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Attorneys for Plaintiff
JUNIOR ARNULFO MEJIA GONZALEZ, individually,
and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUNIOR ARNULFO MEJIA GONZALEZ,
individually, and on behalf of other aggrieved
employees,

Plaintiff,

vs.

GOTHIC GROUNDS MANAGEMENT, INC.
a corporation dba GOTHIC LANDSCAPE,
INC. – MAINTENANCE DIVISION;
GOTHIC LANDSCAPING, INC., a
corporation; GOTHIC LANDSCAPE, INC.,
an unknown entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV19664

[Assigned to Honorable Christopher K. Lui,
Dept.76]

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

RESERVATION ID: 795567961682

Date: March 3, 2026
Time: 8:30 a.m.
Department: 76

Complaint Filed: May 22, 2020
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

03/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Le Deputy

ORDER AND JUDGMENT

1
2 1. Plaintiff Junior Arnulfo Mejia Gonzalez’s (“Plaintiff”) Motion for Approval of PAGA
3 Settlement (“Motion”) came on regularly for hearing on March 3, 2026 at 8:30 a.m., the Honorable
4 Christopher K. Lui presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the
5 Declaration of Dalia Khalili and exhibits thereto, including the PAGA Settlement Agreement
6 (“Settlement Agreement” or “Settlement”), attached as Exhibit B, and for good cause appearing, IT IS
7 HEREBY ORDERED, ADJUDGED, and DECREED as follows:

8 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
9 forth in the Settlement.

10 2. Plaintiff’s Motion is hereby GRANTED.

11 3. Judgment is hereby entered in favor of Plaintiff and against Defendant Gothic Grounds
12 Management, Inc. (“Defendant”) in the amount of \$1,380,000.00 pursuant to the terms of the
13 Settlement. This Judgment is intended to be a final disposition of this action.

14 4. Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section
15 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and adequate in
16 view of PAGA’s purposes to remediate present labor law violations, to deter future violations, and to
17 maximize enforcement of state labor laws. The Court finds that notice of the Settlement has been
18 provided to the California Labor and Workforce Development Agency (“LWDA”), as required by
19 Labor Code § 2699(s)(2).

20 5. “Aggrieved Employees” means all current and former non-exempt employees of
21 Defendant in the State of California at any time during the period from March 18, 2019 through May
22 31, 2025 (“PAGA Period”).

23 6. The Court finds the Gross Settlement Amount of \$1,380,000.00, the payments to the
24 LWDA and Aggrieved Employees, and the methodology used to calculate and pay each Aggrieved
25 Employee’s Individual PAGA Payment are fair, reasonable, and adequate and authorizes the
26 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
27 accordance with the terms of the Settlement. The Court also authorizes the Settlement Administrator
28 to transmit payment of 75% of the Net Settlement Amount to the LWDA.

1 7. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
2 \$460,000.00, which is one-third of the Gross Settlement Amount, is reasonable as a percentage of the
3 common fund. The Court awards Matern Law Group, PC attorneys' fees in the amount of
4 \$460,000.00 to be paid from the Gross Settlement Amount.

5 8. The Settlement limits PAGA Counsel's costs to \$50,000.00. The Court awards Matern
6 Law Group, PC \$43,239.67 in costs and expenses to be paid from the Gross Settlement Amount, with
7 the remaining \$6,760.33 to become part of the Net Settlement Amount.

8 9. The Court hereby approves an enhancement in the amount of \$10,000.00 to Plaintiff
9 Junior Arnulfo Mejia Gonzalez for his service as a PAGA representative, the risks he undertook on
10 behalf of the State of California and the other Aggrieved Employees, and the general release of his
11 individual claims, including his individual wage and hour claims, to be paid from the Gross Settlement
12 Amount.

13 10. The Settlement limits the settlement administration costs to \$10,000.00. The Court
14 approves settlement administration costs in the amount of \$8,000.00 to Xpand Legal Consulting, LLC
15 to be paid from the Gross Settlement Amount.

16 11. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the
17 Administrator no later than 30 days after the Effective Date (the date by when both of the following
18 have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b)
19 the Judgment is final. The Judgment is final as of the day after the deadline for filing a notice of appeal
20 from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
21 affirms the Judgment and issues a remittitur).

22 12. Within fourteen (14) calendar days after the Effective Date, Defendant shall provide the
23 Settlement Administrator with a Microsoft Excel spreadsheet containing the Aggrieved Employee
24 Data, including each Aggrieved Employee's name, last-known mailing address, Social Security
25 number, and number of pay periods worked during the PAGA Period.

26 13. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
27 Amount, the Administrator shall mail checks or transfer funds for all Individual PAGA Payments, the
28 LWDA PAGA Payment, the PAGA Plaintiff Service Payment, the Administration Expenses Payment,

1 the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. The Settlement
2 Administrator shall send the checks for the Individual PAGA Payments via First Class U.S. Mail to
3 each Aggrieved Employee at his or her last known address or at the updated address found through a
4 National Change of Address search.

5 14. After 180 days from the date of mailing, any Individual PAGA Payment check that has
6 not been cashed will be canceled. The Administrator shall transmit all uncashed settlement funds to
7 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

8 15. Upon the full funding of the Gross Settlement Amount by Defendant, and except as to
9 the right to enforce the terms and conditions of the Settlement, the Aggrieved Employees shall be
10 deemed to have released the Released Parties from the Released PAGA Claims during the PAGA
11 Period. "Released PAGA Claims" means all claims, demands, rights, liabilities, and causes of action
12 for civil penalties under PAGA, arising during the PAGA Period, that were pled in the Operative
13 Complaint and/or Plaintiff's PAGA Notice or that reasonably could have been pled based upon the
14 factual allegations in the Operative Complaint and/or Plaintiff's PAGA Notice. "Released Parties"
15 means Defendant, Gothic Grounds Management and each of their former and present directors,
16 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
17 subsidiaries, and affiliates.

18 16. Upon the full funding of the Gross Settlement Amount by Defendant, and except as to
19 the right to enforce the terms and conditions of this Settlement, Plaintiff and his respective former and
20 present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally
21 release and discharge the Released Parties from any and all claims, charges, transactions, losses,
22 liabilities, damages, or occurrences through the date of execution of this Agreement ("Plaintiff's
23 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
24 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
25 or workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover
26 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
27 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of

1 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
2 any, of section 1542 of the California Civil Code.

3 17. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
5 or related to the subject matter of the Action, including but not limited to all matters related to the
6 Settlement and the determination of all controversies relating thereto.

7 18. A final accounting hearing is set for January 12, 2027, ~~2026~~ at 8:30 a.m. The
8 parties are ordered to provide a final report and accounting from the Settlement Administrator by
9 January 5, 2027.

10 19. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10)
11 calendar days of the Court's entry of this Order and Judgment.

12 **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

13
14 DATED: 03/03/2026



A handwritten signature in black ink, appearing to read "Christopher K. Lui", is written over a horizontal line.

Christopher K. Lui / Judge

HON. CHRISTOPHER K. LUI
Judge of the Superior Court