

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY

*Matias Puglisi v. Storm Water Inspection & Maintenance Services, Inc.*

Superior Court of the State of California for the County of Orange

Case No. 30-2020-01175159-CU-OE-CXC

**If you worked for *Storm Water Inspection & Maintenance Services, Inc. (SWIMS)* in California from November 17, 2016 through October 11, 2022, a class action and Private Attorneys General Act (“PAGA”) action lawsuit may affect your rights**

*This is a court authorized Notice. It is not a solicitation from a lawyer*

- You have been identified as a Class Member in a lawsuit brought by a former employee of *Storm Water Inspection & Maintenance Services, Inc. (SWIMS)*
- The Court has preliminarily approved a Class and PAGA action Settlement that will affect all current and former non-exempt employees for *Storm Water Inspection & Maintenance Services, Inc. (SWIMS)* in California from November 17, 2016 through October 11, 2022.
- If the Court grants final approval of the Settlement, there will be money available to you.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>                 |  |
|--|--|
| <b>PARTICIPATE IN THE SETTLEMENT –<br/><u>NO ACTION REQUIRED</u></b> | <b>Stay in this lawsuit. Receive a payment. Give up certain rights.</b> By doing nothing, you become part of the Settlement Class and will collect a Settlement Payment as detailed below. But you give up certain rights to sue <i>Storm Water Inspection &amp; Maintenance Services, Inc. (SWIMS)</i> and all related companies separately about the legal claims raised in this lawsuit.  |
| <b>OBJECT TO THE SETTLEMENT</b>                                      | <b>Stay in this lawsuit. May give up certain rights.</b> If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.   |
| <b>ASK TO BE EXCLUDED</b>  | <b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b> If you ask to be excluded from the Settlement, you won't share in the Settlement. But you keep any rights to sue <i>Storm Water Inspection &amp; Maintenance Services, Inc. (SWIMS)</i> separately about the legal claims raised or that could have been raised in this lawsuit. Class Members who are also Aggrieved Employees (defined below) cannot opt-out of the PAGA Settlement and will be bound by the release in the PAGA Settlement. |

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**BASIC INFORMATION**

**1. Why did I get this Notice?**

Storm Water Inspection & Maintenance Services, Inc. (“SWIMS” or “Defendant”) records show that you currently work, or previously worked for SWIMS in California. This Notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you. You have legal rights and options that you may exercise as part of this Settlement.

**2. What is this lawsuit about?**

This lawsuit is about whether SWIMS provided meal periods, permitted rest breaks, paid overtime and minimum wages, paid all wages owed upon termination of employment, and provided proper wage statements, as required by applicable California laws.

SWIMS disputes the allegations in the lawsuit. SWIMS denies that they owe the monies claimed in the lawsuit.

### **3. What is a class action and PAGA action and who is involved?**

In a class action lawsuit such as this, a person called a "Class Representative" sues on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the Plaintiff. The companies sued (in this case SWIMS) are called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

Plaintiff also filed this lawsuit against Defendant as the representative of the State of California and Defendant's other current and former non-exempt employees who performed work at SWIMS in California during the time period of August 25, 2019 through October 11, 2022 (the "Aggrieved Employees"). Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendant to provide meal periods and rest breaks, pay overtime and minimum wages, pay for all hours worked, maintain required records, issue itemized wage statements and pay timely final wages. This is the PAGA component of the class action.

### **4. Why is this lawsuit a class action?**

As part of the Settlement with SWIMS, Plaintiff and SWIMS agreed to conditionally certify the Class with respect to all of the claims Plaintiff alleged against SWIMS as a class action, for settlement purposes only, and to move towards Court approval of the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed upon Class for settlement purposes should not be viewed as a prediction that Plaintiff or the Class would ultimately prevail on the merits.

### **5. What are the terms of the proposed Settlement?**

SWIMS has agreed to pay \$500,000.00 for payments to the Class, incentive award to the Class Representative, administration costs, attorneys' fees and costs, and payment to the LWDA.

The major terms of the Settlement are as follows:

1. SWIMS has agreed to pay \$500,000.00 to settle the claims made in this lawsuit. This is also known as the Gross Settlement Fund.
2. Plaintiff has agreed to release all of his claims against SWIMS.
3. Plaintiff seeks the following deductions from the \$500,000.00 Gross Settlement Fund:
  - a. One-third of the Gross Settlement Fund (equal to \$166,667.00) for Class Counsel Attorneys' Fees.
  - b. Up to \$20,000.00 for reimbursement of Class Counsel's litigation costs.
  - c. An incentive award of \$10,000.00 for Plaintiff Matias Puglisi for having filed this action, work performed, and risks undertaken.
  - d. \$10,800.00 to cover the costs of the Settlement Administrator.
  - e. Payment of \$25,000.00 to the Labor and Workforce Development Agency for release of Private Attorney General Act claims.

If the Court approves each of the requested amounts from the Gross Settlement Fund, the Parties estimate there will be approximately \$266,533.00 remaining. The remaining funds will be referred to as the Net Settlement Fund. The Net Settlement Fund will be distributed to Class Members who do not request exclusion ("Participating Class Members") and according to the following formula:

After the time to object or opt out of the Settlement has passed and after final approval by the Court, Participating Class Members will be paid a pro rata share of the Net Settlement Fund based on their individual weeks worked for SWIMS during the period of November 17, 2016 through October 11, 2022 (the "Class Period")

Your estimated individual Settlement Payment is listed in section 7 of the Notice. Payroll deductions will be made to your individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you.

### **WHO IS IN THE CLASS?**

#### **6. Am I part of this Class?**

The Class includes all of SWIMS' current and former non-exempt employees who worked for SWIMS in California from November 17, 2016 through October 11, 2022 (the "Class Period").

### **YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Class or ask to be excluded from the Settlement, and you have to decide this by no later than January 14, 2023.

#### **7. What is my approximate Settlement payment?**

According to payroll records maintained by SWIMS, the total number of weeks you worked for SWIMS during the Class Period is <<total\_workweeks>>. The total number of pay periods you worked for SWIMS during the PAGA Period is <<PAGA\_workweeks>>.

Based on information provided above and anticipated court-approved deductions, it is estimated your share of the class Settlement proceeds will be \$<<estimated\_payment>>, and individual PAGA payment will be \$<<PAGA\_payment>> less applicable taxes, withholdings and employee garnishments.

Your share of the class Settlement proceeds was calculated based on the number of weeks you worked for SWIMS during the period between November 17, 2016 through October 11, 2022. If you are also an Aggrieved Employee, your individual PAGA payment amount was calculated based on the number of pay periods you worked for SWIMS during the period between August 25, 2019 and October 11, 2022.

You need not do anything further to receive your Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks and pay periods worked during the Class and PAGA Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon SWIMS' records and any information you provide. The Court shall have the right to review any decision made by the Settlement Administrator. Any dispute regarding Settlement must be mailed or faxed to the Settlement Administrator no later than 60 days from the date of Notice mailing.

#### **8. What rights am I releasing if I participate in the Settlement?**

Upon final approval by the Court, the claims released by Class Members (the "Released Claims") are all wage-and-hour claims, demands, rights, liabilities, costs, penalties, interest, attorney's fees, and causes of action, arising during the Class Period, which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Complaint, including, but not limited to, claims for missed meal and rest breaks; meal and rest breaks premiums; unpaid wages, including minimum

wages, regular wages, overtime and double time wages; unpaid vacation; alleged wage statement violations; alleged failure to timely pay all wages due upon separation of employment; alleged off the clock violations; alleged failure to maintain and provide accurate records; alleged waiting time penalties; violations of the California Labor Code, the Business and Professions Code and relevant Wage Orders; unfair business practices premised on the above claims; and penalties under the California Private Attorneys General Act (“PAGA”).

### **9. How do I object to the Settlement?**

If you are a member of the Class above and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Class Members who wish to object to the Settlement must send to the Settlement Administrator a personally signed, written statement objecting to the Settlement postmarked on or before the Notice Response Deadline. The Objection must contain (i) the name of this Action; (ii) the full name, address, telephone number, and last four digits of the Social Security Number of the person objecting as well as the full name, address, and telephone number of any attorney representing said person with respect to the objection; (iii) the words “Objection” at the top of the document; (iv) be personally signed by the Class Member seeking to object to the Settlement, and (v) a statement of the basis for their objections and whether or not the Class Member wishes to appear at the Final Approval Hearing to present oral argument.

As an alternative to written objections, you may appear in person or through counsel at the Final Approval hearing and orally object to the Settlement.

### **10. Why would I ask to be excluded?**

You have the right to exclude yourself from the Settlement. If you exclude yourself—sometimes called "opting-out" of the Class—you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue SWIMS for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this class action.

If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

### **11. How do I ask to be excluded from the Class?**

If you are a member of the Class described above and would like to exclude yourself from the Class ("opt-out") you must submit to the Settlement Administrator, a written, signed request to be excluded from the Settlement (“Request for Exclusion”). The Request for Exclusion must contain (i) the name of this Action; (ii) the full name, address, telephone number, and last four digits of the Social Security Number of the person requesting to be excluded; (iii) the words “Request for Exclusion” at the top of the document; (iv) be personally signed by the Class Member seeking to be excluded, and (v) a statement indicating their desire to be excluded, such as: “I wish to be excluded from the Settlement of the Action, *Matias Puglisi v. Storm Water Inspection & Maintenance Services, Inc.*, Case No. 30-2020-01175159-CU-OE-CXC, currently pending in the Orange County Superior Court.”

This request must be returned to the Settlement Administrator at the address below, and it must be postmarked on or before January 14, 2023. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who opts out of the Class will not be entitled to any recovery under the

Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before January 14, 2023 shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

#### **THE LAWYERS REPRESENTING YOU**

##### **12. Do I have a lawyer in this case?**

The Court decided that the law firm of PARK APC is qualified to represent you and all Class Members. The law firm is called "Class Counsel." The law firm's attorneys are experienced in handling similar cases against other employers.

##### **13. How will the lawyers be paid?**

As part of the Settlement with SWIMS, Class Counsel has requested one-third of the Gross Settlement Fund (equal to \$166,667.00) in attorneys' fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Fund to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs.

##### **14. How will the Named Plaintiffs be paid?**

As part of the Settlement with SWIMS, Class Counsel has requested an enhancement of up to \$10,000.00 to be paid to Matias Puglisi for his efforts in this matter during initial investigation, discovery, mediation and the like, while serving as a Class Representative and taking on the burden and risks of litigation.

#### **THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS**

##### **15. Who is handling the Settlement Administration process?**

Puglisi v SWIMS  
c/o Atticus Administration LLC  
PO Box 64053  
Saint Paul, MN 55164  
Phone: 1-888-234-7088  
[www.SWIMSSettlement.com](http://www.SWIMSSettlement.com)

##### **16. When is the Final Fairness and Approval Hearing and do I have to attend?**

The Final Fairness and Approval Hearing has been set for March 9, 2023 in Department CX102, Superior Court of the State of California, County of Orange, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing to object.

The Final Fairness and Approval Hearing date may change without further notice to the Class. You are advised to check the Settlement website [www.SWIMSSettlement.com](http://www.SWIMSSettlement.com) or the Court's records.

##### **17. When will I get money after the hearing?**

Settlement Awards for Class Members will be mailed to Class Members within sixty (60) calendar days of the Court granting Final Approval of the Settlement.

## GETTING MORE INFORMATION

### 18. Are more details available?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement agreement available through the Settlement Administrator's website at [www.SWIMSSettlement.com](http://www.SWIMSSettlement.com), by contacting class counsel, Sang J Park of PARK APC, at (310) 627-2964, by accessing the Court docket in this case available at [www.occourts.org/online-services/case-access/](http://www.occourts.org/online-services/case-access/) or by visiting the office of the Clerk of the Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. To access the Court's docket from the Court's website, first go to [www.occourts.org/online-services/case-access/](http://www.occourts.org/online-services/case-access/), click on "Civil Case & Document Access," accept the terms, then type in the Case number 30-2020-01175159-CU-OE-CXC and 2020 for "Year Filed." Next select "Register of Actions" to view the Court docket and relevant case documents.

You may contact the Settlement Administrator at the information provided in question 15.

You may contact Class Counsel:

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**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT,  
OR TO ANY OF SWIMS' MANAGERS, SUPERVISORS WITH QUESTIONS.**