

EXHIBIT A

Revised Settlement Agreement of Class and Collective Action and Release of Claims

*Ex. A-1: Revised Proposed Notice of
Settlement*

*Ex. A-2: Individual General Release for
Named Plaintiff*

*Ex. A-3: Proposed Release Language for
Settlement Checks*

EXHIBIT A

Revised Settlement Agreement of Class and Collective Action and Release of Claims

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CA No. 3:20-cv-00276-KDB-DSC

MANUEL ROLDAN, on behalf of himself and)
all others similarly situated,)
Plaintiff,)
v.)
BLAND LANDSCAPING COMPANY, INC.,)
Defendant.)

STIPULATION AND SETTLEMENT AGREEMENT

Named Plaintiff Manuel Roldan, on behalf of himself and on behalf of Opt-in Plaintiff and all members of the Settlement Class and Settlement Collective Action defined herein, and their counsel of record, and Defendant Bland Landscaping Company, Inc., (“Defendant” or “Defendant Bland”) and their counsel of record, and subject to the terms and conditions hereof and final approval by the Court, hereby enter into this stipulation of settlement (“Agreement”). This settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement. The instant action shall be dismissed with prejudice upon final approval of this settlement by the Court. The parties agree that they are entering into a compromise of a disputed claim and that this settlement is not an admission of liability or the validity of the claims or defenses.

I. RECITALS AND BACKGROUND

A. The Nature of the Case and Claims Raised

Plaintiff Manuel Roldan (“Plaintiff”) worked as a Foreman for Defendant across various locations in Apex, Charlotte, Leland, Durham, Chapel Hill, Matthews and Wake Forest, North Carolina. He asserts claims on behalf of himself and all others similarly situated under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), and the North Carolina Wage and Hour Act (“NCWHA”), N.C. Gen. Stat. §§ 95-25.6, 95-25.22(a), (a1), and (d). Plaintiff claims Defendant: (1) maintained a corporate policy of failing to compensate Plaintiffs for all hours worked, including, but not limited to work performed during scheduled meal breaks; (2) maintained a corporate policy of failing to compensate for all hours worked, including but not limited to, overtime under the FLSA and the NCWHA; (3) suffered one (1) hour automatic deductions from daily shifts, irrespective of whether lunch breaks were taken; and (4) taking unauthorized deductions from Foremen’s wages for unlawful charges. Plaintiff alleges that all Foremen were

subject to these systemic policies and practices that violate both the FLSA and the NCWHA. At bottom, Plaintiff claims Defendant improperly used the fluctuating workweek methodology, to compensate Foremen on a half-time basis, (in lieu of time and one-half), for hours over 40 per week. *See* 29 C.F.R. § 778.114(a)(2). Defendant denies the allegations and defended against them in this litigation.

B. Procedural History of the Case

Plaintiff filed this case on May 13, 2020, against Defendant. Dkt. 1. On July 9, 2020, Defendant filed its Answer to Plaintiff's Complaint. Dkt. 8. On July 30, 2020, the Parties filed their Certification and Report pursuant to Fed. R. Civ. P. 26(f). Dkt. 11. On August 6, 2020, the Court entered its Case Management Order ("CMO") approving and ordering the Parties' proposed discovery plan in this matter. Dkt. 12. Immediately thereafter, the Parties engaged in discovery, and pursuant to a Notice of Deposition under Fed. R. Civ. P. 30(b)(6), Defendant's 30(b)(6) designee was deposed on December 3, 2020. To date, one (1) additional Foreman has filed his consent to become a party Plaintiff.¹ On February 3, 2021, Defendant filed its Motion for Judgment on the Pleadings. Dkt. 18. That same day, Plaintiff filed his Motion for Conditional/Class Certification. Dkt. 19. On February 10, 2021, Plaintiff filed his Response in Opposition to Defendant's Motion for Judgment on the Pleadings. Dkt. 23. On February 18, 2021, Defendant filed his Reply in Support of his Motion for Judgment on the Pleadings. Dkt. 25. On March 4, 2021, Defendant filed its Response to Plaintiff's motion for conditional/class certification. Dkt. 26. On March 15, 2021, Plaintiff filed his Reply in Support of his Motion for Conditional/Class Certification. Dkt. 28.

¹ *See* J.M. Surles's Consent to Sue Form. Dkt. 15-1.

On March 16, 2021, the Magistrate Judge entered his Memorandum and Recommendation, denying Defendant's Motion for Judgment on the Pleadings. Dkt. 29. On March 30, 2021, Defendant filed its Objections to the Memorandum and Recommendation ("M&R"). Dkt. 30. On April 12, 2021, Plaintiff filed his Reply to Defendant's Objections to the M&R. Dkt. 31. On January 31, 2022, the Court adopted the Court's M&R, denying Defendant's Motion for Judgment on the Pleadings. Dkt. 35. On February 1, 2022, the Court granted in part Plaintiff's Motion for Conditional/Class Certification. Dkt. 36. On February 15, 2022, the Parties filed a Joint Motion for an Extension of Filing Deadline, to file a proposed class action notice as directed by the Court in its Order granting class certification. Dkt. 37.

On February 22, 2022, the Parties entered into a formal Mediation Agreement and filed a Joint Motion to Stay Litigation, for an opportunity to engage in confidential mediation for potential class-wide resolution. Dkt. 38. On February 24, 2022, the Court granted the Parties Joint Motion to Stay Litigation. Dkt. 39. Pursuant to the Parties' Mediation Agreement, Defendant provided Plaintiff with time and payroll data, and other confidential materials for the entire class, so that Plaintiff could engage in a full damages analysis. On March 28, 2022, the Parties filed a Joint Status Report, advising the Court that mediation was scheduled for April 21, 2022 with Bob Boston from Nashville, Tennessee. Dkt. 40. Consistent with the Parties' Mediation Agreement, Plaintiff served Defendant with a formal settlement demand and damages analysis, thoroughly describing the methodology used to calculate class-wide damages. April 21, 2022, the Parties mediated, with the assistance of the mediator, Bob Boston, reached a class-wide settlement. The Parties filed a Notice of Settlement on April 22, 2022.

C. Parties' Initial Proposed Settlement Agreement

On June 6, 2022, Plaintiff filed unopposed motion for preliminary approval of the proposed collective/class action settlement, attorneys' fees and costs, and service awards. *See* Dkts. 42, 43, 46. On July 19, 2022, the Parties appeared for a hearing before the Honorable Judge Kenneth D. Bell, wherein the Court requested additional information regarding the Parties' initial proposed settlement agreement, including addressing concerns regarding (1) the proposed claims-based procedure for individuals receiving notice of settlement, (2) the proposed service awards for Named and Opt-in Plaintiffs, particularly the inclusion of consideration for Named Plaintiff's individual claims as incentive for the service award. While the Court noted the overall reasonableness of the proposed fund at the hearing, the Parties considered the Court's concerns regarding the aforementioned issues and resumed negotiations in an effort to put forth the best agreement possible for the FLSA collective and Rule 23 class.

On August 1, 2022, the Parties filed a notice with the Court advising they had reached an agreement in principle to modify the initial proposed settlement agreement. Dkt. 50. On August 2, 2022, via text-only order, the Court directed the Parties to submit any proposed settlement with any related accompanying motions by August 19, 2022. As part of this revised agreement, the Parties negotiated the terms outlined here in to resolve Named Plaintiff's collective and class action claims through a gross settlement of \$1,750,000.00, as well as separately negotiated a resolution of Named Plaintiff's individual claims in the amount of \$25,000.

D. Parties' Statements and Recognition of the Benefits of Settlement

1. Plaintiff's Statement

Plaintiff believes the claims asserted in the Litigation on behalf of Plaintiffs have merit under the FLSA and North Carolina law. However, Plaintiff recognizes the uncertainty of the

outcome and the risk of loss in any litigation, including this one. Further, Plaintiff has considered the cost and delay of continued proceedings necessary to prosecute the instant action against Defendant through class certification, additional discovery, dispositive motions, trial, and appeal. Plaintiff believes that the settlement set forth in this Agreement confers substantial benefits on members of the Settlement Class and Settlement Collective Action. Based on his evaluation, Plaintiff has determined that the settlement is in the best interest of Named Plaintiff, the Opt-in Plaintiff, and the other members of the Settlement Class and Settlement Collective Action. Named Plaintiff understands, acknowledges, and agrees that since the filing of this Action, Defendant has updated the applicable challenged claims, including, but not limited to, the fluctuating workweek policy to ensure compliance pursuant to both federal and state wage and hour laws, under which Plaintiff originally brought this Action.²

2. Defendant's Statement

Defendant denies each and all of the claims alleged by Plaintiff in the Litigation. Defendant expressly denies any and all charges of wrongdoing or liability alleged in the instant action. To the contrary, Defendant contends that, in compliance with applicable state and federal laws, its Foremen have been paid all wages due. As a result, Defendant believes Plaintiff's claims for unpaid wages, liquidated damages, pre- and post-judgment interest, attorneys' fees, and costs will fail. Nevertheless, Defendant has taken into account the uncertainty and risks inherent in any litigation and the fact that the conduct of the Litigation would be protracted, expensive, and disruptive to its business. Defendant, therefore, has determined it is desirable and beneficial that

² Specifically, Defendant Bland Landscaping compensates its employees a fixed salary irrespective of whether they work under forty (40) hours or they work in excess of 40 hours.

the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement without admitting liability, fault, or any wrongdoing whatsoever.

II. DEFINITIONS AND PRELIMINARY REQUIREMENTS

A. Definitions

As used throughout this Agreement, the following terms have the meanings specified below:

1. **“Authorized Claimant”** “Authorized Claimant” shall mean any member of a Settlement Class or Settlement Collective who is entitled to a Settlement Payment – either because he or she is a Named Plaintiff or an Opt-In Plaintiff or because he or she is a current member of the Rule 23 Class and did not file an opt-out form during the notice of settlement period or otherwise return a request for exclusion. *See* Fed. R.Civ. P. 23(e).
2. **“Approval Date”** means the date the Court enters an order finally approving the Settlement Agreement as contemplated by the Parties.
3. **“Class Counsel”** means the attorneys representing the Settlement Collective/Class Members in the Litigation: The Law Offices of Gilda A. Hernandez, PLLC, 1020 Southhill Drive, Suite 130 Cary, NC 27513.
4. **“Defendant”** refers to Bland Landscaping, Inc., including its past, present, and future members, parent companies, affiliates, clients, divisions, partners, affiliated organizations, subsidiaries, and predecessors and successors in interest, and their respective past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, assigns, representatives, accountants, auditors, consultants, attorneys, fiduciaries,

both individually and in their official capacities, employee benefits plans, and insurers.

5. **“Defendant’s Attorneys”** refers to the attorneys representing Defendant in the Litigation: Nelson Mullins Riley & Scarborough LLP, 1320 Main Street, 17th Floor, Columbia, SC 29201.
6. **“Effective Date”** means the date by which the following have occurred: (i) the date of final execution of the Stipulation and Settlement Agreement executed by representatives of Named Plaintiff and Defendant; (ii) final approval from the U.S. District Court for the Western District of North Carolina; and (iii) the period for appealing the Court’s final order approving the settlement expires without an appeal being filed or, if such an appeal is filed, the date on which the appeal is finally resolved with the settlement approved in a form and substance substantially identical to the form and substance of the final approval order with respect to all material terms, including any decision by the United States Supreme Court.
7. **“Final Settlement Hearing”** means the hearing to be conducted by the U.S. District Court for the Western District of North Carolina to determine whether to finally approve the settlement explained herein.
8. **“General Release”** refers to a form containing a full release of all then-existing claims that the Named Plaintiff must sign in order to receive the separate consideration, negotiated separately from the instant collective/class action Settlement Agreement. A copy of this General Release is attached as **Exhibit 2**.

9. **“Gross Settlement Amount”** refers to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), which is the total and maximum amount Defendant will be required to pay under this settlement to completely resolve and settle the claims against Defendant in the Litigation. The Gross Settlement Amount expressly includes, but is not necessarily limited to, the following elements: (i) Cash Settlement Payments to Authorized Claimants, as described in this Agreement; (ii) Plaintiffs’ Attorney’s Fees, payable as described herein; (iii) Plaintiffs’ Litigation Expenses, as described herein and (iv) Settlement Expenses.
10. **“Litigation”** refers to the civil action filed on May 13, 2020, in the U.S. District Court for the Western District of North Carolina, *Roldan v. Bland Landscaping, Inc.*, No. 3:20-cv-00276-KDB-DSC.
11. **“Members”** refers to members of a Settlement Class as defined herein and members of the Settlement Collective Action as defined herein.
12. **“Motion for Preliminary Approval”** refers to the motion for preliminary approval of this settlement and its supporting papers.
13. **“Named Plaintiff”** means Manuel Roldan.
14. **“Named Plaintiff’s Service Award”** means a sum, as explained in Part III.C.3 *infra*, and as authorized by the U.S. District Court for the Western District of North Carolina to be paid to the Named Plaintiff in recognition of his service to the Settlement Class and Settlement Collective Action in the Litigation, and which will be deducted from the requested Plaintiff’s Attorneys’ Fees.

15. **“Notice of Settlement”** refers to the official notice of settlement of class action and final fairness hearing, substantially in the form attached hereto as Exhibit 1.
16. **“Opt-in Plaintiff”** means any individual who, pursuant to 29 U.S.C. § 216(b), filed a written consent with the U.S. District Court for the Western District of North Carolina in the Litigation, asking to participate in Plaintiff’s claims under the FLSA as a party plaintiff prior to the date of this Agreement, and who falls within the definition of the FLSA collective action as set forth in section II.A.27.a.
17. **“Opt-in Plaintiff Service Award”** refers to a sum, as explained in Part III.C.3 *infra*, and as authorized by the U.S. District Court for the Western District of North Carolina to be paid as a Settlement Payment to the Opt-In Plaintiff, not including the Named Plaintiff, in recognition of his service to the Settlement Class and Settlement Collective Action in the Litigation, and which will be deducted from the requested Plaintiff’s Attorneys’ Fees.
18. **“Order Granting Preliminary Approval”** refers to the order or statement of decision in the Litigation granting preliminary approval to this settlement.
19. **“Plaintiff”** means Manuel Roldan, individually and on behalf of all Opt-in Plaintiffs defined herein, and all members of the Settlement Classes defined herein, and their past, present, or future agents, heirs, assigns, representatives, and their respective successors and predecessors in interests.

20. **“Plaintiff’s Attorney’s Fees”** refers to the fee amount to be paid to Plaintiffs’ Attorneys under the terms of this Agreement, as authorized by the U.S. District Court for the Western District of North Carolina which shall not exceed one third of the Gross Settlement Amount.
21. **“Plaintiff’s Attorneys”** means the attorneys representing Plaintiffs in the Litigation: The Law Offices of Gilda A. Hernandez, PLLC, 1020 Southhill Drive, Suite 130 Cary, NC 27513.
22. **“Plaintiff’s Litigation Expenses”** means the litigation costs and expenses, incurred by Plaintiff in connection with the Litigation, which shall be paid to Plaintiff’s Attorneys under the terms of this Agreement, as authorized by the U.S. District Court for the Western District of North Carolina.
23. **“Releasor”** means each and every Named Plaintiff, Authorized Claimant and member of a Settlement Class.
24. **“Revised Gross Settlement Amount”** refers to the portion of the Gross Settlement Amount available for distribution as cash Settlement Payments to Authorized Claimants, as described in Parts III.C *infra*. The Revised Gross Settlement Amount is equal to Gross Settlement Amount less: (i) Plaintiff’s Attorney’s Fees, as described herein; (ii) Plaintiff’s Litigation Expenses, as described herein; and (iii) Cost of Administering the Settlement.
25. **“Settlement Administrator”** refers to a firm, mutually agreed upon by Plaintiff and Defendant and approved by the Court, to effectuate the settlement by issuing notice of the settlement, collecting any requests for

exclusion, distributing Settlement Payments, and any other tasks specified in this Agreement or by order of the Court.

26. “Settlement Class” is defined as follows:

a. “NCHWA Class,” which corresponds to Plaintiffs’ NCWHA Rule 23 class claims, means all non-exempt Foremen who were or are employed by Defendant in North Carolina at any time from May 13, 2018, through the Effective Date, 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.

27. “Settlement Collective Action” is defined as follows:

a. “FLSA Collective,” which corresponds to Plaintiffs’ FLSA Collective claims, means all non-exempt Foremen, who were or are employed by Defendant in North Carolina at any time from February 22, 2017, through the Effective Date, 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.

28. “Settlement Expenses” means all expenses associated with administering the settlement, including, but not limited to, the costs of the Settlement Administrator, the costs of mailing the Notice of Settlement, and the costs of disbursing the settlement proceeds, which shall be determined by the Settlement Administrator prior to the mailing of the Notice of Settlement.

29. “Settlement Payments” means the amounts to be paid to individual Authorized Claimants from the Revised Gross Settlement Amount.

B. Court Approval of Settlement

Settlement of the Litigation is contingent upon final Court approval of the Agreement. The parties agree that Plaintiff will move the Court for preliminary and subsequently final approval of the settlement described herein. Defendant will not oppose Plaintiff's motions seeking approval of this settlement, provided they are afforded the opportunity to review and provide input into such motions before they are filed with the Court.

As part of the approval process, Plaintiff will request Service Awards for the Named Plaintiff, and for the Opt-in Plaintiff which will be deducted from Plaintiff's Attorneys' Fees, as set forth herein. Defendant agrees not to oppose such a request. *See* Part III.C.3, *infra*. Further, Plaintiff's Attorneys will petition the Court for an award of Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses, as set forth herein. Defendant agrees not to oppose such a petition, so long as the amount of Plaintiff's Attorney's Fees sought does not exceed one-third of the Gross Settlement Amount, as defined herein.

III. SETTLEMENT PAYMENT AND ALLOCATION

A. Defendant's Payment of Maximum Gross Settlement Amount

In order to settle the Litigation, and as consideration for Plaintiff's release of claims, dismissal of the Litigation, the covenants and promises set forth in this agreement, and the other good and valuable consideration described herein that Plaintiff is providing to Defendant, Defendant agrees to pay up to \$1,750,000.00, the Gross Settlement Amount, which shall be used to provide for: (i) cash Settlement Payments to Authorized Claimants, as described in this Agreement; (ii) Service Awards, as described herein; (iii) Plaintiff's Attorney's Fees, payable as described herein; (iv) Plaintiff's Litigation Expenses, as described herein; and (v) Settlement Expenses, as defined herein. To the extent that the Court disagrees with the amount or method for

calculating the allocation of any amounts set forth in this paragraph, such amounts shall be added to the Revised Gross Settlement Amount for distribution to Authorized Claimants under Part III.B.2, *infra*.

Pursuant to this Agreement, Defendant will not be required to pay any amount over the Gross Settlement Amount, except that, in addition to the Gross Settlement Amount, Defendant will pay the employer share of payroll taxes associated with the portions of Settlement Payments to Authorized Claimants that are attributable to back wages as well as any amount negotiated separately for Named Plaintiff's individual claims.

B. Allocation of Settlement Payments, Minimum Settlement Payments, and Service Awards

All Settlement Payments, not including Named and Early Opt-in Plaintiffs' Service Awards (which will be paid out of Plaintiff's Attorneys' Fees, as stated in Part III(a), *supra*), shall be paid from the Revised Gross Settlement Amount. The Revised Gross Settlement Amount will be divided among the Authorized Claimants as described herein.

1. Estimated Unpaid Wages³

³ Plaintiffs' damages analysis was based on the claims discussed above: (1) automatic one (1) hour lunch deduction for each day of the week worked by an Authorized Claimant; (2) illegal charges for uniforms; and (3) improper calculation of overtime hours worked due to the fluctuating workweek policy, which was calculated on a half-time instead of time and one-half basis. The unpaid overtime was calculated using Defendant's payroll records, including data related to regular pay rates, as well as shifts and hours worked each week. However, for North Carolina Rule 23 class members, the unpaid straight and/or overtime was calculated for the one (1) hour unpaid lunch breaks given § 95-25.6 of the NCWHA, which Plaintiff claims permits the recovery of straight-time for all hours worked, two-years preceding the filing of Plaintiffs' Complaint through the end date of the payroll information provided. For the FLSA putative Plaintiffs, damages were computed at three years preceding July 13, 2020. Defendant does not concede the validity of these claimed damages, but agrees to the compromise of the disputed claims.

Plaintiffs' Attorneys calculated the unpaid wages due for members of the Settlement Class and Settlement Collective Action, using Defendant's payroll data. The estimate was made as follows:

Considering workweeks from three years prior to the filing of the lawsuit through February 24, 2022, the number of shifts worked by a Member each week was determined by Defendant's payroll records. Plaintiff compared the actual (including the unrecorded hours worked) hours worked by Plaintiffs to the recorded hours paid by Defendant to compute damages. Plaintiff took the additional one (1) hour worked per day for working lunch breaks and multiplied this number by the number of days worked. Plaintiff added unpaid weekly time to the weekly hours worked on Defendant's payroll records, to determine the unpaid/unrecorded hours worked. Plaintiff estimated that the alleged *unpaid* lunch breaks per day totaled approximately five (5) hours per week. The corrected wages Plaintiff alleges were due to each Member were calculated by using the corrected regular rate for all hours up to 40 hours per week, and the corrected regular rate multiplied by 1.5 for all time worked over 40 hours per week. Potential damages were calculated for each employee by taking the difference between the corrected wages Plaintiffs allege were due and the actual wages paid each week, and adding up the total. Defendant disputed these estimates and associated calculations.

2. Settlement Payments

Plaintiff will provide the Settlement Administrator with the calculation of unpaid wages for each Member of a Settlement Class or Settlement Collective Action as described in paragraph 1, *supra*, by the production ID numbers provided by Defendant. Defendant will provide the Settlement Administrator with the name, address, phone number, email address (when available), and social security number for each Member, as well as employee ID number to match with the

calculation provided by Plaintiff. Members of the Settlement Class and Settlement Collective, including Named and Opt-in Plaintiffs, shall be entitled to receive payment under this Agreement. Individual Settlement Payments for members of the Settlement Class and Collective will be calculated as follows:

- (a) Calculate an “Individual Numerator,” which equals each Member’s unpaid backwages (exclusive of any claims for liquidated damages or interest), calculated as described in part III.C.1, *supra*.
- (b) Calculate a “Total Denominator,” which equals the Individual Numerator of all Members, added together.
- (c) Calculate each Member’s “Share Percentage,” which equals the Individual Numerator divided by the Total Denominator.
- (d) Multiply the Share Percentage by the Revised Gross Settlement Amount to determine each Member’s settlement amount.
- (e) If a Member’s settlement amount equals less than \$100, that Member’s “Individual Settlement Payment” will be \$100 or the Opt-in Plaintiff guaranteed amount.
- (f) Remove all Members who receive a guaranteed minimum payment pursuant to step (e), subtract the payments received by those Members from the Revised Gross Settlement Amount, and repeat steps (a) through (e) for the remaining Members, until each Member’s payment is equal to or greater than \$100 to calculate the “Individual Settlement Payment.” The sum total of all Individual Settlement Payments after completion of these steps will not exceed the Revised Gross Settlement Amount.

To the extent the Court does not grant these requests, Class Counsel will recalculate the individual Settlement Payments prior to issuing checks to Authorized Claimants.

3. Named Plaintiff and Early Opt-in Plaintiff's Service Awards

In addition to the Settlement Payment due to Named and Early Opt-in Plaintiffs under the allocation formula, Plaintiff will request Named and Early Opt-in Plaintiffs' Service Awards, in the amount of \$45,000 for Named Plaintiff Manuel Roldan and \$20,000, for Opt-In Plaintiff, J.M. Surles in recognition of their assistance in the investigation of the case and preparation for mediation. Defendant agrees not to oppose such a request. Such service awards shall be paid from the Plaintiff's requested Attorneys' Fees.

C. Tax Treatment

The settlement fund shall be a qualified settlement fund under 26 U.S.C. § 468B.

The parties agree that each Settlement Payment to be issued to each Authorized Claimant pursuant to this Agreement shall be separated into two amounts: 50 percent shall be allocated to the claims asserted in the Litigation for unpaid wages; and 50 percent shall be allocated to the claims asserted in the Litigation for liquidated damages and interest. The portion of each Settlement Payment allocated to claims of unpaid overtime and other wages will be subject to authorized or required deductions, including employee-paid payroll tax withholdings required by law, garnishments, etc. The portion of each Settlement Payment allocated to liquidated damages and interest shall be reported as non-wage income to the recipient. Named and Opt-in Plaintiffs' Service Payments shall be reported as non-wage income to the recipient.

The Settlement Administrator will report the portion of the Settlement Payment made to each Authorized Claimant attributable to wages on an I.R.S. Form W-2, and the portion of the Settlement Payment attributable to non-wages on an I.R.S. Form 1099. The Settlement

Administrator shall be responsible for issuing the settlement checks, less required withholdings and deductions, to each Authorized Claimant and mailing the settlement checks, Form W-2s, and Form 1099s to each such individual. The Settlement Administrator shall be responsible for paying and reporting the taxes on all amounts paid to Named Plaintiff, the Opt-in Plaintiff, and other Authorized Claimants to the appropriate taxing authorities. The Settlement Administrator shall also be responsible for calculating the employer's share of all required payroll taxes on the Settlement Payments, soliciting that amount from Defendants, and paying and reporting those taxes to the appropriate taxing authorities.

IV. SETTLEMENT ADMINISTRATION

The parties agree that CPT Group, a neutral third party, shall serve as the Settlement Administrator for this settlement, if approved by the Court. To that end, as part of his Motion for Preliminary Approval, Plaintiff shall request that the Court approve CPT Group to serve in this capacity and order CPT Group to perform the specific tasks assigned to the Settlement Administrator in this Agreement or by order of the Court, and only those tasks, unless otherwise agreed to by the Parties. This shall include the issuance of the agreed Notice of Settlement, substantially in the form attached hereto as Exhibit 1, to all members of the Settlement Class and Settlement Collective Action defined herein after entry of the Order Granting Preliminary Approval of the settlement outlined in this Agreement.

A. Settlement Administrator and Notice

1. Providing and updating contact information for members of the Settlement Classes

Within 14 days after the date the Court enters an Order Granting Preliminary Approval of this Agreement, Plaintiff will provide the Settlement Administrator with the names and last known mailing addresses for the Named Plaintiff and Opt-in Plaintiff. Within that same time period,

Defendant will provide the Settlement Administrator with the Social Security number and Employee ID number for Named Plaintiff and Opt-in Plaintiff, as well as the name, last known mailing address, email address, phone numbers, Employee ID number, and Social Security number for all other members of the Settlement Class and Settlement Collective from Defendant's records. This information will remain confidential and will not be disclosed to anyone other than the Settlement Administrator and Plaintiff's Counsel, or as described in this Agreement, with the exception of applicable taxing authorities or pursuant to express written authorization by the party providing the information or by court order. To ensure that the Settlement Administrator has the most up to date addresses possible, the Settlement Administrator shall update all addresses the parties provide for the members of the Settlement Classes and Settlement Collective Action using the national change of address database and, after mailing the Notice of Settlement as described in Part IV.A.2, *infra*, by performing a "skiptrace," as described in Part IV.A.2, *infra*, for any notice that is returned undeliverable. Any fees or costs incurred by the Settlement Administrator in updating addresses are Settlement Expenses and are included in the Gross Settlement Amount.

2. Mailing/Emailing/Texting the Notice of Settlement and Related Materials

Within 30 calendar days after the Court enters an Order Granting Preliminary Approval of the Agreement, the Settlement Administrator will text, mail and email the Notice of Settlement. The Notice of Settlement shall consist of a single mailing to all members of the Settlement Class and Settlement Collective Action defined herein. The Settlement Administrator shall issue the Notice of Settlement by First Class U.S. Mail using envelopes that include the address of the settlement administrator, as well as the following language printed in bold: "**Important Legal Notice About Bland Landscaping Company Class Action Settlement.**" The Settlement

Administrator shall also text⁴ a link of the Notice and email the Notice, to ensure proper delivery and notice to all Members of the Settlement Class and Settlement Collective Action. If any notice is returned undeliverable, the Settlement Administrator will perform a “skiptrace” and make reasonable efforts to find an updated address and re-send the notice via U.S. mail. If the skiptrace does not yield an updated address (or notice sent to such updated address is returned undeliverable), but the skiptrace does yield an email address or cell phone number, then notice may be sent using email providing a link to the full notice.

3. Responses to the Notice of Settlement

The Notice (which will be in both English and Spanish) of Settlement will inform the Settlement Class and Settlement Collective Action that any member of a Settlement Class or Settlement Collective is scheduled to automatically receive a settlement payment pursuant to the terms of the settlement, unless the individual opts out or requests exclusion from the settlement pursuant to Fed. R.Civ. P. 23(e). The Notice of Settlement will also explain the option for members of the Settlement Class who are not Named or Opt-In Plaintiffs to opt out or request exclusion of the settlement. Members of the Settlement Class who are not Named or Opt-In Plaintiffs and who wish to opt out of the settlement must submit a written statement expressly asserting that he or she wishes to be excluded from the settlement. Such written statements should state at the top of the letter “Request for Exclusion from Settlement in *Roldan, et al. v. Bland Landscaping, Inc.*, No. 3:20-cv-00276-KDB-DSC,” and should include the name, address, telephone number, and signature of the Member requesting exclusion from the settlement. All written requests for

⁴ The proposed brief message to be sent via text message is “A Federal Court has determined that you are eligible to participate in a settlement between foremen in North Carolina and Bland Landscaping for unpaid wages. This is **not** a solicitation. Visit [URL] for details.” The Parties understand the text message may be required to be issued in two separate messages due to character constraints and the unknown length of the URL.

exclusion must be returned by First-Class U.S. Mail to the Settlement Administrator and must be postmarked no later than 45 calendar days from the postmark of the Notice of Settlement sent to members of the Settlement Classes. Any member of the Settlement Class who requests exclusion from the settlement will not be eligible to receive a Settlement Payment and cannot object to the settlement.

In the event that any Members of the Settlement Class timely and properly submit a written request for exclusion, and also timely submit an objection to the Settlement, the Settlement Administrator shall contact such Members, inform them that they cannot request exclusion from the settlement and object to the settlement, and shall ask such Members which option they wish to pursue. Any member of the Settlement Class who requests exclusion from the settlement will not be legally bound by the terms of the Agreement or the final order approving the settlement. In contrast, any member of the Settlement Class who does not return a valid and timely written request for exclusion will be bound by all terms of the Agreement and the final order approving the settlement, regardless of whether they have objected to the settlement.

Additionally, the Notice of Settlement will inform the Settlement Class of their right to object to the settlement and that to do so they must file with the U.S. District Court for the Western District of North Carolina, and serve on counsel for the parties, either a written statement objecting to the settlement or a written notice of their intention to appear and object at the Final Settlement Hearing. Such written statement or notice must be filed and served within 45 calendar days after the mailing date of the Notice of Settlement. Persons who are included in the Settlement Class or Settlement Collective Action who fail to timely file and serve written objections or notice of intention to appear and object in the manner specified above will be deemed to have waived any

objections and will be foreclosed from making any objection to the settlement, whether by appeal or otherwise.

Within 75 days of the mailing of the Notice of Settlement, the Settlement Administrator shall provide to counsel for both parties a declaration from an appropriate agent or agents working for it, stating under penalty of perjury: (a) the names and addresses of all individuals who were mailed, texted, and e-mailed Notice; (b) the identity of all such individuals who validly and timely requested exclusion from the settlement by unique identifier; and (d) whether each such individual was a member of the Settlement Collective Action, or member of a Settlement Class. The names and addresses of those individuals who were mailed Notice shall be maintained in a confidential manner, and used solely to confirm to individuals who inquire whether or not they were mailed notice. Named Plaintiff will file the Settlement Administrator's declaration with the Court prior to any fairness hearing for the Court's consideration in determining whether final approval of the settlement will be granted.

4. Notice to Regulators

Within five calendar days after the Court enters an Order Granting Preliminary Approval of the Agreement, the Settlement Administrator will provide a near-final draft of any notice package to Defendant's counsel so that Defendant may give appropriate notice to the U.S. Attorney General and the N.C. Attorney General (or to any state or federal regulator subsequently identified by Defendant) under 28 U.S.C. § 1715. Class Counsel and the Settlement Administrator agree to direct any questions about the settlement received from any state or federal regulator to Defendant's counsel unless prohibited by law or compelled with valid legal process.

5. Settlement Administrator's Website

The Settlement Administrator shall maintain a website from the date that the Notice of Settlement is mailed until at least 180 calendar days following the date of the Final Settlement Hearing. This website shall: (i) provide a brief summary of who is to receive the Notice of Settlement and the purpose of the Notice of Settlement, including a brief frequently asked questions page; (ii) provide members of the Settlement Class and Settlement Collective with access to downloadable copies of the Notice of Settlement; and (iii) provide contact information for the Settlement Administrator and Class Counsel.

B. Communications Regarding the Settlement, Claims Against Defendant, and the Parties to the Litigation

1. Public Comment and Non-disclosure

Prior to the submission of this Agreement to the Court for preliminary approval, none of the parties, nor any counsel, shall communicate any terms of this settlement to any third parties except as necessary to effectuate the settlement or as required by law.

After the Court has granted preliminary approval, then the parties may communicate about this Agreement with third parties as follows:

- a. Plaintiff's Attorneys may update their firm website's discussion of this Litigation to note the settlement and refer individuals to a website maintained by the Settlement Administrator. The information permitted on Plaintiff's Attorney's website is limited to the caption, case number, a court name, without any commentary about the claims or defenses and only that the parties have reached a preliminary settlement requiring court approval.
- b. Defendant may communicate internally about the Agreement, but if they are going to direct communications to members of the

Settlement Class or Settlement Collective Action, then the text of such communications must be agreed upon by the parties first, as in IV.B.1.a.

- c. Plaintiff's Attorneys shall remain free to discuss this Litigation or Agreement directly with any member of the Settlement Class or Collective Action.
- d. No party shall issue a press release or otherwise seek press coverage of the Agreement. If asked for comment on the Agreement, parties and their counsel shall state only that this Litigation has been resolved satisfactorily, by agreement of the parties.
- e. The parties agree that, other than as provided for in this Agreement, or as required by law, Named Plaintiff, Opt-in Plaintiff, Authorized Claimants, Plaintiffs' counsel, Defendant, and Defendant's counsel will not disclose the amount paid to any Member, or the Settlement Amount (Gross or Revised) under this Agreement to any third parties, except to immediate family, attorneys, or tax counselors or Defendant's auditors, regulators, examiners or other similarly-situated third parties with whom such information would be shared in the ordinary course of business.
- f. Nothing in this agreement shall foreclose Plaintiff's Attorneys from listing the existence and resolution of this Litigation in applications to be appointed class counsel in other cases.

- g. Plaintiff's Attorneys and Defendant's Attorneys shall be permitted to list the existence of the settlement and the Gross Settlement Amount in confidential applications for awards from legal periodicals and associations. Any such disclosures must stipulate that the existence of the settlement and the Revised Gross Settlement Amount will remain confidential and will not be published by the legal periodical or association.
- h. Plaintiff's Attorneys and Defendant's Attorneys shall be permitted to discuss at professional legal conferences and seminars any aspect of the Litigation that is a part of the public record.

2. Non-Solicitation

The Named Plaintiff, Opt-in Plaintiff, and Plaintiffs' Attorneys will not contact, solicit, or otherwise encourage other current or former employees of Defendant or their affiliates to assert claims against Defendant or their affiliates. However, should one of Defendant's current or former employees who is not already a Named Plaintiff or Opt-in Plaintiff contact Plaintiff's Attorneys about a potential claim against Defendant, Plaintiff's Attorneys will be free to follow their professional judgment in advising such an individual about a potential claim regarding Defendant.

Class Counsel agrees that if any Class Member (1) opts-out of, or objects to, the settlement, and (2) retains, or attempts to retain, Class Counsel, then Class Counsel will contact Defendant and its counsel 45 days before filing any additional legal action related to the Released Claims and to use their best efforts to attempt to negotiate a resolution in good faith. Class Counsel and Defendant understand and acknowledge that there is no guarantee of a resolution upon similar terms or proportions as this settlement, or any guarantee of a resolution whatsoever, but Class

Counsel and Defendant agree that good faith attempts at a resolution before additional litigation is in the Parties' best interests. This provision shall not be construed to limit Class Counsel's professional judgment or the best interests of any potential client in violation of any ethical rule or obligation, but is intended only to impose a non-binding pre-suit conference requirement.

C. Plaintiff's Attorneys' Fees and Litigation Expenses

Plaintiff's Attorneys may make an application to the U.S. District Court for the Western District of North Carolina for an award of Plaintiff's Attorney's Fees and an award of Plaintiff's Litigation Expenses. The amount of the Plaintiff's Attorney's Fees will not exceed one third of the Gross Settlement Amount. Such application shall be filed in connection with the Motion for Preliminary Approval of the Agreement and this settlement. Defendant will not oppose any such application for fees or costs, provided that Plaintiff's Attorneys do not seek to recover attorney's fees in excess of one third of the Gross Settlement Amount.

If the Court rules that any amounts requested by Plaintiff's Attorneys as an award of Plaintiffs' Attorney's Fees or Plaintiffs' Litigation Expenses are excessive or improper, and reduces the same, only the reduced amounts will be deemed to be Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses for purposes of this Agreement. Any remaining or reduced amounts shall be added to the Revised Gross Settlement Amount available for distribution to Authorized Claimants.

Payment of such Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses to Plaintiff's Attorneys as set forth in this Agreement, and payment of Settlement Expenses, shall constitute full satisfaction of any and all obligations by Defendant to pay any person, attorney, or law firm (including but not limited to Plaintiff's Attorneys) for attorneys' fees, expenses, or costs (including but not limited to any fees, costs, and expenses related to any experts and/or consultants

and any fees, costs, and expenses associated with mediation) incurred on behalf all members of the Settlement Class and Settlement Collective Action, and shall relieve Defendant of any other claims or liability to any person for any attorneys' fees, expenses, and costs to which any person may claim to be entitled on behalf of any members of the Settlement Class and Settlement Collective Action for this Litigation. Upon payment of Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses hereunder, and payment of Settlement Expenses, Plaintiff's Attorneys, the Authorized Claimants and Settlement Class members shall release Defendant from any and all claims for attorneys' fees, expenses, and costs relating to this Litigation.

Plaintiffs' Attorney's Fees and Litigation Expenses, shall be paid solely from the Gross Settlement Amount, and all awarded Service Awards shall be deducted from Plaintiff's awarded attorney's fees prior to payment to Plaintiffs' Attorneys.

D. Funding of Gross Settlement Amount and Payments from Gross Settlement Amount

1. Defendant's payment of the Gross Settlement Amount

No later than 30 days after the Effective Date, the Settlement Administrator shall establish a Qualified Settlement Fund, which will be maintained by the Settlement Administrator. Within fifteen (15) days after the Settlement Administrator establishes a Qualified Settlement Fund or forty-five (45) days after the Court enters an Order Granting Final Approval of the Agreement, whichever is later, Defendant shall deposit into the Qualified Settlement Fund, the necessary portion of the Maximum Gross Settlement Amount required to satisfy the approved attorneys' fees and costs and Settlement Payments to Authorized Claimants.

2. Settlement Administrator's issuance of Settlement Payments to Authorized Claimants

Within twenty-one (21) calendar days of when Defendant's payment of the Gross Settlement Amount is received by the Settlement Administrator, the Settlement Administrator will issue Settlement Payments by U.S. Mail to each Authorized Claimant. Each Settlement Payment shall be issued in check form and will include the release language proposed in Exhibit 3.

Those members of the Settlement Classes who have properly and timely opted out of the settlement or requested exclusion are not Authorized Claimants and are not entitled to a Settlement Payment.

Each Authorized Claimant who is entitled to receive a Settlement Payment will have 180 calendar days from the date on which the Settlement Payment is mailed to negotiate his or her settlement check. If any settlement check is not negotiated in that period of time, that settlement check will be voided, and a stop-payment will be placed on the settlement check. Any individual Settlement Payments that remain unclaimed for any reason 180 calendar days following the mailing of the Settlement Payment shall be deemed unclaimed. In such event, the Authorized Claimants whose Settlement Payment is unclaimed will be deemed to have irrevocably waived any right in or claim to any Settlement Payment, but the Agreement and release of claims contained therein nevertheless will be binding upon them. Such unclaimed funds shall be distributed to Authorized Claimants who did cash the Settlement Payment within the 180-day period, using the same pro-rata basis described in § III.B.2. Two Hundred-Twenty-Five (225) calendar days following the initial mailing of the Settlement Payments, the Settlement Administrator shall alert Class Counsel of the amount of unclaimed funds, including the names of individuals who did cash their Settlement Payments.

Neither Defendant, counsel for Defendant, Plaintiffs' Attorneys, Plaintiffs, nor the Settlement Administrator shall have any liability for lost or stolen settlement checks, for forged

signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event an Authorized Claimant notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the settlement check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check, from which the fees associated with the stop payment order will first be deducted. Any Authorized Claimant who receives a re-issued check will have a minimum of 45 calendar days to negotiate such re-issued check from the date of its mailing, or 180 days from the date of the original check, whichever is longer. If any settlement check is not negotiated in that period of time, that settlement check will be voided.

The Settlement Administrator will issue to each Authorized Claimant an I.R.S. Form W-2 for the portion of his or her Settlement Payments attributable to wages, an I.R.S. Form 1099 for the portion of his or her Settlement Payment attributable to non-wages, and an I.R.S. Form 1099 for his or her pro rata share of the Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses provided to Plaintiff's Attorneys pursuant to this Agreement and settlement. These tax forms may be issued and mailed to Authorized Claimants at the same time as the Settlement Payment is mailed, at an appropriate time thereafter.

3. Settlement Administrator's Payment of Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses

Plaintiff's Attorney's Fees and Plaintiffs' Litigation Expenses, as authorized by the Court, will be paid by the Settlement Administrator from the Gross Settlement Amount within five (5) calendar days after receipt of the Gross Settlement Amount, or within five calendar days of a court order in this Litigation awarding Plaintiff's Attorney's Fees and Plaintiff's Litigation Expenses to Plaintiff's Attorneys, whichever is later. Before issuing payment to Plaintiff's Attorneys, the

Settlement Administrator will deduct from the fees to be paid the approved Service Award amounts to Named and Opt-in Plaintiffs.

The Settlement Administrator will issue an I.R.S. Form 1099 to Plaintiff's Attorneys firms for the payments to Plaintiff's Attorneys firms. Plaintiff's Attorneys' firm will provide the Settlement Administrator with completed I.R.S. Form W-9s.

4. Settlement Administrator's Payment of Named Plaintiff's and Opt-in Plaintiff's Service Awards

The Named and Opt-in Plaintiff's Service Awards, if authorized by the Court, will be paid by the Settlement Administrator from the gross amount of awarded Attorneys' Fees. The Settlement Administrator will pay the Named and Early Opt-In Plaintiffs' Service Awards ordered by the Court directly to the individuals ordered by the Court to receive such payments within 5 calendar days of Defendant's deposit of these amounts into the Qualified Settlement Fund.

At an appropriate time following the issuance of such Named and Opt-in Plaintiffs' Service Awards, the Settlement Administrator will issue to each recipient an I.R.S. Form 1099 that accounts for the payment of the Named and Early Opt-In Plaintiffs' Service Awards.

E. Termination of the Settlement Agreement

1. Grounds for Settlement Termination:

This Agreement may be terminated if the Court declines to enter an order granting preliminary approval, an order granting final approval to this settlement, or judgment in substantially the same form as that submitted by the parties, or the Agreement does not become final for any other reason, or a Court of Appeals reverses the entry of an order granting final approval to this settlement or a final judgment in this Litigation following such an order, provided that the parties agree to work cooperatively and in good faith to address and resolve any concerns

identified by the Court in declining to enter an order granting preliminary approval, an order granting final approval to this settlement, or judgment in the form submitted by the parties.

2. Procedures for Termination:

To terminate this Agreement on the ground specified above, the terminating Counsel (i.e., Plaintiffs' Attorneys or counsel for Defendant) shall give written notice to the opposing counsel no later than 5 business days after the time for any appeal from the applicable court action expires.

3. Effect of Termination:

In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the settlement of the Litigation is barred by operation of the law, is invalidated, is not approved or otherwise is ordered not to be carried out by any court:

- (a) The Agreement shall be terminated and shall have no force or effect, and no party shall be bound by any of its terms;
- (b) In the event the Agreement is terminated, Defendant shall have no obligation to make any payments to any Plaintiff, any member of the Settlement Classes or Settlement Collective Action, or Plaintiffs' Attorneys' fees or expenses.
- (c) Any Order Granting Preliminary Approval, granting final approval to this settlement, and/or judgment, including any order of class certification, shall be vacated;
- (d) The Agreement and all negotiations, statements, and proceedings relating thereto, shall be without prejudice to the rights of any of the parties, all of whom shall be restored to their respective positions in the action prior to the settlement;
- (e) Neither this Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Litigation or any other action; and

(f) The parties shall continue to be bound by the confidentiality provisions of the Court's Order Staying Litigation for Non-Binding Mediation (ECF No. 39).

V. OTHER SETTLEMENT PROVISIONS

A. Release of Claims

To settle the Litigation, and as consideration for Defendant's payment of the Gross Settlement Amount, and the other good and valuable consideration described herein, Plaintiffs agree to release any claims they may have against Defendant only as described herein.

1. Description of released claims

As of the Effective Date, Named Plaintiff, Opt-in Plaintiff, Authorized Claimants, and Members of the Settlement Class hereby forever completely settle, compromise, release, and discharge Defendant from (i) any and all claims asserted in the Litigation; and (ii) any and all claims for unpaid wages, minimum wages, overtime, or promised wages, damages, or related injunctive relief including but not limited to claims under North Carolina state law, including but not limited to the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen. Stat. § 95-25.1, *et seq.*, and other applicable law, including wage payment claims, and other statutory and common law theories regarding wages. In addition to the foregoing, as of the Effective Date, Named Plaintiff, Authorized Claimant, and Members of the Collective Class hereby forever completely settle, compromise, release, and discharge Defendant from any and all claims for unpaid wages, minimum wages, overtime, or promised wages, damages, or related injunctive relief, including but not limited to claims under the federal FLSA, 29 U.S.C. § 201, *et seq.* The settlements, compromises, releases, and discharges described in this paragraph shall extend to all, but only to any such claims that arose at any time up to the date on which the Court grants final approval of the settlement.

2. Recognition of binding nature of release

The parties agree that, as of the Effective Date, all Authorized Claimants and members of the Settlement Classes will be bound by the terms and conditions of this Agreement, the order by the U.S. District Court for the Western District of North Carolina, or any other court taking jurisdiction of the Litigation, granting final approval to the Agreement and this settlement, the final judgment in the Litigation, and the releases set forth herein.

B. Dispute Procedure

Except as otherwise set forth herein (see Parts V.K, *infra*, & IV.E, *supra*), in the event of a dispute concerning the proper interpretation of the Agreement, the enforcement of this Agreement, the parties' rights or obligations under the Agreement, or any alleged breach of the terms of the Agreement, notice must be mailed to counsel for the opposing party as provided in Part II.Y, *infra*. After receipt of such notice, the parties shall meet and confer in a good faith attempt to resolve the matter for 10 calendar days.

C. Assignment of Claims

Defendant and its counsel, and Plaintiff's Attorneys, and Plaintiffs, represent, covenant and warrant that they have not directly or indirectly, assigned or transferred to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

The parties further agree that this Agreement will be binding upon, and inure to the benefit of, the parties, and their respective heirs, trustees, executors, successors, legal administrators, and assigns.

D. Denial of Liability

Defendant denies that it has failed to comply with the law in any respect, or has any liability under the claims asserted in the Litigation. The parties acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of collective or class treatment by Defendant. Neither the Agreement nor any document prepared in connection with the settlement may be admitted in any proceeding as an admission by Defendant. Notwithstanding this paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of this Agreement or in defense of any claims released or barred by this Agreement.

Additionally, no party will be considered a prevailing party in this Litigation for any purpose, except with respect to the evaluation of Plaintiffs' motion for an award of attorneys' fees, for which Plaintiffs will be treated as a prevailing party.

Named Plaintiff understands, acknowledges, and agrees that Defendant has since updated the applicable policies under which he originally sued in the Lawsuit.

E. Construction and Interpretation

The parties hereto agree that the terms and conditions of the Agreement are the result of lengthy, intensive, arms-length negotiations among the parties, through counsel, and the Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her, or its counsel participated in the drafting of the Agreement.

Paragraph and section titles are inserted as a matter of convenience for reference, and in no way define, limit, extend, or describe the scope of this Agreement or of its provisions. With the exception of Part I, *supra*, each term of this Agreement is contractual and not merely a recital.

All exhibits attached to the Agreement, and referenced herein, are incorporated into the Agreement by such references and are a material part of this Agreement. Any notice or other exhibit that requires approval of the Court must be approved without material alteration from its current form for this Agreement to become effective.

This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina without regarding to conflict of law rules. The Parties consent that jurisdiction and venue is proper in the State of North Carolina for any action arising out of, under or in connection with this Agreement, and that venue is proper exclusively in the state and/or federal courts located in North Carolina, for any action arising out of, under or in connection with this Agreement.

F. Modification

This Agreement, and any of its parts, may be amended, modified, or waived only by an express written instrument signed by all signatories below or their successors-in-interest.

G. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means will be effective as delivery of an originally executed counterpart of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

H. Return of Confidential Materials

Plaintiff and Plaintiff's Attorneys agree to return to Defendant or destroy all confidential materials produced by Defendant during the course of the Litigation, including informal discovery in preparation for mediation, within 60 calendar days of the Effective Date. This includes all

copies of such confidential materials, whether in hardcopy or electronic format. However, Plaintiffs' Attorneys may retain a copy of all pleadings filed in this matter, including any exhibits thereto. Further, Plaintiffs' Attorneys may retain any work product that refers to or quotes from discovery documents. Plaintiffs' Attorneys will notify Defendant in writing if they or Plaintiffs elect to destroy the confidential materials. Plaintiff and Plaintiff's Attorneys agree not to send or otherwise disseminate the confidential materials to any other individual or entity before its return or destruction.

I. Parties Shall Cooperate to Effectuate Settlement

The parties shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

J. Notices, Demands, and Communications Concerning the Settlement

Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, addressed as follows:

To Plaintiffs, Named Plaintiff, Opt-in Plaintiff, members of the Settlement Class or Settlement Collective Action, and/or Plaintiffs' Attorneys:

Gilda Adriana Hernandez, Esq.
Charlotte C. Smith, Esq.
THE LAW OFFICES OF GILDA A. HERNANDEZ, PLLC
1020 Southhill Drive, Suite 130
Cary, NC 27513
ghernandez@gildahernandezlaw.com
csmith@gildahernandezlaw.com

To Defendant and/or counsel for Defendant:
Debbie Whittle Durban (NCSB No. 46918)
Matthew A. Abee (NCSB No. 46949)
NELSON MULLINS RILEY &

SCARBOROUGH LLP
1320 Main Street / 17th Floor
Columbia, SC 29201
(803) 799-2000
debbie.durban@nelsonmullins.com
matt.abee@nelsonmullins.com

K. Form and Content Resolution

The parties agree they must reach agreement on the form and content of the Agreement and its exhibits, as well as: Plaintiff's unopposed motion for preliminary approval of the settlement and authorization to send notice to members of the Settlement Classes and Settlement Collective Action concerning the settlement and the final fairness hearing; a proposed order granting the same unopposed motion; the notice to be sent to members of the Settlement Classes and Settlement Collective Action concerning the settlement; Plaintiffs' unopposed motion for final approval of the settlement; and a proposed order granting the same unopposed motion. Plaintiffs shall move for approval of the settlement and Defendant shall not oppose such a motion, provided that they are afforded the opportunity to review and provide input into all motion papers before they are filed with the Court.

The parties appoint as an arbitrator Bob Boston to resolve any disputes as to the terms or settlement language to be included in the Agreement, motions for approval, notices, or related proposed orders.

L. Authorization

Plaintiffs' Attorneys warrant and represent that they are fully authorized by Plaintiffs, and the Defendant's Attorneys warrant and represent that they are fully authorized by Defendant, to take all appropriate action required or permitted by this Agreement. The parties agree to fully cooperate with each other to accomplish the terms of the settlement and this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably

be necessary to implement the terms of the Agreement. The parties to the Agreement shall use their best efforts, including all efforts contemplated by the Agreement and any other efforts that may become necessary by order of the U.S. District Court for the Western District of North Carolina, or any other court taking jurisdiction over the Litigation, or otherwise, to effectuate the Agreement and the terms set forth herein.

M. Dismissal

Upon entry of a final order approving this Agreement, Plaintiff agrees to execute all documents necessary to dismiss with prejudice any and all claims raised against Defendant in the Litigation. But if an appeal leads to reversal of approval of this Agreement, then the parties agree that the claims will be reinstated as if never dismissed as described in Part IV.E.3

N. Reasonableness of Settlement

The parties believe that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

O. Integration Clause and Novation

After this Agreement is fully executed by all parties, it will constitute the entire Agreement of the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof, including, but not limited to, any and all written and oral agreements reached between the parties during the mediation that resulted in this Agreement. Among other things, this integration clause applies to the parties' Confidential Mediation Agreement entered into by the parties on February 22, 2022, the Confidential Mediated Terms Sheet entered into by the parties on May 10, 2022, and the Stipulation and Settlement Agreements entered into by the Parties on June 6, 2022, August 19, 2022, and August 31, 2022.

P. No Tax Advice

The Parties agree that no tax advice has been given by any party or counsel and that each party is relying on the advice of its own tax consultants.

Q. Partial Invalidity

If any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions, and provisions of this Agreement will remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the rest of the Agreement shall remain binding upon the Parties.

R. Survival


All representations and warranties in this Agreement will survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:


Dated: Sep 1, 2022

By 
Manuel Roldan (Sep 1, 2022 19:25 EDT)
Named Plaintiff Manuel Roldan,
Individually and on behalf of the Members

Dated: 9/2/2022

By 
Gilda A. Hernandez, Esq.
Charlotte C. Smith, Esq.
LAW OFFICES OF GILDA A. HERNANDEZ, PLLC
Attorneys for Plaintiffs

Dated: 9/2/2022

DocuSigned by:

By _____
B60D5906909A47F
Vice President of Bland Landscaping, Inc.,
For Defendant

Dated: 9/1/2022


DocuSigned by:

By _____
B2A8290FBE374E8
Debbie Whittle Durban, Esq.
Matthew A. Abee., Esq.
NELSON MULLINS RILEY
& SCARBOROUGH LLP
Attorneys for Defendant

EXHIBIT A-1

Revised Proposed Notice of Settlement

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: [REDACTED]

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

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|---|
| DO NOTHING | <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> |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | <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> |
| OBJECT | <p>If you were employed and performed work that involved direct interaction with customers at Bland Landscaping as a foreman at any time from February 22, 2017, until [DATE OF COURT’S ORDER] 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 \$ [REDACTED] 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 [DATE OF COURT'S ORDER].

If the Settlement is approved by the Court, you will be mailed a check within approximately sixty (60) 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 15, 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 [DATE OF COURT'S ORDER], 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 falling 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 the Effective Date, 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 the Effective Date, 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 **[45 Days from Mailing]**, 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

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 [DATE OF COURT'S ORDER]. 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 and performed work that involved direct interaction with customers at Bland Landscaping as a foreman at any time from May 13, 2017, until **[DATE OF COURT'S ORDER]**, 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, P.O. Box 58220, Philadelphia, PA 19102** and must be postmarked on or before **[45 Days from Mailing]**.

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, 2017, until **[DATE OF COURT'S ORDER]**, 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 **[45 Days from Mailing]**, 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:

Debbie Whittle Durban, Esq.
Matthew A. Abee, Esq.
NELSON MULLINS RILEY
SCARBOROUGH LLP
1320 Main Street, 17th Floor,
Columbia, SC 29201

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 **[DATE OF PRELIMINARY APPROVAL]**. 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 **[DATE]** at **[TIME]**, in Courtroom **[XX]**, 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, 2017, until **[DATE OF PRELIMINARY APPROVAL]** **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, tips, 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 and tips, *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 (60) 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 [WEBSITE URL] or by contacting the Roldan v. Bland Landscaping, Inc. Settlement Administrator at 1650 Arch Street Suite 2210, Philadelphia, PA 19102, by fax at (215) 563-8839.

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**
1650 Arch Street, Suite 2210
Philadelphia, PA 19102
Telephone: (833) 413-1477
Fax: (215) 563-8839

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.**

EXHIBIT A-2

Individual General Release for Named Plaintiff Roldan

GENERAL RELEASE
("General Release")

I, Manuel Roldan, on behalf of myself and my heirs, representatives, successors, and assigns, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between me and Bland Landscaping Company, Inc., ("Bland Landscaping,"), including the proceeding before the United States District Court for the Western District of North Carolina (the "Court") titled *Roldan et al. v. Bland Landscaping, Inc.* (the "Lawsuit"), hereby agree as follows:

1. **Consideration.** Bland Landscaping will pay to Roldan the sum of \$25,000.00 (the "Payment") within 30 days of the latter of (a) Court final approval of the class action settlement in the Lawsuit, or (b) receipt by Bland Landscaping of both (i) an executed copy of this General Release; and (ii) Roldan's properly completed IRS Form W-9 (on the most current version of the form). Roldan understands, acknowledges, and agrees that the Payment is independent of any amounts he may receive as a part of the class action settlement in the Lawsuit. Roldan is responsible for any other taxes he may owe as a result of the Payment, and neither party nor its attorneys have provided Roldan with advice regarding the tax consequences of the Payment or the class action settlement in the Lawsuit. Bland Landscaping does not make any representation concerning the applicability or effect of federal or state laws relating to income taxation of any amounts to be paid to Roldan hereunder. Payment of any income tax on such amount is solely the responsibility of Roldan and Roldan agrees to indemnify and hold harmless Bland Landscaping for claims, including any fines, penalties, interest, and attorneys' fees, by any taxing authority that taxes should have been withheld on any part of the Payment to be paid hereunder.

2. **Release and Waiver of Rights and Claims.** In consideration for the mutual promises and agreements in this General Release and upon Court approval of the class action settlement in the Lawsuit, to the full extent permitted by law, I voluntarily, for myself, my attorneys, dependents, beneficiaries, heirs, executors, administrators, and assigns, completely, and irrevocably release, acquit, and forever discharge Bland Landscaping and its past, present and future subsidiaries, parent/holding companies, affiliated companies, divisions, successors, predecessors, affiliates and assigns and all of their respective current or former owners, directors, officers, agents, investors, employee benefit plans, plan administrators, representatives, representatives, employees, insurers, and attorneys (collectively, the "Released Parties"), from any and all claims, complaints, suits or demands of any kind whatsoever (whether known or unknown) arising from or relating to (directly or indirectly), my employment with Bland Landscaping, the termination of my employment, or other events that have occurred as of the date of my execution of this General Release, including but not limited to claims for personal injuries, emotional distress, loss of consortium, reputational injury, breach of contract, as well as any and all claims of discrimination or retaliation, including but not limited to, any claim of discrimination based on sex, race, national origin, age, disability, or on any other protected category basis, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Equal Pay Act of 1963, the Civil Rights Act of 1866, the Family & Medical Leave Act of 1993, The Employee Retirement Income Security Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1986, the Genetic Information Nondiscrimination Act, the Fair Labor Standards Act (including any amendments to these Acts), as well as under any other analogous law of the State of North Carolina or any other state, and all other laws and regulations relating to employment.

3. **Release Exclusions.** Excluded from the release in Paragraph 2 above are (a) any claims arising after execution of this General Release, (b) any claims that cannot be waived as a

matter of law (such as for unemployment or worker’s compensation benefits); and (c) any right to COBRA benefits. Nothing in this General Release limits my right to file a claim, give information, or participate in an investigation or proceeding with a government agency such as the EEOC, SEC or OSHA under any law protecting such rights; however, I waive any right I may have to recover any monetary compensation from such claims or proceedings.


4. **Effective Date.** The Parties agree the terms and provisions outlined herein are contingent upon the Court’s final approval of the class action settlement in the Lawsuit. Should the Court not grant the, the Parties agree the terms and provisions outlined herein are null and void.

5. **Other Agreements.** I understand and agree as follows:

- (a) I am entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance;
- (b) I have not been coerced, threatened, or intimidated into signing this General Release;
- (c) In the event any part of this Agreement is found to be ambiguous, such ambiguity shall not be construed against any party;
- (d) Nothing in this General Release shall constitute or be construed as an admission of liability on behalf of Bland Landscaping, its agents, affiliates, assigns, parents, subsidiaries, and/or successors, or an admission as to the validity of the allegations in the Lawsuit.
- (e) In the event that any provision of this General Release is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of this General Release shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the General Release and in such form, the remainder of the General Release shall continue to be binding upon the Parties.
- (f) I have been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and I have, in fact, consulted with counsel with The Law Offices of Gilda Hernandez, PLLC; and
- (g) I have been given a reasonable amount of time to consider this General Release.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.

Dated: Sep 1, 2022

By 
Manuel Roldan,
Manuel Roldan (Sep 1, 2022 16:46 EDT)

Dated: 8/19/2022

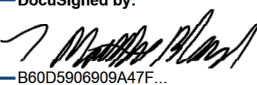
DocuSigned by:

By B60D5906909A47F...
Vice President of Bland Landscaping, Inc.,
For Defendant

EXHIBIT A-3

Proposed Release Language for Settlement Checks

Proposed Release Language to be Printed on Back of Settlement Agreements

OSI I E.I.D. RE IRED

THIRD PART ENDORSEMENT PROHIBITED
ENDORSEMENT BY NAMED PARTY IS
REQUIRED, WITHOUT AN ALTERATION OF
THE FOLLOWING LANGUAGE

This instrument is void if not cashed before **insert
last date of Acceptance period**.

1. CONSENT TO JOIN

I hereby consent to join the lawsuit captioned *Roldan v. Bland Landscaping Co., Inc.*, Civil Action No. 3:20-CV-0026-DB-DSC (W.D.N.C.) (*Roldan*), as a party plaintiff for purposes of the claims asserted against the Defendant therein under the Fair Labor Standards Act. I am or was employed by Bland Landscaping Co., Inc. for some or all of the period between February 22, 2016, and **the date of the Final Approval of the Settlement**.

2. RELEASE OF CLAIMS

I accept this payment in full satisfaction of my portion of the settlement in *Roldan* as to the claims that were asserted in this case under the Fair Labor Standards Act, the North Carolina Wage and Hour Act, and any other claims concerning hours worked or payment of wages up through **the date of the Approval Order**. My endorsement or negotiation of this instrument constitutes full acceptance by me and my successors and assigns of all the terms and conditions of the Settlement Agreement in *Roldan*, as approved by the Court, including but not limited to the Release of Claims included in the Settlement Agreement and reproduced in the **insert title of Notice**.

NAME OF PARTY

SIGNATURE OF PARTY

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL
INSTITUTION