February 22, 2017, until September 6, 2022, and do not exclude yourself by following the instructions in Section 10.B below, you can write the Court about why you object to the Settlement.</p>

**These Rights and Options – And the Deadlines to Exercise Them – Are Explained in this Notice.****1. INTRODUCTION**

The Court has preliminarily approved a proposed Settlement in this case. This is a Court-authorized notice. This is not a solicitation from a lawyer.

The approximate amount that you will receive based on the number of overtime hours you worked while working at Bland Landscaping is <<estAmount>> before tax deductions. Settlement payments will be made if the Court approves the Settlement.

**You have received this notice because records indicate you were employed and worked at Bland Landscaping as a Foreman sometime during the period from February 22, 2017, until September 6, 2022.**

If the Settlement is approved by the Court, you will be mailed a check within approximately sixty-six (66) days after the Court grants final approval of the settlement. Your estimated check amount is included in this Notice. Cashing the check will operate as if you had consented to join the lawsuit as a party plaintiff under 29 U.S.C. § 216(b), and you will release all claims you may have against Defendant under both state and federal laws or the NCWHA and the FLSA, as described in Section 14, below.

Alternatively, if you wish, you can exclude yourself from the Settlement. However, if you exclude yourself and wish to pursue claims against Defendant, you will have to file a new lawsuit and represent yourself or hire a lawyer to represent you in that new lawsuit. Statutes of limitations may affect any ability to bring potential claims.

If you were employed and worked at Bland Landscaping as a Foreman sometime during the period from February 22, 2017, until September 6, 2022, you can also object to the Settlement (but if you object, you cannot opt-out).

## **2. WHAT IS THIS CASE ABOUT?**

A former foreman, Manuel Roldan, has sued Bland Landscaping Company, Inc. (referred to in this notice as “Defendant”) claiming Defendant failed to pay all wages, including compensation pursuant to a fixed salary for all hours worked if, during any given week, they worked less than forty (40) hours.

Bland Landscaping Company, Inc. disputes these claims and has defended against the lawsuit. It denies its pay practices violated the law in any way. The foreman acknowledges that Defendant has since modified its policies referred to in the lawsuit.

The Court has allowed the lawsuit to be certified as a class action under the North Carolina Wage and Hour Act (“NCWHA”) and as a collective action under the Federal Fair Labor Standards Act (“FLSA”) on behalf of foremen affected by Defendant’s pay policies, but the parties have proposed a settlement of this case without admitting liability or wrongdoing of any kind, and the Court has authorized notice of that proposed settlement to people who may be eligible to participate in it.

## **3. WHAT SETTLEMENT PAYMENT WILL I RECEIVE IF I DO NOT OPT-OUT?**

If you do not opt-out of this settlement and the Settlement is approved by the Court, you will receive a check for the approximate amount stated above. This settlement amount will be treated as 50% wages income subject to standard payroll deductions and 50% non-wage income and shall be equally divided and reported on I.R.S. Forms W-2 (50%) and I.R.S. Forms 1099 (50%).

## **4. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

The Court certified the following collective/classes, meaning that individuals that fall within either of these two groups will be able to receive payment from the settlement, if they do not opt out of the settlement or request exclusion:

a. **FLSA Collective Members:** All non-exempt Foremen who were or are employed by Defendant in North Carolina at any time from February 22, 2017, through September 6, 2022, who were subject to Defendant's policies of using a fluctuating workweek method of compensation, who were not compensated for all hours worked, including hours over 40 per week, and who affirmatively opt into the action by cashing any settlement payment received through this settlement.

b. **Rule 23 Settlement Class Members:** All non-exempt Foremen who were or are employed by Defendant in North Carolina at any time from May 13, 2018, through September 6, 2022, who were subject to Defendant's policies of using a fluctuating workweek method of compensation, who were subject to deductions from their pay, and/or deductions from any promised wages, and who did not request to be excluded.

## 5. **WHAT ARE THE BENEFITS AND TERMS OF THIS SETTLEMENT?**

Pursuant to the Settlement, Defendant agreed to pay a total of \$1,750,000.00 (the "Gross Settlement Amount") in exchange for a release of all claims for alleged unpaid wages, overtime compensation, violations of wage and hour laws, liquidated damages, penalties, interest, Class Counsel's attorneys' fees, costs and expenses, costs of administering the Settlement, and all other settlement-related payments and costs.

There will be a hearing for final approval of the Settlement. If the Court approves the Settlement, and you do not opt-out of this settlement by **November 21, 2022**, you will receive the approximate settlement payment listed in this Notice. If you receive a payment, you will be responsible for paying any income taxes you owe as a result of the payment.

After settlement funds are used to pay (i) Class Counsel's attorney's fees, costs and expenses approved by the Court, (ii) service awards to the named Plaintiff and opt-in plaintiffs (which will be paid through the amount allotted for attorneys' fees), subject to approval by the Court, and (iii) costs of settlement administration, the remaining amount (the "Net Settlement Amount") will be distributed to all eligible individuals who remain in the class. Each Rule 23 Settlement Class Member who does not request to opt-out will be entitled to receive a share of the Net Settlement Amount, proportionate to their estimated actual damages as compared to the total estimated damages for the entire class. Individual Settlement Amounts will only be distributed to class members who do not opt-out.

The settlement distribution process will be administered by an independent, third-party Settlement Administrator approved by the Court.

**If you are sent a settlement check but fail to cash your check within 180 days after it is mailed, the Settlement Administrator will redistribute that money to the participating members in the settlement who *did* sign and cash their checks.**

**6. WHO IS CLASS COUNSEL?**

The Court appointed the following lawyers as Class Counsel to represent the Settlement classes:

Gilda Adriana Hernandez, Esq.  
Charlotte Smith, Esq.  
**THE LAW OFFICES OF GILDA A.  
HERNANDEZ, PLLC**  
1020 Southhill Drive, Suite 130  
Cary, NC 27513  
Tel: (919) 741-8693  
Fax: (919) 869-1853  
[rkreuz@gildahernandezlaw.com](mailto:rkreuz@gildahernandezlaw.com)  
[ggreen@gildahernandezlaw.com](mailto:ggreen@gildahernandezlaw.com)  
[hadkins@gildahernandezlaw.com](mailto:hadkins@gildahernandezlaw.com)

You do not need to hire your own lawyer because class counsel is working on your behalf in this case. You may, however, choose to hire your own lawyer, but you must do so at your own expense.

**7. ARE ATTORNEYS' FEES, COSTS, EXPENSES BEING SOUGHT?**

Yes. Since early 2020, Class Counsel has handled this case on a “contingent fee” basis and has not received any fees or payment for their work. Class Counsel has also advanced the costs of filing and pursuing this case on behalf of those individuals who worked as a Foreman at any time from May 13, 2017, until September 6, 2022. As part of the Settlement, Class Counsel will ask the Court to approve fees in the amount of one-third of the Gross Settlement Amount or \$583,333.33 and expenses in the amount of \$6,000. The Court may choose to award less than these amounts. The Court will make a final decision about the reasonableness of Class Counsel’s request at the final fairness hearing. Additional attorneys’ fees, costs, and expenses will not be deducted from your estimated settlement payment. Class Counsel’s Fees and expenses will be paid from the Gross Settlement Amount before your payment is calculated.

**8. ARE PLAINTIFF AND ANY OTHERS RECEIVING ADDITIONAL PAYMENT?**

Yes, if approved by the Court, Plaintiff will ask the Court to award Named Plaintiff Manuel Roldan up to \$45,000 and Opt-in Plaintiff J.M. Surles up to \$20,000 in service awards pursuant to the terms in Section III.B.3 of the settlement agreement between the parties dated August 19, 2022, (the “Settlement Agreement”). This amount, however, will be deducted from Plaintiff’s Attorneys’ Fees, not from the gross settlement fund.

The service awards are being requested for Named and Opt-in Plaintiff who joined and/or actively aided in the prosecution of the lawsuit prior to preliminary approval of the settlement, as well as their ongoing cooperation and contributions as plaintiffs, preliminary research efforts, engaging in numerous communications with Class Counsel prior to and/or throughout the duration of this Action, tirelessly committing to this Action, including contributions to written discovery, and depositions. The Court may deny these requests or award less than these amounts. The Court will make a final decision about the service awards at the final fairness hearing. As stated above, the service award payments will not be paid from the gross settlement fund or otherwise affect your individual settlement payments, as the requested

service awards will be deducted from the amount requested in Attorneys' Fees.

**9. HOW ARE THE SETTLEMENT ADMINISTRATOR'S EXPENSES BEING PAID?**

The costs of administering this Settlement will be paid out of the Gross Settlement Amount. Costs of administering this Settlement will be paid from the Gross Settlement Amount before your payment is calculated.

**10. WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?**

**A. Do Nothing:** If you do nothing, you will remain a member of the Rule 23 Class and will receive the settlement award amount stated in this Notice. In consideration for the settlement award and upon signing and cashing the settlement payment, you will release all FLSA and NCWHA claims described in Section 14 below. **If you do nothing, you will receive a settlement payment in the approximate amount noted above and pursuant to this Settlement.**

**B. Request to be Excluded:** If you were employed by Bland Landscaping as a foreman at any time from May 13, 2018, until September 6, 2022, and you do not want to participate in the settlement or to receive a settlement payment, you can request to exclude yourself in writing. Such written requests must clearly state that you wish to be excluded from the Settlement. Your request should say at the top of the letter, "Request for Exclusion from Settlement in *Roldan v. Bland Landscaping, Inc.*, Case No. 3:20-cv-00276-KDB-DSC," and should include your name, address, telephone number, and signature. All written requests for exclusion must be sent by First-Class U.S. Mail to the *Roldan v. Bland Landscaping, Inc.* Settlement Administrator **Attn: Exclusions**, CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 and must be postmarked on or before **November 21, 2022.**

**If You Exclude Yourself, You Will Not Receive Any Monies from the Settlement.**

Failure to include the required information or to timely submit your request to be excluded will still result in your receiving payment, remaining a member of the Rule 23 Settlement Class, and being bound by any final judgment.

If you validly and timely request exclusion from the Rule 23 Settlement Class, you will not be bound by any final judgment, and you will not be prevented from filing or prosecuting any individual claim you may otherwise have against Defendant under the NCWHA. However, statutes of limitations may separately affect your ability to bring claims against Defendant in a new lawsuit.

**C. Object:** If you are a Rule 23 Class Member – in other words, you worked for Bland Landscaping as a Foreman any time from May 13, 2018 until September 6, 2022, and you do not request to be excluded, you may object to the terms of the Settlement, to Class Counsel's request for attorneys' fees, costs, and expenses, and/or to Plaintiffs' request for service awards. If you object and the Settlement is approved, you will still be prevented from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment entered by the Court. If you object, you may, but are not required to, hire an attorney to represent you. If you hire an attorney, you will be responsible for your own attorneys' fees, costs, and expenses.

If you object to the Settlement, to the requested attorneys' fees, costs, expenses, and/or to the requested service awards, you must, on or before **November 21, 2022**, file a written objection with the U.S. District Court for the Western District of North Carolina at:

Clerk of Court  
U.S. District Court for the  
Western District of North Carolina  
401 West Trade Street, Room 1301  
Charlotte, NC 28202

You must also serve copies of your objection by mailing them to Class Counsel (at the addresses listed in Section 6, above) and Defense Counsel at:

<p>Debbie Whittle Durban, Esq. Matthew A. Abee, Esq. <b>NELSON MULLINS RILEY SCARBOROUGH LLP</b> 1320 Main Street, 17<sup>th</sup> Floor, Columbia, SC 29201</p>
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Your written objection should be labeled at the top of the page with the name and case number of this lawsuit (“*Roldan v. Bland Landscaping, Inc.*, Case No. 3:20-cv-00276-KDB-DSC”) and must state the nature of your objection. Any Rule 23 Settlement Class Member who submits a proper, timely objection may appear at the final fairness hearing, either in person or through a lawyer hired at his or her own expense.

Members of the Rule 23 Settlement Class who do not make proper objections by the deadline will lose the right to make objections and will not have the right to appeal approval of the Settlement or speak at the final fairness hearing.

The Court will consider any objections that are timely filed. This does not mean, however, that the Court will necessarily take action based on any objection. If the Court rejects your objection, you will still be bound by the terms of the Settlement and the Release of Claims described in Section 14 below.

#### **11. WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?**

If the Court approves the proposed Settlement, settlement checks will be issued to members of the Rule 23 Settlement Class who have not excluded themselves from the Settlement.

The Settlement will be binding on all individuals who do not timely and properly request exclusion. This means that all individuals who do not exclude themselves and sign and cash the settlement payments cannot bring their own lawsuits against Defendant for claims based on alleged violations of the NCWHA or any other wage and hour laws (including the FLSA) that arose while you were employed at Bland Landscaping from any time prior to September 6, 2022. This includes, but is not limited to, claims for back pay, liquidated damages, penalties, interest, and attorneys' fees, costs and expenses.

The scope of these releases is explained more fully in Section 14 below.

## 12. **WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?**

If the Court does not approve the proposed Settlement, the case will proceed in court as if no settlement had been reached. If the case proceeds in court, there is no guarantee that the classes will receive any payment for these claims.

## 13. **WHEN IS THE HEARING ON FINAL APPROVAL OF THIS SETTLEMENT?**

The Court will hold this hearing on **December 13, 2022 at 10:00 a.m.**, in Courtroom **4B**, United States Courthouse, 401 West Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. Either during or after this hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

If there are written objections to the Settlement, the Court may consider them at that time. If you file an objection, you do not have to come to Court to talk about it if you do not wish to do so. The Court may, however, listen to people who have asked to speak at the hearing. You do not have to attend this hearing. Class Counsel will answer questions the Court may have about the Settlement. You may also pay your own lawyer to attend the hearing, but it is not required.

The time and date of this hearing may be changed without further notice.

## 14. **WHAT CLAIMS ARE BEING RELEASED?**

a. All individuals who worked for Bland Landscaping as a Foreman, at any time from May 13, 2018, until September 6, 2022 **unless they properly exclude themselves from the lawsuit**, will release all possible claims under the NCWHA, arising on or before the date of the Court's final approval of settlement, whether known or unknown, which were or could have been asserted in this lawsuit against Defendant, including, without limitation, claims for wages, overtime, wage deductions, retaliation for complaining about any alleged violations of any wage and hour law, and any related damages, equitable relief, or any other relief related to any alleged failure to pay all wages or other compensation owed, or properly record or credit hours worked. This release includes all federal, state, and local statutory claims and common law claims related to hours worked and unpaid wages, ***but it does not include claims based on the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., unless you sign and cash the check which you will automatically receive within approximately sixty-six (66) days from the Court's final approval of the Settlement Agreement. However, if you exclude yourself from the settlement as instructed above in section 10(B), you will preserve your rights under both federal and state wage and hour laws.***

b. Additionally, all individuals who are members of the FLSA Collective and who sign and cash the settlement payment also release Defendant from any and all claims arising under the Fair Labor Standards Act, as amended, 29 U.S.C. § 201, *et seq.*, which they have or might have, known or unknown, asserted or unasserted, of any kind whatsoever, up to and including the date of the Court's final approval of the settlement.

**A more complete statement of the claims released by individuals bound by the settlement can be found in Article VI of the Settlement Agreement ("Release of Claims"), which is accessible at [www.cptgroupcaseinfo.com/BlandLandscapingSettlement](http://www.cptgroupcaseinfo.com/BlandLandscapingSettlement) or by contacting the *Roldan v. Bland Landscaping, Inc.* Settlement Administrator at CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, or by fax at (949) 419-3446.**

15. **IF I AM A CURRENT EMPLOYEE WITH THE DEFENDANT AND I CHOOSE TO PARTICIPATE IN THIS SETTLEMENT, AM I PROTECTED FROM POSSIBLE RETALIATION?**

Yes. It is against the law to retaliate or discriminate against an individual who decides to participate in this settlement. Defendant will not discriminate or retaliate against you in any way because of your decision to participate or not in the case or this settlement.

16. **ARE THERE MORE DETAILS AVAILABLE?**

For additional information you may contact:

***Roldan v. Bland Landscaping, Inc., Settlement Administrator***  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**Telephone 1(888) 388-0315**  
**Fax: (949) 419-3446**

**Email: [BlandLandscapingSettlement@cptgroup.com](mailto:BlandLandscapingSettlement@cptgroup.com)**

You also may contact Class Counsel, the attorneys representing Named and Opt-in Plaintiffs and members of the settlement collective and class. Their contact information is located at paragraph 6 above.

**NO INQUIRIES ABOUT THIS SETTLEMENT SHOULD BE DIRECTED TO THE COURT,  
THE CLERK OF COURT, OR DEFENDANTS.**