

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
and TOMAS VILLAFUERTE, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

Civil Action No. 2:05-CV-01518-LP

THE BRICKMAN GROUP, LTD;
BRICKMAN GROUP, LLC; and
BRICKMAN ACQUISITIONS LTD.

CLASS ACTION

Defendants.

**JOINT MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

NOW come Plaintiffs and Defendants, by and through their undersigned attorneys, and move this Court for an Order granting preliminary approval of the Class Action Settlement Agreement attached hereto as Exhibit 1. For purposes of implementing the settlement only, the parties further move the Court for an Order:

1. Granting Plaintiffs leave to file the Third Amended Complaint attached as Exhibit A to the accompanying Settlement Agreement.

2. Conditionally certifying a Fair Labor Standards Act (FLSA) representative action on behalf of all H-2B workers employed by one or more of the Defendants: (a) during 2003, 2004 and/or 2005 who previously opted-into this action; (b) were named or opt-in plaintiffs to the actions captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, and

Brickman Acquisitions Ltd., Civil Action No. 1:05-cv-0357, and Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, Civil Action No. 1:07-cv-1040, currently pending in the United States District Court for the Western District of Michigan; (c) whose consents to be plaintiff are filed contemporaneously with the filing of the Third Amended Complaint; or (d) during 2006 or 2007. All of these Plaintiffs, opt-ins and the 2006/2007 class are collectively referred to as the “FLSA Class.”

3. Certifying Plaintiffs’ Pennsylvania Wage Payment and Collection Law (“PA WPCL”), Pennsylvania Minimum Wage Act (“PA Min Wage Act”), and Pennsylvania contract claims on behalf of a Rule 23(b)(3) class defined as “all H-2B workers employed by Defendant The Brickman Group, Ltd in Pennsylvania at any time between 2003 and 2007.” (Hereinafter “Pennsylvania Class”).

4. Certifying Plaintiffs’ New York Payment of Wages Act, New York Minimum Wage Act claim, and New York contract claims on behalf of a Rule 23(b)(3) class defined as “all H-2B workers employed by Defendant The Brickman Group, Ltd in New York at any time between 2003 and 2007.” (Hereinafter “New York Class”)

5. Certifying Plaintiffs’ contract and state law wage claims as a Rule 23(b)(3) class action on behalf of a class defined as: “all H-2B workers employed by one or more of the Defendants in 2006 and/or 2007.” (Hereinafter “Contract Class.”)

6. Appointing Plaintiffs as representatives of the “FLSA Class”;

7. Appointing Plaintiffs LEMUS GUERRERO, MARTINEZ VIZCAYA and MARTINEZ BARRERA as representatives of the “Pennsylvania Class;”

8. Appointing Plaintiff JOSE FARIAS CEJA as representative of the “New York Class;”

9. Appointing Plaintiffs MARTINEZ VIZCAYA, MARTINEZ BARRERA and TOMAS VILLAFUERTE as representatives of the “Contract Class;”

10. Appointing the undersigned counsel for Plaintiffs as class counsel for the FLSA class and each of the Rule 23(b)(3) classes.

11. Authorizing Plaintiffs to issue notice to the FLSA class and each of the Rule 23 classes by mailing to the class members, consistent with the provisions of the Settlement Agreement, copies of the Notice of Class Action Lawsuit and Proposed Settlement, and Claims Form attached to the accompanying Settlement Agreement. This notice informs the FLSA class members of their right to consent to participate in this action and file a claim to settlement proceeds. The notice also informs the Rule 23 class members of their right to opt-out of those classes, their right to object to the settlement by October 3, 2008, and their right to file claims to settlement proceeds;

12. Ordering that any member of the Settlement Class who wants to opt out of the Settlement Class and/or object to the settlement must mail a letter to the Claims Administrator stating that he or she wishes to opt-out or stating the nature of his or her objection. Requests to opt-out and objections should list the class member’s name, address, and telephone number. Requests to opt out must be received by the Claims Administrator by February 28, 2009 to be valid. The Claims Administrator will file with the Court any opt-out requests or objections received within five (5) days of receipt as provided in the Settlement Agreement;

13. Setting a hearing, pursuant to Federal Rule of Civil Procedure 23(e) to consider any objections filed and to determine whether the Settlement should be finally approved.

14. Ordering Class Counsel to file moving papers in support of final approval of the Settlement no later than five days before the date set for the settlement hearing.

15. Ordering that, in the event that the Settlement is terminated in accordance with the Settlement Agreement, and upon notification of the Court of such termination, the preliminary approval of the Class Action Settlement Agreement and the other Orders requested herein will no longer have effect.

The interests of justice will be served by granting this motion.

Dated: July 3, 2008

Respectfully submitted,

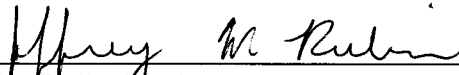


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Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that on July 3, 2008 this JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT is being served by Electronic mail on the Defendant's attorneys at Dechert LLP addressed as follows:

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
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EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
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THE BRICKMAN GROUP, LTD;
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CLASS ACTION

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into on the date(s) listed on the signature page hereof by and between the plaintiffs listed in the captions of the Actions, on their own behalf and on behalf of the Class, (“Plaintiffs”) through their counsel and The Brickman Group, Ltd., now known as The Brickman Group Ltd. LLC (“Brickman”). As used herein, “Parties” shall mean Plaintiffs and Brickman.

WHEREAS, Plaintiffs have commenced the Actions, as defined in Section 2, (which will include the filing of the Amended Complaint attached as Exhibit A to this Agreement in the Pennsylvania Action) asserting, among other claims, that Brickman, Brickman Group, LLC, and Brickman Acquisitions Ltd. failed to pay its H-2B workers for costs that they incurred in coming from their home countries to work for Brickman in the United States and returning to their home countries after completing their seasonal employment with Brickman in the United States;

WHEREAS, Plaintiffs have threatened to bring further actions against Brickman;

WHEREAS, Brickman denies the validity of Plaintiffs' claims;

WHEREAS, the Parties have engaged in months of rigorous, arms-length settlement negotiations aimed at achieving a global settlement;

WHEREAS, Class Counsel, after extensive discovery and investigation, has fully analyzed and evaluated Plaintiffs' claims and has concluded that the terms of this Agreement are fair, adequate, reasonable, and equitable;

WHEREAS, Brickman, despite its belief that it has valid defenses to the claims asserted against it, and the Plaintiffs seek to avoid the expense and inconvenience of further litigation, to resolve any and all disputes between them, to terminate the Actions forthwith, and to avoid any future litigation between them;

NOW, THEREFORE, the Parties agree that all claims of the Class Members be settled, compromised, and dismissed with prejudice on the following terms and conditions:

1. Class Definition. Subject to the Court's approval, and for purposes of this Agreement only, the Parties agree and consent to the certification of the following settlement class ("Class"):

All individuals who worked for Brickman, Brickman Group, LLC, and/or Brickman Acquisitions Ltd. in the United States as an H-2B worker under the U.S. government's H-2B program and: (a) who is a named or opt-in plaintiff to one or more of the Actions; (b) who worked during 2006 and/or 2007; and/or (c) who was assigned to and worked out of a Brickman branch in the Commonwealth of Pennsylvania or the State of New York during such workers' first and/or last workweek of 2003, 2004, and/or 2005.

2. Definitions. In addition to other terms that may be defined elsewhere in this Agreement, the following terms will have the indicated meanings when used in this Agreement:

A. "Actions" means (a) the litigation captioned Juan Javier Rivera and Jose Pablo Lemus, individually and on behalf of others similarly situated v. The Brickman Group, Ltd., Civil Action No. 2:05-CV-01518-LP, currently pending in the United States District Court for the Eastern District of Pennsylvania; (b) the litigation captioned Juan Reymundo Lemus

Guerrero et al. v. Brickman Group, LLC, and Brickman Acquisitions Ltd., Civil Action No. 1:05-cv-0357, currently pending in the United States District Court for the Western District of Michigan, and (c) the litigation captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, Civil Action No. 1:07-cv-1040, currently pending in the United States District Court for the Western District of Michigan.

B. “Alternative Judgment” means the Court’s entry of an order and final judgment in a form other than that attached as Exhibit H,

C. “Claims Administrator” means “Friends of Farmworkers, Inc.” or the other individual(s) or entity selected by Class Counsel, subject to the approval of Brickman, to administer the Settlement.

D. “Class Claims Form” means the form attached as Exhibit B or such other similar form, as approved by the Court, to be sent to the Claims Administrator by Class Members other than the Opt-in Plaintiffs.

E. “Class Counsel” means counsel designated by the Court as counsel to the Class and shall refer to Plaintiffs’ counsel in the Pennsylvania Action unless determined otherwise by the Court.

F. “Class Member” means any natural person included within the Class.

G. “Claimant” shall refer to any Class Member entitled to a payment under the terms of Section 3.

H. “Court” means the Honorable Louis H. Pollak, the Honorable M. Faith Angell, or if both of them are unavailable, another judge of the United States District Court for the Eastern District of Pennsylvania.

I. “Global Class Member” means an individual who worked for Brickman, Brickman Group, LLC, and/or Brickman Acquisitions Ltd. in the United States as an H-2B worker under the U.S. government’s H-2B program and: (a) who is a named or opt-in plaintiff to

one or more of the Actions with claims for periods other than those resolved in Section 3.A.i; (b) who worked during 2006 and/or 2007; and/or (c) was assigned to and worked out of a Brickman branch in the Commonwealth of Pennsylvania or the State of New York during such workers' first and/or last workweek of 2003, 2004, and/or 2005.

J. "Michigan Actions" means the litigation captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, and Brickman Acquisitions Ltd., Civil Action No. 1:05-cv-0357, currently pending in the United States District Court for the Western District of Michigan, and the litigation captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, Civil Action No. 1:07-cv-1040, currently pending in the United States District Court for the Western District of Michigan.

K. "Opt-in Plaintiffs" shall refer to any persons who have filed Consents to be Plaintiff under the Fair Labor Standards Act in any of the Actions up to and including the date of entry of the Preliminary Approval Order of this Settlement and including those individuals who filed their consents concurrently with the Third Amended Complaint being filed as part of this Settlement.

L. "Order and Final Judgment" means the order entered by the Court finally approving a settlement of the Actions.

M. "Pennsylvania Action" means the litigation captioned Juan Javier Rivera and Jose Pablo Lemus, individually and on behalf of others similarly situated v. The Brickman Group, Ltd., Civil Action No. 2:05-CV-01518-LP, currently pending in the United States District Court for the Eastern District of Pennsylvania.

N. "Plaintiff Claims Form" means the form attached as Exhibit C or such other similar form, as approved by the Court, to be sent to the Claims Administrator by Plaintiffs or Opt-in Plaintiffs.

O. "Preliminary Approval Order" means the order entered by the Court preliminarily approving this Settlement.

P. “Released Parties” means: (1) Brickman; (2) all direct and indirect parents, subsidiaries, affiliates, units, divisions, predecessors, and successors of Brickman (hereinafter “affiliated entity” or “affiliated entities”); (3) Brickman’s and any affiliated entity’s past and current employees, officers, directors, partners, agents, owners, shareholders, attorneys, heirs, successors, assigns, predecessors, and legal representatives, in their individual and official capacities; (4) Brickman’s and any affiliated entity’s insurers; (5) Brickman’s and any affiliated entity’s past and present employee benefit plans, as well as the administrators, fiduciaries, affiliates, insurers, and otherwise of all such employee benefit plans; and (6) all other persons, corporations, or other entities who/that might be claimed to be jointly or severally liable with any of the persons or entities named above and with respect to any of the “Claims” or “Released Claims,” as defined in Section 7.

Q. “Settlement” means the settlement described in this Agreement.

R. “Settlement Notice” means the Notice of Class Action Lawsuit and Proposed Settlement attached as Exhibit D, in the form approved by the Court for distribution to Global Class Members.

3. Settlement Payments.

A. Payments to be Made by Brickman. In full and final settlement of the claims of the Class Members, Brickman will make the payments outlined in this Section 3.

i. Within ten (10) days of the Effective Date, as defined in Section 9, Brickman will wire, into an account established and designated by the Claims Administrator to administer this Settlement, the amount of \$89,990.32 in satisfaction of all claims asserted by the Plaintiffs and Opt-in Plaintiffs to the Actions, excluding any claims to payment that such plaintiffs may have under Section 3.A.iii for 2001 in New York, 2002 in New York or Pennsylvania, 2005 (only for those Opt-in Plaintiffs who first filed their consents concurrently with the Third Amended Complaint being filed as part of this Settlement), 2006, and/or 2007.

a. All such Plaintiffs and Opt-in Plaintiffs shall be required to execute the Plaintiff Claims Form attached as Exhibit C prior to receipt of funds under this Agreement. The Claims Administrator will provide a copy of each Plaintiff Claims Form received under this Section to counsel for the Parties within fourteen (14) days of receipt or on such other periodic basis as may be agreed between counsel for the Parties.

b. After receiving this payment from Brickman, the Claims Administrator will send to each such Plaintiff and Opt-in Plaintiff, following receipt of the executed Plaintiff Claim Form by such Plaintiff or Opt-in Plaintiff as required by Section 3.A.i.a, a payment in the amount payable to such Plaintiff or Opt-in Plaintiff, as specified in Exhibit E or otherwise agreed to by the Parties.

c. If determined to be necessary by the Claims Administrator, special expenses related to transmission of a payment to a Claimant may be deducted from the amount of the payment listed on Exhibit E or otherwise agreed to by the Parties.

d. Notwithstanding any other provision in this Agreement, in the event that the Claims Administrator has not received an executed Plaintiff Claims Form as required by this Agreement by March 15, 2009 from a Plaintiff or Opt-in Plaintiff, the Claims Administrator shall promptly send to Brickman payment in the total amount otherwise due to such Plaintiff(s) or Opt-in Plaintiff(s). In the event that a Plaintiff or Opt-in Plaintiff prior to May 15, 2010 has executed the Plaintiff Claims Form subsequent to funds in settlement of his claim having been returned to Brickman, Brickman shall promptly upon receipt of a copy thereof from the Claims Administrator transmit to the Claims Administrator the amount due to that Claimant.

e. Any Opt-in Plaintiff who asserts that he has not been credited with having worked in 2003, 2004, or 2005 in error as part of this Settlement shall have until September 15, 2008 to furnish Plaintiffs' counsel with evidence

supporting his asserted claim. Plaintiffs' counsel shall promptly notify Defendant's counsel, and in no event later than September 22, 2008, of any such claim by an Opt-in Plaintiff.

(1) In the event that Plaintiffs' counsel and Defendant's counsel agree that the Opt-in Plaintiff has a valid additional claim for 2003, 2004, or 2005 for which such Opt-in Plaintiff has not been credited, the Claims Administrator shall have authority to pay an amount directed by the Parties toward this claim out of the "Global Class Claim Fund" provided for below. In that event, the \$569,000 referenced in Section 3.A.ii and the \$430,000 referenced in Section 3.A.iv shall each be reduced by the amount payable to such Opt-in Plaintiff under this Section. In no event shall payments made under this Section result in the payment by Brickman of more than the maximum amount required to be paid by it into the Global Class Claim Fund (\$569,000).

(2) In the event that Plaintiffs' counsel and Defendant's counsel disagree as to whether the Opt-in Plaintiff has a valid additional claim for 2003, 2004, or 2005 for which such Opt-in Plaintiff has not been credited, counsel will attempt to resolve any such dispute in good faith. In the event that the dispute cannot be resolved prior to the distribution by the Claims Administrator following the close of the First Claims Period, the dispute will be submitted to the Court for a resolution prior to the distribution to the class following the close of the Second Claims Period. In the event that the Court has not resolved the disputed claim prior to the distribution to the class following the close of the Second Claims Period and Brickman has already paid the maximum amount required to be paid by it into the Global Class Claim Fund (\$569,000), the Claims Administrator will withhold from the distribution to the class following the close of the Second Claims Period an amount necessary to pay the

disputed claim. The Court's resolution of a dispute under this Section shall be final, and the Parties waive any right to appeal.

ii. Brickman will pay up to a maximum of \$569,000 (subject to subsection i.e.(1)) into a "Global Class Claim Fund" to settle the claims of Global Class Members, as defined in Section 2.I, in satisfaction of all (a) claims for 2006 and/or 2007; (b) claims by individuals other than Plaintiffs or Opt-in Plaintiffs for 2003, 2004, and/or 2005 in New York or Pennsylvania; and (c) claims of Plaintiffs and Opt-in Plaintiffs for 2001 in New York, 2002 in New York or Pennsylvania, and/or 2005 for those Opt-in Plaintiffs who filed their consents concurrently with the Third Amended Complaint and that are not covered by the payment described in Section 3.A.i above.

iii. Claims Against Global Class Claim Fund of Plaintiffs and Opt-in Plaintiffs.

a. Within ten (10) days of the Effective Date, as defined in Section 9, Brickman will wire, into an account established and designated by the Claims Administrator to administer this Settlement, the amount calculated in accordance with subsection iii.d below (subject to subsection iii.b.(1) below) in satisfaction of all claims asserted by the Plaintiffs and Opt-in Plaintiffs to the Actions for 2001 in New York, 2002 in New York or Pennsylvania, 2005 for those Opt-in Plaintiffs who filed their consents concurrently with the Third Amended Complaint and that are not covered by the payment described in Section 3.A.i above, 2006, and/or 2007.

b. All such Plaintiffs and Opt-in Plaintiffs shall be required to execute the Plaintiff Claims Form attached as Exhibit C prior to receipt of funds under this Agreement. Each Plaintiff and Opt-in Plaintiff shall be required to execute only one Plaintiff Claims Form in order to receive funds pursuant to subsection i above and/or pursuant to this subsection. The Claims Administrator will provide a copy of each Plaintiff Claims Form obtained under this Section to counsel for the

Parties within fourteen (14) days of receipt or on such other periodic basis as may be agreed between counsel for the Parties.

(1) The Claims Administrator shall not require Brickman to transmit any funds payable to a Plaintiff or Opt-in Plaintiff from the Global Class Claim Fund until such Plaintiff or Opt-in Plaintiff has returned to the Claims Administrator an executed Plaintiff Claims Form as required by this Section.

(2) In the event that a Plaintiff or Opt-in Plaintiff entitled to funds under this subsection from the Global Class Claim Fund has failed to execute the required Plaintiff Claims Form prior to the distribution to the class following the close of the Second Claims Period and Brickman has paid the maximum amount required to be paid by it into the Global Class Claim Fund (\$569,000), then the Plaintiff or Opt-in Plaintiff shall forfeit their claim against the Global Class Claim Fund and those funds shall be available for pro rata distribution to class members as part of the distribution to the class following the close of the Second Claims Period.

In the event that such a Plaintiff or Opt-in Plaintiff prior to May 15, 2010 has executed the Plaintiff Claims Form, then in accordance with Section 3.H he shall be entitled to receive payment or partial payment on this claim from the residual undistributed amount in the Global Class Claim Fund, if any. Such Plaintiff or Opt-in Plaintiff will be entitled to no payment under this Section if he submits an executed Plaintiff Claims Form on or after May 15, 2010.

c. If determined to be necessary by the Claims Administrator, special expenses related to transmission of a payment under this subsection iii to a Claimant may be deducted from the amount of the payment calculated to be due to such Claimant under Section 3.A.iii.d.

d. The amount due from the Global Class Claim Fund to each Plaintiff or Opt-in Plaintiff under this Section 3.A.iii shall be determined as follows:

(1) Each Plaintiff or Opt-in Plaintiff determined to have been employed in New York in 2001 or 2002 shall be entitled to a payment in the amount of \$375 per year except that this amount shall be reduced by any amount otherwise credited to that Plaintiff or Opt-in Plaintiff for an untimely claim for that year.

(2) Each Plaintiff or Opt-in Plaintiff determined to have been employed in Pennsylvania in 2002 shall be entitled to a payment in the amount of \$375 except that this amount shall be reduced by any amount otherwise credited to that Plaintiff or Opt-in Plaintiff for an untimely claim for that year.

(3) Each Opt-in Plaintiff who filed his consent concurrently with the Third Amended Complaint determined to have been employed in 2005 for whom no payment has otherwise been credited for that year under this Settlement shall be entitled to a payment in the amount of \$375, except that this amount shall increase to \$450 for any such Opt-in Plaintiff who was recruited in that year in Guatemala.

(4) Each Plaintiff or Opt-in Plaintiff determined to have been employed in 2006 or 2007 shall be entitled to a payment in the amount of \$375 per year, except that this amount shall increase to \$450 per year for any Opt-in Plaintiff who was recruited in that year in Guatemala.

iv. Calculation of Payments by Brickman for Global Claims. For each of the first 1,225 valid Global Claims submitted in accordance with Sections 3.A.iii and 3.B, Brickman will pay the amount of \$375 per valid Global Claim up to a maximum of \$430,000 (subject to subsection i.e.(1)). For each valid Global Claim received by the

Claims Administrator after the first 1,225 claims, Brickman will pay the amount of \$265 per valid Global Claim up to a maximum of \$139,000.

a. For purposes of determining the number of valid claims against the Global Class, each year of employment for which payments are made to Plaintiffs and Opt-in Plaintiffs under Section 3.A.iii above shall count as a single “Global Claim.”

b. Calculation of Number of Other Global Claims. For each Global Class Member other than Plaintiffs or Opt-in Plaintiffs who files a Class Claims Form that is not disputed or that was disputed but such dispute was resolved, each year that falls within components (b) and/or (c) of the Class, as defined in Section 1, and during which such Global Class Member worked for Brickman, Brickman Group, LLC, and/or Brickman Acquisitions Ltd. will count as a single “Global Claim.” By way of example, an H-2B worker who worked for Brickman during 2006 will have one Global Claim, whereas an individual who worked for Brickman during 2006 and 2007 will have two Global Claims.

B. Payment and Distribution of Global Claims to Persons Other Than Plaintiffs and Opt-in Plaintiffs.

i. Class Claims Forms from Global Class Members other than Plaintiffs or Opt-in Plaintiffs under this Section 3.B will be received by the Claims Administrator during two claims periods.

a. The first claims period will encompass all Global Claims received by the Claims Administrator through the later of September 30, 2008 or the Effective Date (“First Claims Period”).

b. The second claims period will encompass all Global Claims received by the Claims Administrator after the First Claims Period through February 28, 2009 or such later date as may be mutually agreed to by the Parties (“Second Claims Period”).

ii. Within seven (7) days of the close of each of the First Claims Period and Second Claims Period, the Claims Administrator will calculate, and provide written notice to Brickman of, the amount payable by Brickman in accordance with the provisions of this Section 3.B.

a. In making these calculations, the Claims Administrator will include the Global Claims received under Section 3.A.iii for Plaintiffs and Opt-in Plaintiffs in determining the total number of valid claims made, but will then subtract the amount paid by Brickman under Section 3.A.iii in determining the amount payable by Brickman under this Section.

b. By way of example, if Brickman paid \$37,500 for 100 claims by Plaintiff and Opt-in Plaintiffs against the Global Class Claim Fund under Section 3.A.iii, and the Claims Administrator received 1,125 *additional* Global Claims during the First Claims Period, Brickman would be required to pay \$392,500 since it would have then paid the initial maximum of \$430,000 for the first 1,225 claims.

c. By way of further example, if Brickman paid \$37,500 for 100 claims by Plaintiff and Opt-in Plaintiffs against the Global Class Claim Fund under Section 3.A.iii, and the Claims Administrator received 1,225 *additional* Global Claims during the First Claims Period, Brickman would be required to pay \$419,000 (i.e., \$430,000 + \$26,500 - \$37,500).

iii. Within ten (10) days of the receipt of such written notice, Brickman will wire, into an account established and designated by the Claims Administrator to administer this Settlement, the amount payable to the Claims Administrator for distribution to Global Class Members other than Plaintiffs and Opt-in Plaintiffs. Notwithstanding the foregoing, in no event will Brickman be required to make any payments under this Section before the Effective Date.

iv. The Claims Administrator will distribute the payment to each Global Class Member apart from Plaintiffs and Opt-in Plaintiffs entitled to distribution from the Global Class Fund as specified above, equitably between Class Claimants.

v. In determining the amount to be distributed to Global Class Claimants in the First Claims Period, the Claims Administrator, in his or her discretion, shall have the authority to assign and pay different values for each Global Claim received during the First Claims Period on the basis of legitimate factors such as country of origin and distance of travel.

vi. In determining the amount to be distributed to Global Class Claimants in the Second Claims Period, the Claims Administrator, in his or her discretion, shall have the authority to assign and pay different values for each Global Claim received during the Second Claims Period on the basis of legitimate factors such as country of origin and distance of travel. In addition, if the number of Global Claims is sufficiently great that Claimants in the Second Claims Period would receive significantly lower levels of funds as judged by the Claims Administrator than those in the First Claims Period, the Claims Administrator may value claims for work performed in 2007 at a higher level than for work performed in prior years.

vii. In no event will the exercise of discretion by the Claims Administrator in determining the amount of distribution to class members result in Brickman paying any amounts in addition to that set forth in Section 3.A.ii above.

viii. If determined to be necessary by the Claims Administrator, special expenses related to transmission of a payment to a Claimant may be deducted from the amount of the payment otherwise due to such Claimant.

ix. Prerequisites to Payment.

a. To receive a payment under this Section 3.B, a Global Class Member must mail or deliver to the Claims Administrator or its agent a fully executed Class Claims Form releasing all legal claims against Brickman or its

subsidiaries or affiliates, substantially in the form attached as Exhibit B as approved by the Court.

b. The Claims Administrator may designate local agents to receive claims from Claimants outside of the United States and to assist in the distribution of notices and payments to Claimants.

c. The Class Claims Form must be received by the Claims Administrator or its agent no later than February 28, 2009 or such later date as may be mutually agreed to by the Parties. The Claims Administrator or its agent must date stamp the Class Claims Form upon receipt.

d. Notwithstanding the foregoing, the Claims Administrator may direct that settlement funds be paid to Global Class Members who have filed Class Claims Forms received after February 28, 2009 under the following circumstances.

(1) If such Global Class Member exercised reasonable diligence in filing the Class Claims Form as soon as reasonably possible and the Class Claims Form has been received prior to transmission to Brickman of the notice required under Section 3.B.ii, it shall be included in the notice to Brickman under Section 3.B.ii, together with an explanation as to why the Claims Administrator is accepting the Class Claims Form as timely.

(2) If such Global Class Member exercised reasonable diligence in filing the Class Claims Form as soon as reasonably possible, but the Class Claims Form has been received subsequent to notice required under Section 3.B.ii and prior to receipt of payment from Brickman, the Claims Administrator may promptly request Brickman to calculate the amount of the final payment due as including the untimely Class Claims Form.

(3) If such Global Class Member exercised reasonable diligence in filing the Class Claims Form as soon as reasonably possible, but the Class Claims Form has been received subsequent to receipt of final payment from Brickman, the Claims Administrator may honor the Global Claim if the Claims Administrator has not yet begun distribution of funds under the Second Claims Period to Claimants. Under such circumstances this shall not affect the amount of funds required to be paid by Brickman under Section 3.B.iii. In no event will Brickman have any obligation to pay more than \$569,000 (subject to Section 3.A.i.e.(1)) for claims made against the Global Class Claim Fund.

(4) If such Global Class Member exercised reasonable diligence in filing the Class Claims Form as soon as reasonably possible, but the Class Claims Form has been received subsequent to the mailing of the first payment to a Global Class Claimant following the Close of the Second Claims Period, the Global Claim may be held in suspense status to be honored with Court approval if there is any residue of undistributed funds subsequent to March 2010 as further provided below.

(5) The Claims Administrator shall notify Brickman of the action taken as to untimely claims.

(6) Brickman shall have the right to object to being required to make additional payments as a result of untimely claims. In the event of such an objection the Court shall determine this matter as provided below as to other disputed claims.

e. Provided that the Class Claims Form is executed, an error by a Global Class Member in otherwise completing a Class Claims Form will not disqualify such Global Class Member from entitlement to payment under this Section if the Claims Administrator is satisfied, using reasonable discretion, that the Global Class Member is otherwise entitled to payment and neither Party

objects to such payment prior to distribution following the close of the applicable claims period.

x. Disputes. The Claims Administrator will use good faith, reasonable efforts to verify the accuracy of the information on the Class Claims Form and the entitlement of the individual listed on the Class Claims Form to receive a payment under this Section. The Claims Administrator will provide a copy of each Class Claims Form received under this Section to counsel for the Parties within fourteen (14) days of receipt or on such other periodic basis as may be agreed between counsel for the parties.

a. If counsel to either Party objects to the validity, in whole or in part, of the Global Claims submitted on such Class Claims Form, such counsel will provide notice to counsel for the other Party and the Claims Administrator prior to the distribution by the Claims Administrator following the close of the applicable claims period.

b. Counsel for the Parties and the Claims Administrator will attempt to resolve any such disputes in good faith.

c. In the event that the dispute cannot be resolved prior to the distribution by the Claims Administrator following the close of the applicable claims period, the payment to such Global Class Member will be held by the Claims Administrator and the dispute will be submitted to the Court for resolution.

d. The Court's resolution of a dispute under this Section shall be final, and the Parties waive any right to appeal.

C. Other Payments by Brickman

i. Payment by Brickman for Claims Administration. Within ten (10) days of the entry of the Preliminary Approval Order, substantially in the form attached as Exhibit F, Brickman will wire, into an account established and designated by the Claims Administrator to administer this Settlement, the amount of \$25,000 to the Claims

Administrator to cover the costs associated with the duties of the Claims Administrator under this Agreement. Brickman shall have no obligation to make any further payments for administration of this Settlement or otherwise.

ii. Payment by Brickman for Attorneys' Fees and Costs.

a. Within ten (10) days of the Effective Date, provided that Brickman has received a completed and executed W-9 form from Friends of Farmworkers, Inc., Brickman will send a check payable to "Friends of Farmworkers, Inc.," Plaintiffs' Counsel, in the amount of \$336,000.00. This check shall be sent to the office of Friends of Farmworkers, Inc., 924 Cherry Street, 4th floor, Philadelphia, PA 19107. This sum is being allocated to cover all attorneys' fees and costs incurred by any attorney or organization in connection with the Pennsylvania Action, including (without limitation) any fees to which Class Members or their attorneys may claim to be entitled under the Fair Labor Standards Act or any other statute, regulation, or otherwise. Brickman shall not deduct any taxes from this sum but shall issue appropriate 1099 form(s) with respect to this payment. Any disputes between or among any of Plaintiffs' counsel in the Pennsylvania Action shall be the sole responsibility of such counsel to resolve. In no event shall Brickman have any liability for the allocation of such attorneys' fees and costs among counsel. The Settlement shall not in any way be delayed by the resolution or non-resolution of any such disputes.

b. Within ten (10) days of the Effective Date, provided that Brickman has received a completed and executed W-9 form from "Michigan Migrant Legal Assistance Project, Inc." Brickman will send a check payable to "Michigan Migrant Legal Assistance Project, Inc.," Plaintiffs' Counsel, in the amount of \$86,000.00. This check shall be sent to the office of Michigan Migrant Legal Assistance Project, 648 Monroe NW, Suite 318, Grand Rapids, MI 49503. This sum is being allocated to cover all attorneys' fees and costs incurred by any attorney or organization in connection with the Michigan Actions, including (without limitation) any fees to which Class Members or their attorneys may

claim to be entitled under the Fair Labor Standards Act or any other statute, regulation, or otherwise. Brickman shall not deduct any taxes from this sum but shall issue appropriate 1099 form(s) with respect to this payment. Any disputes between or among any of Plaintiffs' counsel in the Michigan Actions shall be the sole responsibility of such counsel to resolve. In no event shall Brickman have any liability for the allocation of such attorneys' fees and costs among counsel. The Settlement shall not in any way be delayed by the resolution or non-resolution of any such disputes.

D. Notice by Claims Administrator. Within fourteen (14) days of the first and second claims period distributions from the Global Class Claim Fund to non-Plaintiff or Opt-in Plaintiff Class Members by the Claims Administrator in accordance with this Section 3.B, the Claims Administrator will provide written notice to Brickman of the amount of payments sent to each Claimant Class Member.

E. Payments are not Wages. The payments that will be made to Plaintiffs, Opt-in Plaintiffs, and Class Members under this Agreement are reimbursements for expenses incurred by the Class Members. These payments are not wages and will not be subject to withholding.

F. No Other Payments. The entire financial obligations of Brickman as part of this Settlement are described in this Section 3. Other than as described in this Agreement, Brickman shall have no other obligations to effectuate the Settlement or this Agreement.

G. Deceased Plaintiff, Opt-in Plaintiff, or Global Class Member.

i. If a Plaintiff, Opt-in Plaintiff, or Global Class Member entitled to payment under this Agreement is deceased, the Claims Administrator may accept and pay a Global Claim filed by a family member of such deceased Global Class Member, subject to such proof as the Claims Administrator may require.

ii. If a Claimant entitled to payment under this Agreement becomes deceased after submitting the applicable Claims Form, the Claims Administrator may direct that payment be made to a family member, subject to such proof as the Claims Administrator may require.

H. No Reversion to Brickman.

i. In the event that any payment to a Claimant has not been able to be transmitted to that Claimant at the addresses or locations identified by the Claimant, Brickman, upon the request of the Claims Administrator, agrees to provide any addresses or telephone numbers more recent than those on file with the Claims Administrator as may be contained within Brickman's COINS payroll system and/or that portion of the database maintained by Latin Labor Solutions ("LLS") to which Brickman has access at the time. In the case of Claimants from Guatemala, Brickman shall attempt to obtain any information available from Evelio Cordon.

ii. In the event that any check sent to a Claimant by the Claims Administrator under this Section 3 is not cashed within six (6) months after its initial mailing, the Claims Administrator will cancel payment on such check ("Canceled Check") if it has not been returned.

iii. Within ten (10) months of the close of the Second Claims Period, the Claims Administrator will provide to both Parties a listing of each such Canceled Check, its intended recipient Class Member, and its amount together with a listing of any other undistributed funds.

iv. The Parties will confer in good faith as to what should be done with the sum of all such Canceled Checks and other undistributed funds, provided that none of this amount shall be paid finally to Brickman, Plaintiffs' Counsel, Class Counsel, or the Claims Administrator.

v. In the event that any dispute as to the final distribution of the sum of all such Canceled Checks and other undistributed funds cannot be resolved by May 15, 2010, the sum of all such Canceled Checks and other undistributed funds will be held by the Claims Administrator (unless a party to whom a payment is due can be located) and the dispute will be submitted to the Court for resolution.

vi. The Court may order that such amounts be distributed to Class Members who submitted untimely claims and thus did not receive payment under this Settlement, if any.

vii. The Court's resolution of a dispute under this Section shall be final, and the Parties waive any right to appeal.

viii. By May 15, 2010 the Claims Administrator shall file a report with the Court as to Claimants and amounts of funds to whom distributions have been made and as to the Claimants and amounts of funds which have not been distributed.

ix. No funds received under this Settlement shall revert to Brickman, Plaintiffs' Counsel, Class Counsel, or the Claims Administrator.

I. Brickman Not Liable. Brickman shall not have any liabilities, obligations, or responsibilities with respect to the calculation, disposition, distribution, or otherwise of any payments made by it under this Agreement after it has transferred such amounts to the Claims Administrator or counsel as described in this Section. Brickman shall not be liable for any actions taken by the Claims Administrator in performing his or her duties under this Agreement, including without limitation any distributions or payments, or the amounts of such distributions or payments, made by the Claims Administrator. The Claims Administrator agrees to be solely responsible for and agrees to defend, indemnify, and hold harmless Brickman from all liabilities, costs, or expenses (including reasonable attorneys' fees), or interest or penalties, resulting from any action or inaction taken by the Claims Administrator.

4. Approval of Settlement.

A. Preliminary Approval. At a time and in a form to be mutually agreed upon by the Parties, Class Counsel shall submit to the Court a motion for preliminary approval of the Settlement and requesting entry of the Preliminary Approval Order in the form attached as Exhibit F; requesting entry of the amended complaint, in the form attached as Exhibit A, on the docket as filed; authorizing distribution of the Settlement Notice attached as Exhibit D to Global Class Members; and authorizing distribution of the Claims Form attached as Exhibit B to Global Class Members.

B. Notice to Global Class Members.

i. List of Global Class Members.

a. Within three (3) business days of the Court's entry of the Preliminary Approval Order substantially in the form attached as Exhibit F, Brickman will send to the Claims Administrator in computer readable format where possible, with a copy to Class Counsel, the identity, most recent Brickman branch location for those Global Class Members who worked in 2006 and/or 2007, whether employed as an H-2B worker in 2006 and/or 2007 (and whether currently employed), and most recent address and telephone number of Global Class Members that can be determined from Brickman's COINS payroll system and information most recently provided to Brickman by LLS from the LLS database ("Class List").

b. For those persons on the Class List who are active employees of Brickman (as evidenced by Brickman's COINS payroll system) at the time the Class List is generated by Brickman, Brickman will provide the current United States mailing address, telephone numbers, current branch location to which they are assigned, and country of permanent residence, as contained within Brickman's COINS payroll system. Brickman will use reasonable efforts to obtain and provide, by September 30, 2008, the most recent foreign address and telephone number for such active employees.

c. For those Global Class Members on the Class List who are from Mexico and are not active employees of Brickman at the time the Class List is generated by Brickman ("Non-Active Mexican Class Members"), Brickman will use reasonable efforts to determine, using information most recently provided to it by LLS from the LLS database, the most recent foreign address and telephone number for such Non-Active Mexican Class Members, which will be included on the Class List.

d. For those Global Class Members on the Class List who are from Guatemala and are not active employees of Brickman at the time the Class List is generated by Brickman (“Non-Active Guatemalan Class Members”), Brickman will use reasonable efforts to obtain and provide the most recent foreign address and telephone number for such Non-Active Guatemalan Class Members in the possession of Evelio Cordon.

e. For those Global Class Members on the Class List who are from El Salvador, if any, and who are not active employees of Brickman at the time the Class List is generated by Brickman, if any, Brickman will use reasonable efforts to attempt to obtain the most recent foreign address and telephone number for such Global Class Members.

f. Notwithstanding the foregoing, Brickman shall have no obligation to provide information relating to any Global Class Member who did not work for Brickman in 2006; 2007; or 2003, 2004, or 2005 in New York or Pennsylvania.

g. If the Claims Administrator supplies information to Brickman that notice which was sent to an address obtained from Brickman was not delivered, Brickman agrees to use reasonable efforts to assist the Claims Administrator in supplying additional information that is contained in Brickman’s COINS payroll system or that portion of the LLS database to which Brickman has access at the time that might help in locating such Global Class Members. In the case of Claimants from Guatemala, Brickman shall attempt to obtain any information available from Evelio Cordon.

h. Although Brickman will undertake reasonable efforts to obtain the above information, it is understood that Brickman makes no representations or warranties as to the accuracy of the information provided by or through it under this Section. Class Members covenant not to sue Brickman based on any claim or cause of action related to or arising out of an allegation that information provided under this Section is not accurate. Other than as described in this Section,

Brickman will have no further obligations to identify or provide information regarding actual or potential Class Members.

ii. Class Notice to Current Brickman H-2B Employees in the Global Class.

In addition to the mailing by the Claims Administrator described in Section 4.B.iii, Brickman will post at branch offices at which Global Class Members who worked for Brickman in 2006 and/or 2007 are employed on the date this Agreement is executed, in locations accessible to such workers, the notice attached as Exhibit G. Such notices shall be in Spanish.

iii. Mailing to Global Class Members. As soon as practicable following the receipt of the Class List and the Court's preliminary approval of this Settlement, the Claims Administrator will distribute the translated Settlement Notice and Claims Form, in the form approved by the Court, to the Global Class Members. The Claims Administrator may take whatever other actions he or she deems appropriate to provide notice of the Settlement to Global Class Members, including holding meetings in Mexico or Guatemala, mailing additional notices, or advertising within Mexico or Guatemala, provided that the Claims Administrator has received the approval of the Parties (which shall not be unreasonably withheld) prior to taking such action. The Claims Administrator, Class Counsel, and Plaintiffs' counsel will not attempt to contact or contact Class Members in person, by telephone, or by other real time means while such Class Members are on Brickman's premises or otherwise engaging in work-related duties for Brickman. The cost of any actions taken under this Section will be paid entirely from the fund described in Section 3.C.i of this Agreement.

C. Objections. Those Class Members who wish to present objections to the Settlement must do so in a writing to be received by the Claims Administrator by October 3, 2008, as described in the Settlement Notice and Preliminary Approval Order.

i. Upon receiving an English language objection to the Settlement, the Claims Administrator will date stamp the original objection received and file the original objection with the Court within seven (7) days of receipt.

ii. In the event that the objection received is in a language other than English, the Claims Administrator will date stamp the original objection received, send a copy of the objection to the Parties within seven (7) days of receipt, and have the original objection translated into English within ten (10) days of receipt. The Claims Administrator will send the translated version of the objection to the Parties within two (2) business days of receipt of the translation. Either Party may dispute the translation, in whole or in part, within ten (10) days of receiving the translation by sending notice to the other Party and the Claims Administrator. If no Party disputes the translation, the Claims Administrator will file the original and translated objection with the Court within two (2) business days of the expiration of the ten-day dispute period. If either Party disputes the translation of the objection, in whole or in part, the Parties and the Claims Administrator will attempt to resolve any such disputes in good faith. In the event that the dispute cannot be resolved, the Claims Administrator will file the original and disputed translated versions of the objection with the Court.

iii. Notwithstanding the foregoing, the Claims Administrator must file all original and where completed translated objections with the Court no later than five (5) days prior to the fairness hearing scheduled by the Court.

D. Exclusion from the Settlement. Each Class Member will be bound by the terms of this Agreement, including without limitation the release in Section 7 of this Agreement, unless such Class Member opts out of the Settlement as described in the Settlement Notice and Preliminary Approval Order.

i. All such opt out notices must be in writing, state that the Class Member wishes to be excluded from the Settlement, and be received by the Settlement Administrator or its local agent outside of the United States no later than February 28, 2009.

ii. Any Class Member who files a timely request to be excluded from the Settlement will not be bound by the terms of this Agreement and will not be held to release any claims for individual relief.

iii. The Claims Administrator, or its local agent outside of the United States, as applicable, will date stamp the original of any opt-out request it receives, send a copy of such opt-out request to counsel for the Parties within five (5) days of receipt, and file the original opt-out request with the Court within five (5) days of receipt.

iv. In the event that 110 or greater Class Members opt out of this Settlement by the close of the First Claims Period, Brickman shall have the right to withdraw from the Settlement and this Agreement with no further obligation.

E. Entry of Final Judgment. If, after the fairness hearing scheduled by the Court, the Court approves the Settlement, the Parties will request that the Court enter an Order and Final Judgment in the form attached as Exhibit H.

5. Stay of Michigan Actions. The Parties agree that they will work together cooperatively to take whatever actions are necessary to stay the Michigan Actions until the Court refuses to approve the Settlement or the Settlement is otherwise terminated. Upon the entry by the Court of the Order and Final Judgment, Plaintiffs will take whatever action is necessary to promptly dismiss with prejudice the Michigan Actions in their entirety.

6. Amended Complaint and Tolling of Claims.

A. Annexed hereto as Exhibit A is a Third Amended Complaint which the parties stipulate may be filed with the Court.

B. It is agreed that if this Settlement is approved by the Court, Defendant shall have no obligation to file an answer to the Third Amended Complaint.

C. The parties have separately stipulated to the tolling of claims relating to 2006 and 2007 which were timely as of January 18, 2008 and of certain Pennsylvania and New York claims relating to 2003, 2004, or 2005 in Pennsylvania and 2005 or earlier years in New York which were timely as of February 12, 2007. The parties agree that if this Agreement is preliminarily approved by the Court, the tolling agreements referenced in the previous sentence shall remain in effect through the Effective Date.

D. In the event that the Settlement is terminated pursuant to Section 8, Plaintiffs shall promptly withdraw any amended complaint filed in the Pennsylvania Action in connection with the Settlement.

E. In accordance with 28 U.S.C. §1367(d) any claims asserted in the Third Amended Complaint under the supplemental jurisdiction of the Court or as federal claims shall be tolled during the pendency of those claims as asserted in the Third Amended Complaint and for 30 days thereafter.

7. Release. In consideration of all settlement payments made by Brickman under this Agreement, upon the Effective Date, all Class Members who have not timely excluded themselves from the Settlement in accordance with Section 4.D of this Agreement, whether or not they object to the Settlement and whether or not they submit a claims form referenced in this Agreement and receive payment under this Agreement, unconditionally and irrevocably discharge, release, and remise the Released Parties (as defined in Section 2.P of this Agreement), jointly and severally, of and from all claims, causes of action, suits, charges, debts, dues, sums of money, attorneys' fees and costs, accounts, bills, covenants, contracts, torts, agreements, expenses, wages, compensation, promises, damages, judgments, rights, demands, or otherwise ("Claims"), known or unknown, in law or equity, accrued or unaccrued, contingent or noncontingent, that were or could have been asserted in the Actions and that relate to unpaid compensation of any kind, under whatever legal theory, arising at any time up to and including the date this Agreement is executed, whether or not capable of proof as of the date this Agreement is executed, whether common law or statutory, whether or not now recognized, that such Class Member, or anyone claiming by, through, or under him (including without limitation his heirs, executors, personal representatives, administrators, assigns, and spouse(s)) in any way might have, or could have, against any of the Released Parties. The Claims enumerated above ("Released Claims") shall include without limitation, and only by way of example, all Claims arising from or relating to the costs incurred by such Class Member in coming from their home countries to work for any of the Released Parties in the United States and returning to their home countries after completing their seasonal employment with any of the Released Parties in the United States and all Claims for unpaid wages, minimum wages, overtime wages, prevailing

wages, improper wage deductions, unreimbursed expenses, de facto wage deductions, or other compensation, including (without limitation) Claims under the Fair Labor Standards Act or other foreign, federal, state, or local statutes or common law. Each Class Member hereby agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim or Claims barred or released by this Agreement. Notwithstanding the foregoing, this release does not include any claims for workers' compensation benefits.

8. Termination. Each Party shall have the right to terminate the Settlement and this Agreement by providing written notice to the other Party of its election to do so within thirty (30) days of (a) the Court declining to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit F, (b) the Court's refusal to approve any part of the Settlement, (c) the Court declining to enter the Order and Final Judgment substantially in the form attached hereto as Exhibit H, (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any court with appellate jurisdiction, or (e) the date upon which an Alternative Judgment is modified or reversed in any material respect by any court with appellate jurisdiction. A modification at any stage or reversal on appeal of the total amount of money required to be paid by Brickman as described in Section 3 of this Agreement shall constitute a change that would entitle a Party to terminate the Settlement and this Agreement pursuant to this Section. Brickman shall also have the right to terminate the Settlement and this Agreement by providing notice to the Plaintiffs of its election to do so within thirty (30) days of (a) the Court declining to certify a class or classes encompassing all individuals falling within the Class, as defined in Section 1, (b) the Court certifying a class or classes resulting in fewer than all members of the certified class or classes being bound by the release in Section 7 of this Agreement, regardless of whether such member of the certified class or classes submits a claim or receives a monetary payment under the approved settlement, or (c) the close of the First Claims Period, if 110 or greater Class Members have excluded themselves from the Settlement pursuant to Section 4.D.

9. Effective Date of Settlement. The Effective Date of the Settlement shall be the date when all of the following have occurred:

A. Entry of the Preliminary Approval Order substantially in the form attached hereto as Exhibit F, or entry of a Preliminary Approval Order not substantially in the form attached with respect to which neither Party timely invokes its termination rights pursuant to Section 8;

B. Final approval by the Court of the Settlement, following notice to the Class and a fairness hearing, as prescribed by Federal Rule of Civil Procedure 23;

C. Entry by the Court of an Order and Final Judgment in the form attached as Exhibit H (or entry by the Court of an Order and Final Judgment in a form other than that attached as Exhibit H with respect to which neither Party timely invokes its termination rights pursuant to Section 8), and the expiration of any time for appeal or review of such judgment without such appeal having been taken, or, if any appeal is filed and not dismissed, after such judgment is upheld on appeal without modification in any respect unsatisfactory to Brickman and is no longer subject to appeal or review; and

D. The Michigan Actions are dismissed with prejudice.

10. No Admission. The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussions leading up to or associated with this Agreement shall be without prejudice to the rights of any Party; shall not be deemed or construed to be a finding or admission of fault, wrongdoing, obligation, or illegal, immoral, or unethical conduct on the part of any Party; and evidence thereof shall not be discoverable or used directly or indirectly in any way by any person or entity, including a Party, in any action, suit, or other proceeding whatsoever, except that the provisions of this Agreement may be used by the Parties to enforce this Agreement. The Parties agree that this Agreement is made in compromise of disputed claims and that none of the Parties shall be considered to have been or be “prevailing,” “successful,” or the like within the meaning of any statute, regulation, or otherwise. The Parties expressly reserve all of their rights if the Effective Date does not occur. Notwithstanding the foregoing, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and this Agreement and any and all negotiations,

documents, and discussions leading up to or associated with this Agreement may be filed, offered, and received into evidence and otherwise used for such defense.

11. Publicity. Subsequent to the filing of the motion for preliminary approval of the Settlement, counsel for the Parties, and Class Counsel, agree that they shall refer any media or other inquiries regarding the Settlement, excluding inquiries from Class Members, to the joint statement of the parties attached as Exhibit I. Plaintiffs' counsel and Class Counsel agree that neither they, nor any person acting on behalf of them, will directly or indirectly issue, print, or make any public statement in any medium, including without limitation on the Internet, that is inconsistent with the joint statement attached as Exhibit I. Neither Plaintiffs' counsel, Class Counsel, nor any person acting on behalf of Plaintiffs' counsel or Class Counsel shall disparage or cause to be disparaged, whether directly or indirectly, Brickman or any of its directors, officers, or managers in any forum or through any medium of communication.

12. Authorization to Enter into this Agreement. Plaintiffs' counsel executing this Agreement represent that they are fully authorized to enter into and to execute this Agreement by the Plaintiffs on behalf of the Class Members, subject to approval by the Court as required by Federal Rule of Civil Procedure 23(e).

13. Notice. Any notice, request, or other communication required or permitted to be delivered under this Agreement must be in writing and will be considered received as of the date delivered if delivered in person, as of the date transmitted if transmitted by facsimile (upon confirmation of successful transmission) or by electronic mail (if the sender is not alerted as to a delivery error); on the next business day if sent by a nationally recognized overnight courier service; and on the second business day if mailed by registered mail, return receipt requested, postage prepaid. If to Plaintiffs, the notice, request, or other communication must be addressed and sent to Arthur N. Read, counsel for Plaintiffs, Friends of Farmworkers, Inc., 924 Cherry Street, 4th Floor, Philadelphia, PA 19107-2411 or to such other person or address as Class Counsel furnishes to Brickman in accordance with this Section. If to Brickman, the notice, request, or other communication must be addressed to The Brickman Group, Ltd., Suite D, 18227 Flower Hill Way, Gaithersburg, MD 20879, Attention: Mark A. Hjelle, or to such other address as Brickman furnishes to Class Counsel or the Claims Administrator in accordance with

this Section. If to Brickman, a copy of such notice, request, or other communication must also be sent to Brickman's counsel and addressed to Alan D. Berkowitz, Dechert LLP, Cira Centre, 2929 Arch Street, Philadelphia, PA 19104.

14. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the principles of conflicts of law applicable therein. The Parties submit to the exclusive jurisdiction of the Court for the purpose of any suit, action, proceeding, or dispute arising out of or otherwise relating to this Agreement or the applicability of this Agreement. Any disputes between or among Brickman, Class Counsel, and/or any of the Class Members concerning matters contained in this Agreement shall be submitted to the Court, if such disputes cannot be resolved by negotiation and agreement.

15. No Party is the Drafter. This Agreement and each of its provisions is the result of months of rigorous arms-length negotiations between the Parties. None of the Parties shall be considered to be the drafter of this Agreement for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

16. Inurement and Assignment. This Agreement shall inure to the benefit of, and be binding upon, the Parties' heirs, executors, assigns, successors, and legal representatives. Brickman, but not the Class Members, shall have the right to assign its rights under this Agreement.

17. Waiver. The waiver by Plaintiffs or Brickman of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

18. Modification. This Agreement shall not be modified or modifiable except by a written instrument signed by the Parties.

19. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

20. Headings. Headings contained in this Agreement are inserted for reference and convenience only and in no way define, limit, extend, or describe the scope of this Agreement or the meaning or construction of any of the provisions hereof.

21. Entire Agreement. This Agreement represents the entire agreement between the Parties relating to the subject matter hereof. It shall supersede, and be merged with, all prior agreements between them covering the subject matter hereof. This Agreement shall not be deemed void or voidable by claims of duress, deception, mistake of fact, or otherwise.

22. Severability. If any provision of this Agreement is adjudged to be invalid for whatever reason, such invalidity shall not affect any other clause of this Agreement, and such clauses shall remain in full force and effect.

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

FRIENDS OF FARMWORKERS, INC.

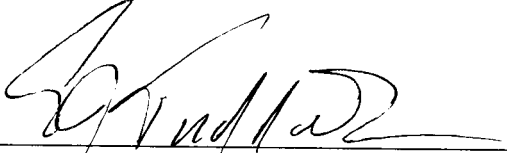
A handwritten signature in blue ink, appearing to read "Arthur N. Read", is written over a horizontal line.

Dated: July 3, 2008

By: Arthur N. Read
924 Cherry Street, 4th floor
Philadelphia, PA 19107-2411
(215) 733-0878, ext. 150
Counsel for Plaintiffs

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

EDWARD TUDDENHAM

A handwritten signature in black ink, appearing to read 'Edward Tuddenham', written over a horizontal line.

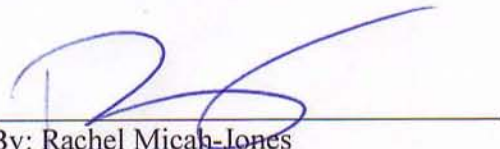
Edward Tuddenham
272 W. 107th St. #20A
New York, NY 10025
(212) 866-6026

Counsel for Plaintiffs

Dated: July 3, 2008

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

CENTRO DE LOS DERECHOS DEL MIGRANTE, INC.



Dated: July 3, 2008

By: Rachel Micah-Lones
PO Box 368
Lake Worth, FL 33460
(800) 401-5901

Counsel for Plaintiffs

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

CUNNINGHAM DALMAN, P.C.

A handwritten signature in black ink, appearing to read "Gregory J. McCoy", written over a horizontal line.

Dated: July 3, 2008

By: Gregory J. McCoy
321 Settlers Road Holland,
Michigan 49423
(616) 336-6000
Counsel for Michigan Plaintiffs

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

MICHIGAN MIGRANT LEGAL ASSISTANCE PROJECT, INC.

A handwritten signature in cursive script, appearing to read "Anna Waller", written over a horizontal line.

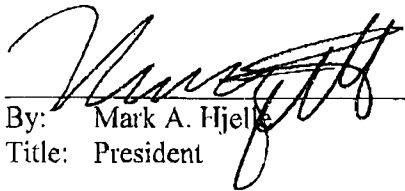
By: Anna Waller
648 Monroe NW, Suite 318
Grand Rapids, MI 49503
(616) 454-5055

Counsel for Michigan Plaintiffs

Dated: July 3, 2008

THE UNDERSIGNED, INTENDING TO BE LEGALLY BOUND BY THE FOREGOING TERMS, HEREBY APPLY THEIR SIGNATURES VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

THE BRICKMAN GROUP, LTD.


By: Mark A. Hjelle
Title: President

Dated: July 3, 2008

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
and TOMAS VILLAFUERTE, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

Civil Action No. 2:05-CV-01518-LP

THE BRICKMAN GROUP, LTD;
BRICKMAN GROUP, LLC; and
BRICKMAN ACQUISITIONS LTD.

CLASS ACTION

Defendants.

**THIRD AMENDED COMPLAINT AND
REPRESENTATIVE CLASS ACTION**

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages, overtime, and damages brought by Plaintiffs on behalf of themselves and other similarly situated foreign workers who were employed by one or more of the Defendants pursuant to the Immigration and Nationalities Act H-2B visa program. Plaintiffs allege that the wage violations at issue arose out of a policy and practice of Defendants applicable to other, similarly situated workers. Plaintiffs seek money damages to redress these violations of law.

JURISDICTION

2. This Court has jurisdiction over the subject matter of this action pursuant to 29 U.S.C. § 216(b) (Fair Labor Standards Act), 28 U.S.C. § 1331 (federal question jurisdiction), and

28 U.S.C. § 1337 (actions arising under Acts of Congress regulating commerce).

3. This Court has supplemental jurisdiction over the claims arising under state laws pursuant to 28 U.S.C. § 1367, because those claims are so related to the federal claims that they form part of the same case or controversy.

VENUE

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

PARTIES

5. Plaintiffs are all citizens of Mexico or Guatemala who were lawfully admitted to the United States on temporary work visas pursuant to 8 U.S.C. §1101(a)(15)(H)(ii)(b) (hereafter “H-2B visa”) to work for Defendants.

a. Plaintiff JUAN JAVIER RIVERA TELLEZ from Mexico received an H-2B visa to work for Defendant The Brickman Group, Ltd in Pennsylvania in 2003.

b. Plaintiff JOSE PABLO LEMUS GUERRERO from Mexico received an H-2B visa to work for Defendant The Brickman Group, Ltd in Pennsylvania in 2004.

c. Plaintiff JOSE FARIAS CEJA from Mexico received H-2B visas to work for Defendant The Brickman Group, Ltd in New York in 2003, 2004 and 2005.

d. Plaintiffs ARNOLDO MARTINEZ VIZCAYA and SALVADOR MARTINEZ BARRERA from Mexico received H-2B visas to work for Defendant The Brickman Group, Ltd in Pennsylvania in 2003 through 2007.

e. Plaintiff TOMAS VILLAFUERTE from Guatemala received H-2B visas to work for Defendant The Brickman Group, Ltd in Maryland in 2004 through 2006.

6. Defendant BRICKMAN GROUP, LTD. is a corporation organized under the laws of Delaware doing business in the Eastern District of Pennsylvania and other locations.

7. Defendant BRICKMAN ACQUISITIONS LTD. was a Michigan corporation doing business as Lakewood Landscaping. Defendant Brickman Acquisitions Ltd. operated solely within Michigan.

8. Defendant BRICKMAN GROUP LLC is a Delaware corporation that merged with Defendant Brickman Acquisitions Ltd. and owns Lakewood Landscaping. Defendant Brickman Group LLC operated solely within Michigan. Defendant Brickman Group LLC was merged into Defendant The Brickman Group, Ltd in 2007.

9. Upon information and belief, one or more of the Defendants during the years 2003 to 2007 utilized H-2B temporary foreign workers in various States including: Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas, Virginia, and Wisconsin.

10. Plaintiffs seek to bring their Fair Labor Standards Act (“FLSA”) claim as a representative action on behalf of all H-2B workers employed by one or more of the Defendants during 2003, 2004 and/or 2005 who previously opted-into this action, or were named or opt-in plaintiffs to the actions captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, and Brickman Acquisitions Ltd., Civil Action No. 1:05-cv-0357, and Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, Civil Action No. 1:07-cv-1040, currently pending in the United States District Court for the Western District of Michigan, or whose consents to be plaintiff are filed contemporaneously with the filing of this Third Amended Complaint, and on behalf of a class of “all H-2B workers employed by one or more of the Defendants during 2006 and/or 2007.” All of these Plaintiffs, opt-ins and the 2006/2007 class are collectively referred to as the “FLSA Class.”

11. Plaintiffs LEMUS GUERRERO, MARTINEZ VIZCAYA and MARTINEZ BARRERA bring their Pennsylvania Wage Payment and Collection Law (“PA WPCL”), Pennsylvania Minimum Wage Act (“PA Min Wage Act”), and Pennsylvania contract claims on behalf of a Rule 23(b)(3) class defined as “all H-2B workers employed by Defendant The Brickman Group, Ltd in Pennsylvania at any time between 2003 and 2007.” (Hereinafter “Pennsylvania Class”).

12. Plaintiff FARIAS CEJA brings his New York Payment of Wages Act, New York Minimum Wage Act, and New York contract claims on behalf of a Rule 23(b)(3) class defined as “all H-2B workers employed by Defendant The Brickman Group, Ltd in New York at any time between 2003 and 2007.” (Hereinafter “New York Class”)

13. Plaintiffs MARTINEZ VIZCAYA, MARTINEZ BARRERA and TOMAS VILLAFUERTE bring their contract and state law wage claims on behalf of a Rule 23(b)(3) class defined as “all H-2B workers employed by one or more of the Defendants in 2006 and/or 2007.” (Hereinafter “Contract Class.”)

CLASS ALLEGATIONS

14. Plaintiffs’ FLSA claims are brought as a Representative Action as authorized by the federal Fair Labor Standards Act (FLSA) at 29 U.S.C. Sec. 216(b).

15. Plaintiffs’ Pennsylvania, New York, Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, North Carolina, New Jersey, Ohio, Tennessee, Texas, Virginia, and Wisconsin state wage claims and common law contract claims are brought as Rule 23(b)(3) classes on behalf of the classes defined above.

16. In accordance with Local Rule 23.1 counsel states the following as to the requirements of Local Rule 23.1(b)(2).

17. The size of the potential represented classes herein is set forth in Paragraph 33.

18. Plaintiffs are adequate representatives of the proposed classes because:

- a. Their claims are typical of those of other persons in the represented class(es).
- b. They are represented by competent counsel with experience in related litigation.
- c. Defendants acted on grounds common to all members of the represented class(es).

19. Alleged questions common to the class are set forth in detail below.

20. Alleged questions of law arise primarily from Defendants' obligations under the federal Fair Labor Standards Act, the Pennsylvania WPCL and Minimum Wage Act, the New York Payment of Wages and Minimum Wage Act, the wage laws of the other states listed in paragraphs 9 or 15 in which one or more of the Defendants employed H-2B workers during the relevant time periods, and under Defendants' common law contract with its H-2B workers.

21. There is little need for individual represented class members to individually control their claims as the issues are common to all persons and primarily involve common issues of law.

22. The plaintiffs are unaware of any other pending litigation against one or more of the Defendants involving the issues in this case, except for *Guerrero v. Brickman*, Case No. 1:05CV0357 (W.D. Mich.), and *Guerrero v. Brickman*, Case No.: 1:07-cv-1040(W.D. Mich.). The parties in those cases have moved to stay their actions pending resolution of the settlement in this case which, if approved, will result in the dismissal of those actions.

23. This forum is an appropriate forum for concentration of litigation of claims involving the Defendants. Defendant The Brickman Group Ltd's primary representative for the operation of the H-2B program is believed to be located in a corporate office within the Eastern District of Pennsylvania and the United States Department of Labor Regional Office in

Philadelphia is the Regional Office of the DOL which has ruled upon the certification of the largest number of H-2B workers sought by Defendants.

24. No serious difficulties are anticipated in the administration of this matter as a representative action if Defendants promptly cooperate in the provision of information necessary to communicate with potential represented class members.

FACTS

25. At all times relevant herein, Defendants were an enterprise engaged in commerce as that term is defined in 29 U.S.C. §§ 203(r) and (s).

26. For calendar years 2003 through 2007 Defendant The Brickman Group Ltd petitioned the U.S. Department of Labor for permission to import temporary foreign workers through the U.S. government's "H-2B" visa program. Defendants sought these visas so that they could hire Mexican and Guatemalan laborers, including Plaintiffs, to perform landscaping services.

27. In at least each of the years 2003 through 2005 Defendant The Brickman Group Ltd utilized the services of Ms. Elizabeth Whitley in Lovingson, Virginia to prepare and file applications to the U.S. government for H-2B workers as an agent on its behalf. During calendar years 2002 and 2003 Ms. Whitley operated through Mid-Atlantic Resources Association, Inc. as its president. During calendar year 2004 and thereafter Ms. Whitley operated through Mid-Atlantic Solutions, Inc. as its president.

28. Upon information and belief, Del-Al Associates, Inc. ("Del-Al") is a company incorporated under the laws of Texas with its business addresses at 880 Flordon Drive, Charlottesville, VA 22903.

29. Upon information and belief, in each of the years 2002 and 2003, Defendant The Brickman Group Ltd utilized the services of Del-AI and its related entity “Del-AI Guanajuato, Mexico” (collectively referred to as “Del-AI Associates”) amongst others to locate, recruit, and hire Mexican workers to work pursuant to the H-2B visas obtained by Defendant The Brickman Group Ltd.

30. Del-AI Associates recruited and hired Plaintiff Rivera to work for Defendant The Brickman Group, Ltd in 2003.

31. Upon information and belief, beginning for employment during 2004 and continuing thereafter, one or more of the Defendants utilized the services of “L.L.S. INTERNATIONAL, S. De R.L.de C.V.” (“L.L.S. International”) with an address in Guanajuato, Guanajuato, Mexico at C. Com. Villas Manchegsa, Local 10, Col. Marfil, Guanajuato, Gto., Mexico CP 36250 to locate, recruit, and hire Mexican workers to work pursuant to the H-2B visas obtained by Defendant The Brickman Group Ltd.

32. Upon information and belief, L.L.S. International has an office at 608 N. Orange, Fredericksburg, TX 78624 where it has also done business as GTO International. Upon information and belief, “Jeff West” is a principal of L.L.S. International.

33. Upon information and belief, Defendants imported: 982 H-2B landscape laborers in 2003; 1,239 landscape laborers in 2004; 1,034 landscape laborers in 2005; 1,332 landscape laborers in 2006; and 1,730 landscape laborers in 2007. In Pennsylvania, Defendant The Brickman Group, Ltd employed: 130 H-2B landscape laborers in 2003; 151 in 2004; 139 in 2005; 103 in 2006; and 147 in 2007. In New York, Defendant The Brickman Group, Ltd employed: 61 H-2B landscape laborers in 2003; 65 in 2004; 76 in 2005; 73 in 2006; and 67 in 2007.

34. At all times relevant hereto, the U.S. Department of Labor, Employment Training Administration, Regional Offices in conjunction with local state departments of labor processed applications for labor certification under which Defendant The Brickman Group Ltd and its agents were required to establish that each of the applications for H-2B workers met minimum standards required by law and regulations of the U.S. Department of Labor.

35. The final approval for issuance of visas was controlled prior to March 1, 2003 by the Immigration and Naturalization Service (“INS”) and thereafter by United States Customs and Immigration Services (“USCIS”) of the Department of Homeland Security.

36. Upon information and belief, most visas for each of the Defendants’ H-2B workers, including Plaintiffs, were processed by the U.S. Department of State Consulate in Monterrey, Mexico. Some visas were processed by the U.S. Department of State Consulate in Guatemala beginning in 2003.

37. The work terms which each of the Defendants was contractually bound to pay to all of their H-2B landscapers during the 2003 through 2007 seasons were determined by, inter alia:

- a. The terms offered in the “Applications for Alien Employment Certification” (Form ETA-750) submitted by Defendant The Brickman Group Ltd through its agents in each of the relevant years to the United States Department of Labor;
- b. Additional documents submitted to either the INS or the USCIS of the Department of Homeland Security and to the Department of State to obtain H-2B visas;
- c. The terms of work set forth in the regulations governing H-2B visas, 20 C.F.R. Part 655; and

d. The written disclosure of the terms of work offered by one or more of the Defendants provided to H-2B workers by one or more of the Defendants' recruiters.

38. Each of the Job Orders submitted to the U.S. Department of Labor included the following certifications in Part 23 of Form ETA-750:

a. "The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work."

b. "The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law."

39. Upon information and belief, the Job Order under which Plaintiff Rivera was recruited for employment offered employment through December 1, 2003. That application for H-2B workers specifically guaranteed that Plaintiff Rivera would be paid not less than \$6.47 per hour for the first 40 hours worked, and not less than \$9.71 per hour for work over 40 hours in a week. The ETA-750 certification for that job was executed by Mr. Hjelle.

40. Upon information and belief, the Job Order under which Plaintiff Lemus was recruited for employment offered employment through December 1, 2004. That application for H-2B workers specifically guaranteed that Plaintiff Lemus would be paid not less than \$ 6.72 per hour for the first 40 hours worked, and not less than \$ 10.08 per hour for work over 40 hours in a week.

41. The work contracts applicable to H-2B workers employed by one or more of the Defendants between 2003 and 2007 were required to offer such workers hourly wages for the first 40 hours per week equal to the required prevailing wage for such work in the area in which

they were employed. Such required prevailing wages were determined by state departments of labor subject to review by the U.S. Department of Labor pursuant to regulations and procedures of the U.S. Department of Labor based upon representations by Defendant The Brickman Group, Ltd as to the work to be performed by workers.

42. The contract promised workers overtime at a rate of one and one-half times the base wage in accordance with the federal Fair Labor Standards Act (FLSA) and state law overtime requirements for all hours worked in excess of 40 hours per week.

43. In order to get to the applicable Defendant's operations and commence work under the 2003 - 2007 work contracts, Plaintiffs and other H-2B workers incurred various fees and expenses, including, but not limited to, visa fees, processing fees, passport expenses, I-94 fees, and transportation costs getting from their home towns to U.S. Consular offices in Monterrey, Mexico or in Guatemala and from there to the job site in the United States. Plaintiffs and other H-2B workers further incurred various expenses at the end of their temporary employment during each of the years 2003 through 2007 to return to their homes in the countries from which they were recruited, including, but not limited to, transportation costs.

44. The expenses described above in Paragraph 43 were primarily for the benefit of the Defendants as a matter of law under the Fair Labor Standards Act (FLSA).

45. Upon information and belief, at least some of the expenses described above in Paragraph 43 were required under Mexican and Guatemalan law in effect at the place of recruitment to be paid directly by Defendants or their agents as a recruiter.

46. As a matter of policy that each Defendant applied to all H-2B workers hired during the relevant seasons, including Plaintiffs, Defendants did not reimburse Plaintiffs or other

H-2B workers during their first or last weeks of work for the expenses described in Paragraph 43.

47. As a result of Defendants' failure to reimburse the expenses listed in Paragraph 43, Plaintiffs and the FLSA Class did not receive the FLSA minimum wage and overtime during their first and last weeks of work.

48. As a result of Defendants' failure to reimburse the expenses listed in Paragraph 43 Plaintiffs MARTINEZ VIZCAYA and MARTINEZ BARRERA and the Contract Class did not receive the wage promised in their H-2B contracts and guaranteed under state wage laws during the first and last work weeks.

49. As a result of Defendant The Brickman Group, Ltd's failure to reimburse the expenses listed in Paragraph 43, Plaintiffs RIVERA, LEMUS GUERRERO, MARTINEZ VIZCAYA, and MARTINEZ BARRERA and the Pennsylvania Class did not receive the wages guaranteed to them in their H-2B contracts and under the Pennsylvania Wage Payment and Collection Law ("PA WPCL"), 43 P.S. Sec. 260.1 *et seq.*, and the Pennsylvania Minimum Wage Act, 43 P.S. §333.101 *et seq.*, for their first and last weeks of work.

50. As a result of the Defendant The Brickman Group, Ltd's failure to reimburse the expenses listed in paragraph 3, Plaintiff FARIAS CEJA and the New York Class did not receive the wages owed to them under their H-2B contracts and the New York Payment of Wages and Minimum Wage Acts during their first and last weeks of work.

**FIRST CAUSE OF ACTION
FAIR LABOR STANDARDS ACT CLAIM**

51. By failing to reimburse the costs listed in Paragraph 43, Defendants violated the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 206 and 207 rights of Plaintiffs and the FLSA

Class members during each of the years 2003 through 2007, for which Plaintiffs and the FLSA class members are entitled to relief pursuant to 29 U.S.C. § 216(b).

52. The failure to pay the required minimum wages and overtime to Plaintiffs and the FLSA Class was willful within the meaning of 29 U.S.C. §255(a).

**SECOND CAUSE OF ACTION
PENNSYLVANIA WAGE PAYMENT AND COLLECTION LAW**

53. The Pennsylvania Wage Payment and Collection Law (PA WPCL), Act of 1961, P.L. 637, No. 329, 43 P.S. §260.1 *et seq.*, provides at 43 P.S. Sec. 260.9a(b):

(b) Actions by an employe, ... or party to whom any type of wages is payable to recover unpaid wages and liquidated damages may be maintained in any court of competent jurisdiction, by such ... party to whom any type of wages is payable or any one or more employes for and in behalf of himself or themselves and other employes similarly situated, or such employe or employes may designate an agent or representative to maintain such action or on behalf of all employes similarly situated. Any such employe, labor organization, party, or his representative shall have the power to settle or adjust his claim for unpaid wages.

54. Defendant The Brickman Group, Ltd violated the Pennsylvania Wage Payment and Collection Act (WPCL) as to Plaintiffs Rivera, Lemus Guerrero, Martinez Vizcaya, Martinez Barrera and the Pennsylvania Class during each of the years 2003 through 2007 by failing to reimburse the expenses listed in Paragraph 43.

55. Those Plaintiffs and the Pennsylvania Class are entitled to the amount of unpaid wages, and liquidated damages as authorized by Section 10 (43 P.S. Sec. 260.10) of that Law, and attorneys fees and costs as authorized by Section 9.1(f) (43 P.S. Sec. 260.9a(f)) of that Law.

**THIRD CAUSE OF ACTION
PENNSYLVANIA MINIMUM WAGE ACT**

56. The Pennsylvania Minimum Wage Act (PA Min Wage Act), Act of 1968, P.L. 11, No. 5 as amended, 43 P.S. §333.101 *et seq.* provides at 43 P.S. § 333.113:

If any employe is paid by his or her employer less than the minimum wages provided by section 4 of this act or by any regulation issued thereunder, such worker may recover in a civil action the full amount of such minimum wage less any amount actually paid to the worker by the employer, together with costs and such reasonable attorney's fees as may be allowed by the court, and any agreement between the employer and the worker to work for less than such minimum wage shall be no defense to such action.

57. Defendant The Brickman Group, Ltd violated the Pennsylvania Minimum Wage Act as to Plaintiffs Rivera, Lemus Guerrero, Martinez Vizcaya, Martinez Barrera and the Pennsylvania Class during each of the years 2003 through 2007 by failing to reimburse the expenses listed in Paragraph 43.

58. Those Plaintiffs and the Pennsylvania Class are entitled to damages, attorneys fees and costs as authorized by that Act.

**FOURTH CAUSE OF ACTION
PENNSYLVANIA BREACH OF CONTRACT**

59. Defendant The Brickman Group Ltd's failure to reimburse the expenses listed in paragraph 43 breached Defendant The Brickman Group Ltd's H-2B contract with Plaintiffs Rivera, Lemus Guerrero, Martinez Vizcaya, Martinez Barrera and the Pennsylvania Class during each of the years 2003 through 2007 for which those Plaintiffs and the Pennsylvania Class are entitled to relief.

**FIFTH CAUSE OF ACTION
NEW YORK PAYMENT OF WAGES
AND MINIMUM WAGE ACT**

60. Defendant The Brickman Group, Ltd's failure to reimburse the expenses listed in paragraph 43 violated the rights of Plaintiff Farias Ceja and the New York Class during each of the years 2003 through 2007 under the Chapter 31, Articles 6 and 19 of the Consolidated Laws of the State of New York for which Plaintiffs are entitled to relief pursuant to Chp. 31. Article 6 §198 and Article 19 §663.

Plaintiffs' Third Amended Complaint

**SIXTH CAUSE OF ACTION
NEW YORK BREACH OF CONTRACT**

61. Defendant The Brickman Group Ltd's failure to reimburse the expenses listed in paragraph 43 breached Defendant The Brickman Group Ltd's H-2B contract with Plaintiff Farias Ceja and the New York Class during each of the years 2003 through 2007 for which those Plaintiffs are entitled to relief.

**SEVENTH CAUSE OF ACTION
BREACH OF CONTRACT**

62. Defendants' failure to reimburse the expenses listed in paragraph 43 breached Defendants' H-2B contract with Plaintiffs Martinez Vizcaya, Plaintiff Martinez Barrera and the Contract Class during each of the years 2006 through 2007 for which those Plaintiffs and the Contract Class are entitled to relief.

**EIGHTH CAUSE OF ACTION
STATE WAGE LAWS**

63. Defendants' failure to reimburse the expenses listed in paragraph 43 violated the rights of Plaintiff Tomas Villafuerte and the Contract Class to unpaid wages, minimum wages, overtime wages, prevailing wages, improper wage deductions, unreimbursed expenses, de facto wage deductions, and other compensation during each of the years 2006 through 2007 under the wage and hour laws of Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, North Carolina, New Jersey, Ohio, Tennessee, Texas, Virginia, and Wisconsin for which those Plaintiffs are entitled to relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this Court:

1. Certify this action as a FLSA representative action on behalf of the FLSA Class.
2. Certify this action as a Rule 23(b)(3) class action on behalf of the Pennsylvania Class;
3. Certify this action as a Rule 23(b)(3) class action on behalf of the New York Class;
4. Certify this action as a Rule 23(b)(3) class action on behalf of the Contract Class;
5. Grant judgment in favor of Plaintiffs and all FLSA class members who opt-into this action, or were named or opt-in plaintiffs to the actions captioned Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, and Brickman Acquisitions Ltd., Civil Action No. 1:05-cv-0357, and Juan Reymundo Lemus Guerrero et al. v. Brickman Group, LLC, Civil Action No. 1:07-cv-1040, currently pending in the United States District Court for the Western District of Michigan, on their Fair Labor Standards Act claim and award them their unpaid minimum wages, regular wages and overtime, and an equal amount as liquidated damages.
6. Grant judgment in favor of Plaintiffs and the Pennsylvania class on their claim for breach of contract and for violations of the Pennsylvania Wage Payment and Collection Law (PA WPCL) and Pennsylvania Minimum Wage Act (PA Min Wage Act) and award them their actual and statutory damages as provided by the PA WPCL, PA Minimum Wage Act.
7. Grant judgment in favor of Plaintiffs and the New York class on their claim for breach of contract and for violations of the New York Payment of Wages and Minimum Wage Acts.

8. Grant judgment in favor of Plaintiffs and the Contract class on their claims for breach of contract and violations of the wage and hour laws of Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, North Carolina, New Jersey, Ohio, Tennessee, Texas, Virginia, and Wisconsin.

9. Award Plaintiffs their costs of court and reasonable attorney's fees pursuant to the Fair Labor Standards Act, the Pennsylvania and New York laws, and the laws of Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, North Carolina, New Jersey, Ohio, Tennessee, Texas, Virginia, and Wisconsin.

10. Grant such other and further relief as this Court deems just and appropriate.

Dated: July 3, 2008

Respectfully submitted,



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Of Counsel

Attorneys for Plaintiffs

EXHIBIT B

CLAIMS FORM AND RELEASE

By submitting this Claims Form and in exchange for the benefits that I will receive as part of this settlement, I am giving up any legal claims that I may have against The Brickman Group, Ltd. (now known as The Brickman Group Ltd. LLC); Brickman Group, LLC; Brickman Acquisitions Ltd.; and their corporate parents, subsidiaries, affiliates, or insurers; or the past and present officers, directors, employees, attorneys, and agents of any of the foregoing entities (“Brickman”). I release and discharge Brickman from any and all claims, damages, or causes of action under any legal theory, known or unknown, that I (or anyone on my behalf) may have against Brickman up to and including the date that I sign this Claims Form. This release does not affect rights to workers’ compensation benefits.

This release includes, but is not limited to, (a) all claims for any expenses incurred in coming to work for Brickman or returning to my home country each work season, (b) all claims relating to my employment with Brickman each work season and the termination of my employment at the end of each work season, (c) all claims under the Fair Labor Standards Act or any other federal, state, local, or foreign law regarding unpaid wages, minimum wages, overtime wages, unreimbursed expenses, or improper deductions of any kind, (d) all claims under any federal, state, local, or foreign law prohibiting employment discrimination based on race, sex, religion, disability status, national origin, citizenship, or any other protected characteristic, (e) all claims for retaliation of any kind, and (f) all claims under common law.

I understand that if I do not want to release these claims in return for a payment as part of the settlement of this action, I can exclude myself from this settlement by following the instructions in the accompanying Notice of Class Action Lawsuit and Proposed Settlement.

ACCEPTANCE OF SETTLEMENT

I wish to accept benefits under this settlement. I certify that I have read, understand, and agree to the terms of the above release.

_____ Date _____ Signature _____

Name: _____

Mailing Address: _____

Telephone Number: _____

E-Mail Address (if any): _____

Addresses for sending Claim Form.

Friends of Farmworkers, Inc.
 924 Cherry Street, 4th Floor
 Philadelphia, PA 19107-2411
 U.S.A. / E.U.A.

Tel: 1 - (215) 733-0878
 Fax: 1- (215) 733-0876
 Free call within the US:
 Llamadas gratis dentro los Estados Unidos
 1- (800)-729-1607
 Free call from Mexico
 Llamadas gratis de México: 001-800-51-41-349
 Email /Correo electrónico: info@friendsfw.org

Centro de los Derechos del Migrante
 Calle Víctor Rosales #164
 Col. Centro, Zacatecas, Zac., Méx.
 C.P. 98000

Tel: 011 (52) 492 925 2510
 Fax: 011 (52) 492 925 2511
 Free call from Mexico
 Llamadas gratis de México: 01-800-59-01-773

Free call within the US:
 Llamadas gratis de EEUU: 1- (800) 401-5901

CLAIM CALCULATION INFORMATION

The following information will be used to compute the amount of your claim.

If you assert this information is incorrect or incomplete, please correct that information. We may need to reach you in order to verify information. You should contact us by telephone 15 days after submitting this information to determine if we need more information from you.

Name: _____

Mailing Address: _____

Information from Brickman reflects that you were employed as an H-2B worker as follows:

2006 _____ Branch Location _____

2007 _____ Branch Location _____

Information from Brickman reflects that you worked during the years 2003, 2004, or 2005 in New York or Pennsylvania as follows:

2003 _____ Branch Location _____

2004 _____ Branch Location _____

2005 _____ Branch Location _____

Addresses for sending Claim Form.

Friends of Farmworkers, Inc.

924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.

Tel: 1 - (215) 733-0878
Fax: 1- (215) 733-0876
Free call within the US:
Llamadas gratis dentro los Estados Unidos
1- (800)-729-1607
Free call from Mexico
Llamadas gratis de México: 001-800-51-41-349
Email /Correo electrónico: info@friendsfw.org

Centro de los Derechos del Migrante

Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000

Tel: 011 (52) 492 925 2510
Fax: 011 (52) 492 925 2511
Free call from Mexico
Llamadas gratis de México: 01-800-59-01-773

Free call within the US:
Llamadas gratis de EEUU: 1- (800) 401-5901

EXHIBIT C

PLAINTIFF CLAIM FORM RELEASE

By submitting this Claims Form and in exchange for the benefits that I will receive as part of this settlement, I am giving up any legal claims that I may have against The Brickman Group, Ltd. (now known as The Brickman Group Ltd. LLC); Brickman Group, LLC; Brickman Acquisitions Ltd.; and their corporate parents, subsidiaries, affiliates, or insurers; or the past and present officers, directors, employees, attorneys, and agents of any of the foregoing entities (“Brickman”). I release and discharge Brickman from any and all claims, damages, or causes of action under any legal theory, known or unknown, that I (or anyone on my behalf) may have against Brickman up to and including the date that I sign this Claims Form. This release does not affect rights to workers’ compensation benefits.

This release includes, but is not limited to, (a) all claims for any expenses incurred in coming to work for Brickman or returning to my home country each work season, (b) all claims relating to my employment with Brickman each work season and the termination of my employment at the end of each work season, (c) all claims under the Fair Labor Standards Act or any other federal, state, local, or foreign law regarding unpaid wages, minimum wages, overtime wages, unreimbursed expenses, or improper deductions of any kind, (d) all claims under any federal, state, local, or foreign law prohibiting employment discrimination based on race, sex, religion, disability status, national origin, citizenship, or any other protected characteristic, (e) all claims for retaliation of any kind, and (f) all claims under common law.

ACCEPTANCE OF SETTLEMENT

I wish to accept benefits under this settlement. I certify that I have read, understand, and agree to the terms of the above release.

Date

Signature

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
and TOMAS VILLAFUERTE, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

Civil Action No. 2:05-CV-01518-LP

THE BRICKMAN GROUP, LTD;
BRICKMAN GROUP, LLC; and
BRICKMAN ACQUISITIONS LTD.

CLASS ACTION

Defendants.

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

TO: All persons who worked for The Brickman Group, Ltd. (now known as The Brickman Group Ltd. LLC), Brickman Group, LLC, and/or Brickman Acquisitions Ltd. (“The Brickman Group”) under the United States government’s H-2B program during 2006 or 2007 or during 2003, 2004 or 2005 in New York or Pennsylvania.

This Notice and its contents have been authorized by the United States District Court for the Eastern District of Pennsylvania. The purpose of this Notice is to inform you of the existence of a lawsuit and terms of a settlement that may affect you and to instruct you on the procedure for taking part in the settlement of the lawsuit, if you wish to receive money from the settlement.

WHAT IS THIS LAWSUIT ABOUT?

Several persons who worked for The Brickman Group as landscapers under the H-2B program filed a class action lawsuit against The Brickman Group. These workers have made

several claims against The Brickman Group. The primary claim of the workers is that they, and other H-2B workers, incurred visa, recruitment, transportation, and related expenses in order to get from Mexico or Guatemala to the United States to work for The Brickman Group and to travel back to Mexico or Guatemala after completing their seasonal employment with The Brickman Group. The workers claim that they and other H-2B workers did not receive the minimum wage and overtime payments with their first and/or last pay checks when these expenses are taken into account. The lawsuit asks The Brickman Group to reimburse these expenses up to the minimum wage level. The Brickman Group denies these allegations and denies that it is liable to any H-2B workers for the back pay or other damages sought in the lawsuit. After months of negotiations, the workers and The Brickman Group have reached a settlement. If you worked for The Brickman Group as an H-2B worker during 2006 or 2007 or during 2003, 2004, or 2005 in New York or Pennsylvania, you may be entitled to payment under the settlement.

WHAT ARE THE TERMS OF THE SETTLEMENT?

If the Court approves the settlement, The Brickman Group will pay up to \$569,000 to H-2B workers to reimburse them for the costs that they incurred in coming to the United States from their home countries to work for The Brickman Group, and returning to their home countries. The money that will be paid by The Brickman Group is in full settlement of any and all claims that have been or could have been brought by any H-2B worker as part of the lawsuit. Unless you request to be excluded from the settlement, as described below, you will release any legal claims that you may have against The Brickman Group that could have been brought in the lawsuit, including any claims that relate to unpaid compensation of any kind and any claims for unpaid wages, expenses, or other compensation.

The amount of money that The Brickman Group will pay you depends on the number of H-2B workers who file a Claims Form, the number of years that each Class Member worked for The Brickman Group, and how soon your Claims Form is received. Persons whose Claims Forms are received by September 30, 2008 will receive a maximum of up to \$375 for each year, which may be adjusted depending on distance traveled and the number of people who claim. If your Claims Form is received after that date, the maximum amount you may receive will likely be reduced and claims for work in 2006 may have lesser value than claims for work in 2007. If your claim is not received before the end of February 2009 you will be entitled to no money from the settlement.

In addition to these payments, The Brickman Group will pay approximately \$91,000 to settle the claims brought by the workers who filed and joined the lawsuit. The Brickman Group will also pay approximately \$420,000 in fees and costs to the attorneys who represent you and the workers. These payments will be separate from the payments to the workers.

WHAT ARE MY OPTIONS?

You have three choices in response to this Notice: (1) file a Claim if you want to participate in the settlement; (2) exclude yourself from the settlement; (3) do nothing.

1. **File a Claim.** If you wish to receive a payment under the settlement, you must fully complete and sign the attached Claims Form. If you cannot write, you may have someone fill out the Claims Form for you, although you must sign the Claims Form yourself. The Claims Form must be sent to:

Friends of Farmworkers, Inc.
924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Fax: 1- (215) 733-0876
Email /Correo electrónico: info@friendsfw.org
Internet: <http://www.friendsfw.org>

Centro de los Derechos del Migrante
Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Fax: 011 (52) 492 925 2511

The Claims Form must be signed and must be received by February 28, 2009. If your Claims Form is not received by February 28, 2009, you will not receive any payment. If your Claims Form is received by the end of September 2008, it is estimated that you will receive your payment in November or December 2008. If your Claims Form is received between October 2008 and the deadline of February 28, 2009, it is estimated that you will receive your payment in March or April 2009. The Brickman Group will not take any adverse action against you if you decide to file a Claims Form.

2. **Exclude Yourself from the Settlement.** If you do not want a payment from this settlement and, instead, want to preserve your right to sue The Brickman Group on your own, you must take steps to opt out of the settlement. If you want to opt out of the settlement, you must mail a letter saying that you want to opt out of Rivera v. Brickman Group, Ltd., E.D. Pa. No. 2:05-CV-01518-P, and listing your name, address, and telephone number. The letter must be sent to:

Friends of Farmworkers, Inc.
924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Fax: 1- (215) 733-0876
Email /Correo electrónico: info@friendsfw.org

Centro de los Derechos del Migrante
Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Fax: 011 (52) 492 925 2511

To be valid, the letter must be received by February 28, 2009. If you opt out of the settlement, you will not be legally bound by the terms of the settlement, but will receive no money from the settlement.

3. **Do nothing.** You are not required to take any action in response to this Notice. However, if you do not take any action, you will not receive any payment under the settlement and you will be bound by the terms of the settlement. You will not be able to sue The Brickman Group on your own behalf for claims that you may have against it that could have been brought

in the lawsuit, including any claims that relate to unpaid compensation of any kind and any claims for unpaid wages, expenses, or other compensation.

DO I HAVE A LAWYER IN THIS CASE?

The Court has designated attorneys with **Friends of Farmworkers, Inc.** as Class Counsel to represent you and the other Class Members. Although you are not required to do so, you may obtain another lawyer of your choice at your own expense. Class Counsel has extensively studied the facts and legal principles involved in this lawsuit. Class Counsel believes that this settlement is fair, adequate, reasonable, and equitable for the Class Members and that Class Members should accept this settlement.

WHEN WILL THE COURT MAKE A FINAL DECISION ON THE SETTLEMENT?

Judge Louis H. Pollak will hold a fairness hearing to consider whether the settlement is fair, reasonable, adequate, and equitable and decide whether to approve the settlement. The hearing will be held at [INSERT DATE, TIME, AND COURTROOM] at the federal courthouse located at 601 Market Street, Philadelphia, Pennsylvania 19106.

If you do not opt out of the settlement, you may speak at the fairness hearing if you desire. In order to speak at the hearing, you must mail a letter saying that you want to speak at the fairness hearing in Rivera v. Brickman Group, Ltd., E.D. Pa. No. 2:05-CV-01518-LP, and listing your name, address, and telephone number. The letter must be sent to:

Friends of Farmworkers, Inc.
924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Fax: 1- (215) 733-0876
Email /Correo electrónico: info@friendsfw.org

Centro de los Derechos del Migrante
Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Fax: 011 (52) 492 925 2511

The letter must be received by October 3, 2008.

As a Class Member, you can object to the settlement without appearing at the fairness hearing. The Court will consider any objections in deciding whether to approve the settlement. To object, you must mail a letter saying that you object to the settlement in Rivera v. Brickman Group, Ltd., E.D. Pa. No. 2:05-CV-01518-LP. The letter must list your name, address, telephone number, and explain why you object to the settlement. The letter must be sent to:

Friends of Farmworkers, Inc.
924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Fax: 1- (215) 733-0876
Email /Correo electrónico: info@friendsfw.org

Centro de los Derechos del Migrante
Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Fax: 011 (52) 492 925 2511

To be considered by the Court, the letter must be received by October 3, 2008.

WHERE CAN I OBTAIN FURTHER INFORMATION?

This Notice provides only a summary of the settlement. It does not describe everything that has happened in the case or every term of the settlement. If you have further questions or would like a copy of the complete Settlement Agreement, you should contact:

Friends of Farmworkers, Inc.
924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Tel: 1 - (215) 733-0878
Fax: 1- (215) 733-0876
Free call within the US: 1- (800)-729-1607
Free call from Mexico 001-800-51-41-349
Email /Correo electrónico: info@friendsfw.org
Internet: <http://www.friendsfw.org>

Centro de los Derechos del Migrante
Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Tel: 011 (52) 492 925 2510
Fax: 011 (52) 492 925 2511
Free call from Mexico 01-800-59-01-773
Free call within the US: 1- (800) 401-5901

You may also view documents that have been filed in this case during regular business hours at the office of the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Room 2609, Philadelphia, PA 19106-1797.

**PLEASE DO NOT CALL OR CONTACT THE COURT, BRICKMAN, OR YOUR BRICKMAN BRANCH
MANAGER ABOUT THIS SETTLEMENT.**

Dated: [INSERT DATE]

United States District Court
Eastern District of Pennsylvania

EXHIBIT E

Agreed Payments to be Made by Brickman to Plaintiffs and Opt-in Plaintiffs

I. Rivera Plaintiffs					
Plt	Name	2003	2004	2005	Total
1	Jose Pablo Lemus Guerrero		\$1,027.80		\$1,027.80
2	Juan Javier Rivera Tellez	\$938.36			\$938.36
3	Miguel Corona Hernandez			\$605.10	\$605.10
4	Sergio Medardo Morales Reyes		\$995.25		\$995.25
5	Eudoxio Zamudio Rasso				\$100.00
6	Francisco Alberto Patiño Lopez		\$981.98	\$942.76	\$1,924.74
7	J. Jesus Rojas Ortega				\$50.00
8	Jose Noel Chavez Aguayo	\$181.35	\$740.10		\$921.45
9	Miguel Elisea Magana				\$100.00
10	Rafael Luna Gomez	\$228.97	\$778.13		\$1,007.10
11	Francisco Martinez Resendiz		\$1,079.75		\$1,079.75
12	Armando Diaz Ledesma			\$656.10	\$656.10
13	Eduardo Gomez Esparza	\$324.27		\$952.50	\$1,276.77
14	Candido Silva Velazquez				\$50.00
15	Salvador Rivas Rosas		\$689.63	\$583.16	\$1,272.79
16	Alejo Arellano Flores				\$50.00
17	Juan Manuel Camacho Carrillo		\$264.40		\$264.40
18	Juan Manuel Martinez Garces		\$894.00	\$814.00	\$1,708.00
19	Bernardo Rivera Trejo	\$50.00	\$235.10		\$285.10
20	Jose Esteban Hernandez Neri	\$50.00	\$335.25		\$385.25
21	Rodolfo Nuñez Espinoza	\$234.17	\$705.29		\$939.46
22	Isidro Roaro Rendon				\$50.00
23	Noe de Jesus Villafaña		\$741.29		\$741.29
24	Felix Jimenez Ortiz				\$50.00
25	Hugo Ortega			\$761.34	\$761.34
26	Miguel Lopez Armenta		\$372.75		\$372.75
27	Eriberto Delgado Olivares	\$248.50		\$779.63	\$1,028.13
28	Modesto Cristobal Alejandre			\$922.04	\$922.04
29	Conrado Hernandez Eguren	\$248.50		\$691.50	\$940.00
30	Jose Luis Patlan Villalon			\$691.46	\$691.46
31	Jose Luis Miranda Jasso			\$691.52	\$691.52
32	Simon Pedro Monreal Saucedo			\$779.63	\$779.63
33	Valentin Montero Calderon	\$50.00	\$130.20		\$180.20
34	Javier Ayala Herrera				\$50.00
35	Raul Montero Calderon	\$50.00	\$165.75		\$215.75
36	Ubaldo de Jesus Ramos Izales	\$50.00	\$285.98		\$335.98
37	Horacio Flores Quiroa		\$203.25		\$203.25
38	Abelino Suchite Diaz		\$208.97		\$208.97
39	Erick Anibal Ramos Gamarro			\$826.72	\$826.72
40	Pedro Nava Samano				\$50.00
41	Jose Armando Solis Castellanos		\$271.73		\$271.73
42	Francisco Garcia Alanis	\$388.47	\$343.95	\$597.48	\$1,329.90
43	Miguel Angel Botello Alfaro				\$50.00
44	Alfredo Vazquez Leon				\$50.00
45	Arnulfo Hernandez Garcia		\$385.43		\$385.43
46	Oscar Flores Herrera				\$50.00
47	Miguel Angel Castro Aguilar	\$340.39	\$352.01		\$692.40
48	Miguel Angel Guillen Morquecho		\$248.50	\$691.56	\$940.06
49	Cirilo Terrero Hernandez				\$50.00
50	Benigno Ramirez Martinez	\$50.00	\$248.50	\$691.49	\$989.99
51	Sergio Aguilar Hernandez			\$822.06	\$822.06
52	Isidoro Hernandez Rodriguez				\$50.00
53	Jose Refugio Mejia Mejia	\$50.00			\$50.00
54	Francisco Javier Patino Corona			\$717.30	\$717.30
55	Jose Puente Ambriz		\$385.43		\$385.43

Agreed Payments to be Made by Brickman to Plaintiffs and Opt-in Plaintiffs

I. Rivera Plaintiffs					
Plt	Name	2003	2004	2005	Total
56	Noe Alejandro Chacon Martinez				\$50.00
57	Domingo Maldonado Rodriguez	\$50.00	\$352.64		\$402.64
58	David Aguilar Hernandez	\$363.24	\$385.43		\$748.67
59	Raul Castro Garcia	\$50.00			\$50.00
60	Ernesto Brito Rosillo		\$409.35		\$409.35
61	Jorge Gonzalez Izquierdo		\$265.05		\$265.05
62	Miguel Roaro Caracheo	\$50.00			\$50.00
63	J. Refugio Garcia Serrano		\$268.48		\$268.48
64	Jose Bruno Derramadero Tamayo				\$50.00
65	Ezequiel Soto Soto		\$243.70		\$243.70
66	Eduardo Martinez Vizcaya		\$372.75		\$372.75
67	Ricardo Cruz Ibarra			\$818.10	\$818.10
68	Ruben Martinez Cervantes	\$328.50	\$350.25	\$816.83	\$1,495.58
69	Mario Ponce	\$352.69			\$352.69
70	Agustin Medina Medina	\$50.00	\$248.50	\$655.50	\$954.00
71	Lucio Huerta Ceja		\$248.50	\$640.50	\$889.00
72	Jorge Armando Aguilar Hernandez	\$363.24	\$385.43	\$822.06	\$1,570.73
73	Arnoldo Martinez Vizcaya	\$351.00	\$365.25	\$755.70	\$1,471.95
74	Salvador Martinez Barrera	\$351.00	\$366.64	\$755.70	\$1,473.34
75	Fernando Delgado Vazquez			\$698.94	\$698.94
76	Rogelio Ramblas Morales		\$280.50		\$280.50
77	Ernesto Vazquez Leon		\$387.56		\$387.56
78	Antonio Ortiz Gudiño		\$507.00		\$507.00
79	Sergio Robledo Vega		\$225.30		\$225.30
80	Santiago Sanchez Madrigal		\$463.10	\$626.78	\$1,089.88
81	David Alvarez Flores			\$723.95	\$723.95
82	Jorge Rivas Rosas	\$487.20	\$497.95	\$571.28	\$1,556.43
83	Juan Carlos Gonzalez Onofre			\$754.25	\$754.25
84	Ismael Rodriguez Buenrostro		\$350.78	\$907.30	\$1,258.08
85	Jose Farias Ceja	\$427.82	\$451.80	\$988.66	\$1,868.28
86	Jose Ceja Ameszcuca		\$225.30		\$225.30
87	Jesus Eduardo Gudino Anaya	\$440.78			\$440.78
88	J. Jesus Cardenas Garcia	\$466.50	\$527.05	\$815.10	\$1,808.65
89	Juan Manuel Sanchez Garcia		\$508.80	\$712.14	\$1,220.94
90	Eduardo Huerta Ceja			\$762.74	\$762.74
91	Jose Bautista Jaimes		\$234.70	\$728.15	\$962.85
92	Jesus Gomez Velazquez	\$50.00	\$360.79	\$993.76	\$1,404.55
93	Demetrio Gonzalez Rodriguez				\$50.00
94	Martin Martinez Velazquez		\$245.76		\$245.76
95	Evaristo Maldonado Serrano	\$343.49	\$365.25	\$1,096.10	\$1,804.84
96	Jose Luis Martinez Barrera		\$372.89	\$758.33	\$1,131.22
97	Cirilo Santoyo Garcia	\$328.50	\$350.25	\$816.83	\$1,495.58
98	J. Jesus Cabreraz Sanchez			\$652.05	\$652.05
99	Javier Ventura Jacuinde				\$50.00
100	Luis Manuel Ordaz Lopez			\$652.05	\$652.05
101	Juan Carlos Cabrera Moreno			\$785.93	\$785.93
104	Arturo Delgado Jorge	\$248.50	\$254.63		\$503.13
105	Rafael Arreguin Maldonado	\$50.00	\$50.00	\$238.00	\$338.00
				Total	\$67,391.32

Agreed Payments to be Made by Brickman to Plaintiffs and Opt-in Plaintiffs

II. Michigan Plaintiffs						
Plt	Name	2003	2004	2005	Contract Amount	Total
1	Artemio Coria Castro	\$337.50			\$223.00	\$560.50
2	Arturo Roberto Alvarez Lopez	\$337.50			\$398.00	\$735.50
3	Edgar Israel Arriaga		\$900.00		\$223.00	\$1,123.00
4	Enrique Arriaga		\$900.00		\$223.00	\$1,123.00
5	Juan Aldaco Miranda	\$900.00			\$223.00	\$1,123.00
6	Juan Pablo Escamilla Avila	\$900.00			\$223.00	\$1,123.00
7	Juan Reymundo Guerrero	\$337.50			\$223.00	\$560.50
8	Omar Enrique Arriaga		\$900.00		\$223.00	\$1,123.00
9	Rigoberto Martinez Roque	\$900.00			\$223.00	\$1,123.00
10	Antonio Aldaco Miranda		\$900.00		\$223.00	\$1,123.00
11	Armando Galavan Garcia		\$225.00		\$175.00	\$400.00
13	Estate of Jose Aldaco Miranda	\$225.00	\$675.00	\$675.00	\$525.00	\$2,100.00
14	Gilberto Hernandez Jacome		\$225.00		\$175.00	\$400.00
15	Gonzalo Hernandez Jacome		\$225.00		\$175.00	\$400.00
16	Jesus Manuel Vasquez Martinez	\$50.00		\$225.00	\$350.00	\$625.00
18	Jose Alberto Vasque Farfan		\$50.00		\$175.00	\$225.00
19	Jose Francisco Manuel Vasque Mtz		\$50.00	\$225.00	\$350.00	\$625.00
20	Mario Medina Martinez	\$50.00			\$350.00	\$400.00
21	Moises Ramirez	\$50.00	\$50.00	\$225.00	\$525.00	\$850.00
22	Porfirio Aldaco Miranda			\$900.00	\$223.00	\$1,123.00
23	Rafael Caballero Mayo		\$225.00		\$350.00	\$575.00
24	Raul Galavan Garcia		\$225.00		\$175.00	\$400.00
25	Ricardo Torres	\$50.00	\$50.00	\$225.00	\$700.00	\$1,025.00
26	Ruben Aldaco Miranda		\$337.50	\$900.00	\$398.00	\$1,635.50
27	Ruben Torres Gomez	\$50.00			\$398.00	\$448.00
28	Francisco Perez Martinez			\$225.00	\$175.00	\$400.00
29	Miguel Acevedo Rodriguez		\$50.00	\$225.00	\$350.00	\$625.00
31	Ramses Arturo Gonzalez Diaz		\$50.00	\$225.00	\$350.00	\$625.00
Total						\$22,599.00

EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
and TOMAS VILLAFUERTE, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

Civil Action No. 2:05-CV-01518-LP

THE BRICKMAN GROUP, LTD;
BRICKMAN GROUP, LLC; and
BRICKMAN ACQUISITIONS LTD.

CLASS ACTION

Defendants.

CLASS ACTION SETTLEMENT
PRELIMINARY APPROVAL ORDER

AND NOW, this _____ day of _____, 2008, upon consideration of the parties' Joint Motion for Preliminary Approval of Class Action Settlement ("Motion"), along with the accompanying Settlement Agreement, Third Amended Complaint, Notice of Class Action Lawsuit and Proposed Settlement, and Claims Forms, and all other papers and proceedings herein, it is HEREBY ORDERED that:

1. The Motion is GRANTED. The Class Action Settlement described in the Motion and set forth in the accompanying Settlement Agreement ("Settlement") is PRELIMINARILY APPROVED, based upon the Court's determination that the Settlement is fair, reasonable, and

adequate, and that Plaintiffs are likely to satisfy the class action requirements set forth in Federal Rule of Civil Procedure 23(a) and (b) for purposes of a settlement class only.

2. For purposes of the Settlement only, the Third Amended Complaint attached as Exhibit A to the Settlement Agreement, which is attached to the Motion, is deemed filed as of the date that the Settlement Agreement was executed by the parties. Defendant The Brickman Group, Ltd., now known as The Brickman Group Ltd. LLC (“Brickman”) is not required to answer, plead in response to, or otherwise move with respect to the Third Amended Complaint.

3. For purposes of the Settlement only, the following class (“Settlement Class”) is conditionally certified pursuant to Federal Rule of Civil Procedure 23(b)(3):

All individuals who worked for The Brickman Group, Ltd. (now known as The Brickman Group Ltd. LLC), Brickman Group, LLC, and/or Brickman Acquisitions Ltd. in the United States as an H-2B worker under the U.S. government’s H-2B program and: (a) who is a named or opt-in plaintiff to one or more of the Actions (as defined in the Settlement Agreement); (b) who worked during 2006 and/or 2007; and/or (c) who was assigned to and worked out of a Brickman branch in the Commonwealth of Pennsylvania or the State of New York during such workers’ first and/or last workweek of 2003, 2004, and/or 2005.

4. For purposes of the Settlement only, named plaintiffs Jose Pablo Lemus, Jose Farias Ceja, Arnoldo Martinez Vizcaya, Salvador Martinez Barrera, and Tomas Villafuerte are appointed as class representatives of the Settlement Class.

5. For purposes of the Settlement only, Friends of Farmworkers, Inc. and Edward Tuddenham are appointed as counsel to represent the Settlement Class (“Class Counsel”) pursuant to Federal Rule of Civil Procedure 23(g).

6. The Notice of Class Action Lawsuit and Proposed Settlement, and Claims Forms, attached to the Settlement Agreement, which is attached to the Motion, fairly, adequately, and accurately describe the terms of the proposed Settlement, settlement approval process, and class

members' rights, including the right to be excluded from the Settlement Class, file objections to the Settlement, or appear at the fairness hearing scheduled to be held by the Court in accordance with this Order. The Notice of Class Action Lawsuit and Proposed Settlement, and Claims Forms are approved.

7. The Court finds that the notice plan described in the Motion and Settlement Agreement constitutes the best notice that is practicable under the circumstances, including individual notice to all class members who can be identified through reasonable effort, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process. As soon as practicable following the entry of this Order, the Claims Administrator, to be selected by Class Counsel subject to the approval of Brickman, shall mail the Notice of Class Action Lawsuit and Proposed Settlement and applicable Claims Form by first class U.S. mail, postage prepaid, to members of the Settlement Class who worked for The Brickman Group, Ltd., Brickman Group, LLC, and/or Brickman Acquisitions Ltd. in the United States as an H-2B worker under the U.S. government's H-2B program and who worked during 2006 and/or 2007; and/or who was assigned to and worked out of a Brickman branch in the Commonwealth of Pennsylvania or the State of New York during such workers' first and/or last workweek of 2003, 2004, and/or 2005. These forms shall be mailed to the addresses provided pursuant to the Settlement Agreement.

8. Any member of the Settlement Class who wants to opt out of the Settlement Class must mail a letter saying that he or she wants to opt out of Rivera v. Brickman Group, Ltd., E.D. Pa. No. 2:05-CV-01518-LP, and listing his or her name, address, and telephone number. The letter must be mailed to the Claims Administrator and must be received by February 28, 2009 to

be valid. The Claims Administrator will file with the Court any opt-out requests received within five (5) days of receipt.

9. Pursuant to Federal Rule of Civil Procedure 23(e), a hearing will be held on _____ in Courtroom _____, U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, to determine whether the Settlement should be finally approved. Members of the Settlement Class who do not exclude themselves from the Settlement Class may appear at the hearing to comment on the proposed Settlement, provided that such class member mails a letter saying that he or she wants to speak at the fairness hearing in Rivera v. Brickman Group, Ltd., E.D. Pa. No. 2:05-CV-01518-LP, and listing his or her name, address, and telephone number. The letter must be mailed to the Claims Administrator and must be received by October 3, 2008. The Claims Administrator will file with the Court any such letters received within five (5) days of receipt.

10. Members of the Settlement Class who do not exclude themselves from the Settlement Class may provide written comments or objections to the proposed Settlement. Any such comments or objections must be set forth in a letter including the class member's name, address, and telephone number. To be considered by the Court in deciding whether to finally approve the Settlement, the letter must be mailed to the Claims Administrator and must be received by October 3, 2008. The Claims Administrator will file with the Court such comments and objections, and any translations as applicable, in accordance with the Settlement Agreement.

11. Class Counsel will file any moving papers in support of final approval of the Settlement no later than _____.

12. In the event that the Settlement is terminated in accordance with the Settlement Agreement, and upon notification of the Court of such termination, this Order will no longer have effect.

BY THE COURT:

Louis H. Pollak
Senior United States District Judge

EXHIBIT G

MEMO

TO: ALL H-2B WORKERS

FROM: THE BRICKMAN GROUP, LTD.

DATE: [INSERT DATE], 2008

Brickman recently reached a proposed settlement of a lawsuit filed by certain H-2B workers. Although Brickman believes that it has fully complied with all laws, we also believe that it is in the best interests of all involved to reach a compromise that benefits both the H-2B workers and Brickman, and resolves all claims. Brickman believes that the proposed settlement is fair and accomplishes these goals.

If you worked for Brickman as an H-2B worker in the 2006 or 2007 seasons (or in Pennsylvania or New York during the 2003-2005 seasons), you should be getting information in the mail at your current U.S. home address about this settlement. If you do not receive this information by [INSERT DATE], you should contact one of the organizations listed below for more information.

If you are eligible, it is up to you to decide whether to participate in the settlement. Brickman will not take any action against you if you decide to file a claim under the settlement.

Here are the organizations to contact for more information about the settlement:

Friends of Farmworkers, Inc.

924 Cherry Street, 4th Floor
Philadelphia, PA 19107-2411
U.S.A. / E.U.A.
Tel: 1 - (215) 733-0878
Fax: 1- (215) 733-0876
Free call within the US: 1- (800)-729-1607
Free call from Mexico 001-800-51-41-349
Email /Correo electrónico: info@friendsfw.org
Internet: <http://www.friendsfw.org>

Centro de los Derechos del Migrante

Calle Víctor Rosales #164
Col. Centro, Zacatecas, Zac., Méx.
C.P. 98000
Tel: 011 (52) 492 925 2510
Fax: 011 (52) 492 925 2511
Free call from Mexico 01-800-59-01-773
Free call within the US: 1- (800) 401-5901

EXHIBIT H

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUAN JAVIER RIVERA, JOSE PABLO LEMUS,
JOSE FARIAS CEJA, ARNOLDO MARTINEZ
VIZCAYA, SALVADOR MARTINEZ BARRERA,
and TOMAS VILLAFUERTE, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

Civil Action No. 2:05-CV-01518-LP

THE BRICKMAN GROUP, LTD;
BRICKMAN GROUP, LLC; and
BRICKMAN ACQUISITIONS LTD.

CLASS ACTION

Defendants.

ORDER AND FINAL JUDGMENT

AND NOW, this _____ day of _____, 2008, following the fairness hearing held on _____ and upon consideration of the parties' Joint Motion for Final Approval of Class Action Settlement ("Motion"), and all other papers and proceedings herein, the Court hereby finds and it is HEREBY ORDERED that:

1. The Motion is GRANTED. The Class Action Settlement described in the Motion and set forth in the Settlement Agreement ("Settlement") is FINALLY APPROVED as fair, reasonable, adequate, and in the best interests of the Settlement Class.

2. For purposes of the Settlement only, the following class ("Settlement Class") is unconditionally certified pursuant to Federal Rule of Civil Procedure 23(b)(3):

All individuals who worked for The Brickman Group, Ltd. (now known as The Brickman Group Ltd. LLC), Brickman Group, LLC, and/or Brickman Acquisitions Ltd. in the

United States as an H-2B worker under the U.S. government's H-2B program and: (a) who is a named or opt-in plaintiff to one or more of the Actions (as defined in the Settlement Agreement); (b) who worked during 2006 and/or 2007; and/or (c) who was assigned to and worked out of a Brickman branch in the Commonwealth of Pennsylvania or the State of New York during such workers' first and/or last workweek of 2003, 2004, and/or 2005.

3. The Court finds that notice to the Settlement Class was provided in accordance with the parties' Settlement Agreement and the Court's Class Action Settlement Preliminary Approval Order ("Preliminary Approval Order") dated _____. Such notice constituted the best notice practicable under the circumstances, including individual notice to all class members who could be identified through reasonable effort, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. _____ individuals opted out of the Settlement pursuant to paragraph 8 of the Preliminary Approval Order. _____ individuals filed objections, which were considered by the Court, pursuant to paragraph 10 of the Preliminary Approval Order. _____ members of the Settlement Class appeared at the fairness hearing pursuant to paragraph 9 of the Preliminary Approval Order.

4. Defendant satisfied the requirements of 28 U.S.C. § 1715. On July _____, 2008, Defendant provided proper and timely notice of the proposed settlement to the United States Attorney General and the appropriate state official in every state in which a member of the Settlement Class resides. _____ objections were received by government officials.

5. The parties are directed to implement the Settlement Agreement. Payments will be calculated and made to counsel and members of the Settlement Class without withholding and in accordance with the terms of the Settlement Agreement. All members of the Class who do not timely exclude themselves in accordance with the Settlement Agreement and Preliminary

Approval Order are bound by the terms of the Settlement, including without limitation the release contained in Section 7 of the Settlement Agreement. Members of the Settlement Class who filed a claims form are bound by the general release included in the claims form.

6. This action is dismissed with prejudice and without costs or attorneys' fees other than those expressly provided in the Settlement Agreement.

7. This Court shall retain jurisdiction to determine all matters relating in any way to this Order and Final Judgment or the Settlement Agreement, including without limitation the administration, implementation, interpretation, and enforcement of this Order and Final Judgment or the Settlement Agreement, and resolution of disputes regarding Claims Forms.

8. In the event that the Settlement is terminated in accordance with the Settlement Agreement, and upon notification to the Court of such termination, this Order will no longer have effect.

BY THE COURT:

Louis H. Pollak
Senior United States District Judge

EXHIBIT I

JOINT STATEMENT BY
FRIENDS OF FARMWORKERS, INC.
and
THE BRICKMAN GROUP, LTD.

The parties to the lawsuit captioned Juan Javier Rivera and Jose Pablo Lemus, individually and on behalf of others similarly situated v. The Brickman Group, Ltd., Civil Action No. 2:05-CV-01518-LP, currently pending in the United States District Court for the Eastern District of Pennsylvania, have reached a proposed settlement of the lawsuit. The parties have submitted formal papers asking the Court to approve the settlement.

The lawsuit was filed by foreign individuals from Mexico and Guatemala who were admitted to the United States under the U.S. government's nonimmigrant H-2B visa program, and who worked for Brickman in the United States. The H-2B workers assert that the costs they incurred in traveling between their home countries and the United States was required to be paid by Brickman. Brickman strongly denies these allegations and believes that it complied with all applicable laws, and has properly and fairly paid all of its workers.

After considering the past and future costs associated with the lawsuit, the parties believe that it is in the best interests of all involved to reach a compromise that benefits both the H-2B workers and Brickman, and resolves all claims. Both Brickman and representatives of the H-2B workers believe that the settlement submitted to the Court today is fair and accomplishes these goals.

For More Information Contact

Arthur N. Read
General Counsel
Friends of Farmworkers, Inc.
924 Cherry Street, 4th floor
Philadelphia, PA 19107-2411
Telephone: (215) 733-0878, 150
Fax: (215) 733-0876
Email: aread@friendsfw.org

The Brickman Group, Ltd. LLC
Suite D, 18227 Flower Hill Way
Gaithersburg, MD 20879