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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SANTIAGO GUTIERREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

M.M.C.L., INC. dba CALIFORNIA
LANDCARE, a California corporation; and
DOES 1 through 100,

Defendants.

Case No. 30-2021-01182371-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**DECLARATION OF MATTHEW K. MOEN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 2, 2023

Time: 10:00 a.m.

Dept.: CX105

Action Filed: February 2, 2021

Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a senior associate with Haines Law Group, APC, and counsel for the named Plaintiff Santiago Gutierrez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, the Honorable Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over thirty (30) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. The following is a non-exhaustive list of the recent wage and hour class actions that have been granted final approval in which I have been named as Class Counsel: *Morales v.*

1 *Ball Horticultural Co.*, Case No. 16CV-0488, San Luis Obispo County Superior Court,
2 Honorable Linda D. Hurst, presiding (approving an hourly rate of \$375 for work performed in
3 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-
4 CU-OE-CXC, Orange County Superior Court, Honorable William D. Claster, presiding;
5 *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-
6 00883282-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
7 presiding; *Willie Daniel Myers, Jr. v. Jerome's Furniture Warehouse*, Case No. CIVDS
8 1715069, San Bernardino County Superior Court, Honorable Janet M. Frangie, presiding
9 (approving an hourly rate of \$375 for work performed in 2018 and 2019); *Tina Arellano v.*
10 *Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court,
11 Honorable Daniel J. Buckley, presiding (approving an hourly rate of \$375 for work performed
12 in 2018 and 2019); *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los
13 Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
14 rate of \$375 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing*
15 *Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson,
16 presiding (approving an hourly rate of \$400 for work performed in 2018, 2019, and 2020);
17 *Abbygail Hernandez v. WirelessPCS CA, LLC*, Case No. BC721326, Los Angeles County
18 Superior Court, Honorable Carolyn B. Kuhl, presiding; *Lucia Kang, et al., v. Extra Space*
19 *Management, Inc.*, Case No. 30-2018-00997364-CU-OE-CXC, Orange County Superior Court,
20 Honorable William Claster, presiding (approving an hourly rate of \$400 for work performed in
21 2018, 2019, and 2020); *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
22 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
23 of \$400 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*,
24 Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn,
25 presiding (approving an hourly rate of \$400 for work performed in 2019 and 2020); *David*
26 *Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles County Superior
27 Court, Honorable Daniel J. Buckley, presiding; *Angel Ochoa v. Fonseca Construction, Inc.*,
28 Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable David Cohn,

1 presiding (approving an hourly rate of \$400 for work performed in 2019 to 2021); *William*
2 *Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County
3 Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$400 for
4 work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*, Case No.
5 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding
6 (approving an hourly rate of \$400 for work performed in 2019 to 2021); *Gaudencio Arroyo*
7 *Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare County
8 Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$425 for
9 work performed in 2019 to 2022); and *Santos Orellana v. Smarte Carte, Inc.*, Case No.
10 20STCV08890, Los Angeles County Superior Court, Honorable Yvette M. Palazuelos,
11 presiding (approving an hourly rate of \$475 for work performed in 2020-2022).

12 6. I have also moved to certify, and have received an order certifying, a class action
13 as Class Counsel in the following case: *Staublein v. Wells Fargo Bank, National Association*,
14 Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn, presiding
15 (certifying a wage statement class).

16 7. In every year from 2020 to 2023, Thomson Reuters and Los Angeles Magazine
17 recognized me as a Top Young Attorney in Southern California in the annual Rising Star
18 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
19 (2.5%) of attorneys under the age of forty in Southern California each year.

20 8. As counsel for Plaintiff, I have been closely involved in all aspects of this
21 litigation since its inception, and believe that the proposed Stipulation of Settlement and
22 Amendment to Stipulation of Settlement (collectively, “Settlement Agreement” or
23 “Settlement”) is a fair and reasonable result for the participating Settlement Class members.

24 9. Defendant M.M.C.L., Inc. dba California Landcare (“Defendant”) operates a
25 landscaping company specializing in landscape maintenance. Plaintiff was employed by
26 Defendant as a non-exempt employee from approximately August 2019 until approximately
27 March 24, 2020. Plaintiff’s primary job duties included landscaping and maintenance work,
28 such as trimming trees, planting seeds, and uprooting plants and flowers. Plaintiff alleges that

1 like all Settlement Class members, he was subject to Defendant’s wage and hour policies and
2 practices.

3 10. On February 2, 2021, Plaintiff filed the initial Complaint in this action, alleging
4 Defendant failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages; (iii) provide
5 all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse
6 necessary business expenses; (vi) issue accurate and itemized wage statements; (vii) timely pay
7 all final wages upon separation; and (viii) comply with California’s Unfair Competition laws.
8 On April 9, 2021, Plaintiff filed the operative First Amended Complaint, adding a cause of
9 action for civil penalties under the Private Attorneys General Act (“PAGA”), premised on the
10 same underlying Labor Code violations.

11 11. Shortly after Plaintiff filed this action, Defendant engaged in a *Pick Up Stix*
12 campaign pursuant to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796 to obtain
13 general releases from putative class members. Therefore, the scope of the Parties’ Settlement is
14 with respect to only those putative class members who did not sign a “Release Agreement” with
15 Defendant in connection with its *Pick Up Stix* campaign.

16 12. In connection with mediation, Defendant provided Plaintiff with electronic
17 timekeeping and payroll records for approximately 20% of the Settlement Class members
18 spanning the entire Class Period, as well as key policy documents and an anonymized list
19 identifying all putative Settlement Class members and their dates of employment and total bi-
20 weekly pay periods. Plaintiff and his counsel then conducted a comprehensive analysis of the
21 produced data to create a detailed, class-wide exposure model for the claims at issue. On
22 January 5, 2022, the Parties participated in a mediation session with Todd Smith, Esq., during
23 which the Parties exchanged divergent views on Defendant’s liability and exposure valuations,
24 their legal positions, and the likelihood of certification of Plaintiff’s claims. At the conclusion of
25 mediation, Mr. Smith made a mediator’s proposal that the Parties ultimately accepted. Over the
26 following months, the Parties negotiated and finalized the remaining terms of the proposed
27 class-wide stipulation of settlement. At the request of this Court, the Parties entered into an
28

1 Amendment to Stipulation of Settlement. On January 27, 2023, this Court preliminarily
2 approved the Settlement Agreement.

3 13. A true and correct copy of the Court's Order Granting Preliminary Approval of
4 Class Action Settlement is attached hereto as **Exhibit 1** (Preliminary Approval Order). True
5 and correct copies of Plaintiff's initial July 7, 2022 settlement submission to the California
6 Labor and Workforce Development Agency ("LWDA"), as well as Plaintiff's subsequent
7 January 9, 2023 submission of the Amendment to Stipulation of Settlement, along with the
8 LWDA's confirmations of receipt for both submissions, are attached hereto as **Exhibit 2**.

9 14. Defendant will pay a non-reversionary Maximum Settlement Amount
10 ("MSA") of \$1,250,000.00. The Net Settlement Amount is the amount remaining from the MSA
11 after deducting Court-approved amounts for attorneys' fees (\$416,666.67) and verified costs
12 reimbursement (\$9,398.81), the Class Representative Enhancement Payment (\$5,000.00),
13 settlement administration costs (\$5,795.00), and payment to the LWDA for its share of PAGA
14 penalties (\$30,000.00). A true and correct copy of my firm's expense report is attached hereto
15 as **Exhibit 3**.

16 15. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant maintains
17 it has properly paid all minimum and overtime wages for all hours worked by the Settlement
18 Class members. Defendant argues it did not direct Plaintiff and other non-exempt employees to
19 conduct off-the-clock work and, in fact, there was no work to be done prior to or after scheduled
20 shift times. As such, Defendant contends that all work was performed while on the clock and
21 accurately recorded, and Plaintiff's claim would fail on the merits. Further, Defendant asserts
22 that this claim is not suitable for class treatment, as it requires individualized inquiries into
23 exactly how much time each employee purportedly worked off-the-clock each day, resulting in
24 an unmanageable series of mini-trials.

25 16. As to Plaintiff's meal period allegations, Defendant contends that the Settlement
26 Class members were never required to remain on Defendant's jobsites during meal periods and
27 were free to come and go as they wished during their duty-free meal periods. Further, Defendant
28 contends that its scheduled meal periods ensured that all employees whose shifts started at or

1 after 7:00 a.m. were provided with a timely meal period, and any late meal periods were the
2 result of employee choice. Defendant, therefore, contends that Plaintiff's meal period claim is
3 not suited for class certification as individual inquiries would be required to assess the reasons
4 why a particular individual recorded a non-compliant meal period or missed a meal period on a
5 particular shift, and whether a particular individual chose to take an untimely meal period on a
6 particular shift, resulting in a series of mini-trials.

7 17. As to Plaintiff's rest period claim, Defendant asserts it has always authorized and
8 permitted all required rest periods for its non-exempt employees. Defendant argues that it
9 maintained lawful rest period practices at all times during the Class Period, including
10 authorizing and permitting two rest periods per workday that exceeded 6.5 hours in length,
11 which were pre-scheduled at 9:30am and 1:30pm, and Plaintiff and other non-exempt
12 employees were authorized and permitted to take all lawful rest periods to which they were
13 entitled. Therefore, Defendant asserts that if employees did not take all lawful rest periods, this
14 was solely the result of employee choice and not reflective of Defendant's policies and
15 practices. Further, Defendant asserts that this claim is unmanageable, as it requires
16 individualized inquiries into whether each employee failed to take a lawful rest period and on
17 which days, resulting in an unmanageable series of mini-trials. These manageability concerns
18 are especially present for rest periods, Defendant argues, as rest periods are not required by
19 statute to be recorded.

20 18. In response to Plaintiff's allegations that Defendant failed to reimburse the
21 Settlement Class members for all necessary business expenses incurred, Defendant argues that it
22 maintains a policy to reimburse all reasonable and necessary business expenditures and that, to
23 the extent that any expenses were not reimbursed, it was the result of Defendant's employees
24 failing to submit expense reimbursement requests. Further, Defendant argues that any expenses
25 incurred by the Settlement Class members were minimal given the wide availability of low-cost
26 cellular phone plans. Defendant also maintains that this claim faces similar obstacles towards
27 certification as Plaintiff's other claims, particularly that it would require a series of mini-trials to
28 determine which employees incurred expenses, whether those expenses were reasonable and

1 necessary for the particular job duties of the affected employee, and in which pay periods such
2 expenses were allegedly incurred.

3 19. As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's
4 underlying claims will fail and, as a result, the wholly derivative wage statement, waiting time,
5 and PAGA claims will also fail. Defendant also maintains that Plaintiff cannot show that the
6 wage statement violations were "knowing and intentional," or that the putative class members
7 "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for
8 the imposition of wage statement penalties. Further, Defendant argues that the wage statements
9 always accurately reflected hours worked and amounts actually paid to employees, and thus
10 Defendant could not be found liable for wage statement penalties. Moreover, Defendant
11 maintains that its good faith defenses to Plaintiff's underlying claims would preclude the
12 recovery of waiting time penalties, which are only available for the "willful" failure to pay
13 wages, and that this Court would exercise its discretion to substantially reduce any PAGA
14 penalties awarded.

15 20. My firm's fee request of \$416,666.67, representing one-third of the MSA, is the
16 same percentage sought in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, is fair and
17 reasonable based on the percentage of the recovery method, and is consistent with my firm's
18 experience in similar wage-and-hour class action matters. My firm's requested fee award is
19 justified because my firm achieved a significant result for the Settlement Class in an uncertain
20 and risky case, while bearing the substantial burdens of representation on a contingency basis.

21 21. My firm has a lodestar of approximately \$198,425.00, which results in a
22 multiplier of 2.09 compared to the \$416,666.67 fee request. A general summary showing the
23 number of hours of work performed by each attorney and paralegal is set forth below. I have
24 reviewed and broken down by activity the attorney hours spent by my firm on this matter based
25 on our contemporaneously kept billing records. A true and correct copy of an hourly breakdown
26 of my firm's attorneys' hours in this matter is attached hereto as **Exhibit 4**. The acronyms used
27 in the resulting chart are as follows: PKH = Paul Haines (attorney), FWS = Fletcher Schmidt
28 (attorney), MKM = Matthew K. Moen (attorney), SJP = Susan J. Perez (attorney), and JR =

Jonathan Ramirez (paralegal). A true and correct copy of the current Laffey Matrix is attached hereto as **Exhibit 5**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (17th Year Attorney)	\$750	7.4	\$5,550.00
Fletcher W. Schmidt (11th Year Attorney)	\$725	94.8	\$68,730.00
Matthew K. Moen (8th Year Attorney)	\$575	176.5	\$101,487.50
Susan J. Perez (4th Year Attorney)	\$475	41.4	\$19,665.00
Firm Paralegals	\$175	17.1	\$2,992.50
Total Lodestar			\$198,425.00

22. Since undertaking representation of Plaintiff, my firm has expended \$9,398.81 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis into those claims, reviewing data and documents produced by Defendant, calculating a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, the long-form Settlement Agreement, and the Notice Packet documents, preparing the Motions for Preliminary and Final Approval, drafting the Amendment to Stipulation of Settlement and providing supplemental briefing to the Court in support of Plaintiff's Motion for Preliminary Approval, overseeing the notice process, fielding questions from Settlement Class Members, and otherwise litigating the case.

23. My firm has incurred and respectfully requests reimbursement of \$9,398.81 in actual litigation costs, which is more than \$10,000.00 less than the \$20,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement. My firm's expense summary (attached hereto) identifies Plaintiff's Counsel's to-date out of pocket expenses as

1 \$9,313.81. The total amount that my firm is requesting for expense reimbursement (\$9,398.81)
2 includes an additional \$85.00 in anticipated future costs for the filing and service of the Motion
3 for Final Approval, as well as costs to appear at the Final Approval Hearing, which will be
4 incurred by the time the motion is heard.

5 24. Plaintiff also requests that the Court approve \$5,795.00 in administration costs to
6 Simpluris as the Settlement Administrator.

7 25. Plaintiff seeks a Class Representative Enhancement Payment of \$5,000.00 and
8 believes that this request is reasonable given Plaintiff's considerable efforts in this case, the
9 risks Plaintiff undertook on behalf of the Settlement Class members, and his general release of
10 all claims against Defendant subject to a waiver of California Civil Code section 1542. Among
11 other things, Plaintiff gathered relevant documents for use in the lawsuit and provided copies of
12 his wage statements and other factual information to his attorneys, held various phone calls with
13 his attorneys to discuss the claims in the lawsuit and Defendant's practices, assisted his
14 attorneys in preparing for mediation, reviewed and provided input regarding the Settlement in
15 this case, and otherwise assisted his attorneys in moving the case towards resolution. Plaintiff
16 has invested considerable time and effort into seeing this litigation through resolution, and the
17 Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to
18 pursue these claims, will benefit from his participation. Plaintiff attached his name to this
19 lawsuit for the benefit of the Settlement Class members and to the risk of himself, and has
20 agreed to a broader, general release of claims beyond what other Settlement Class members are
21 releasing through this action, including a waiver of Civil Code section 1542.

22 26. In connection with Preliminary Approval, Plaintiff, my firm, Defendant, and
23 Defendant's counsel submitted declarations confirming that all parties and their counsel lack
24 any relationship with the proposed *cy pres* that could create a potential conflict of interest.

25 I declare under penalty of perjury under the laws of the United States and the state of
26 California that the foregoing is true and correct. Executed on May 10, 2023, at El Segundo,
27 California.

28 
Matthew K. Moen

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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SANTIAGO GUTIERREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

M.M.C.L., INC. dba CALIFORNIA
LANDCARE, a California corporation; and
DOES 1 through 100,

Defendants.

Case No. 30-2021-01182371-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 27, 2023
Time: 10:00 a.m.
Dept.: CX105

Action Filed: February 2, 2021
Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Santiago Gutierrez (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on January 27, 2023, at 10:00 a.m. The Court, having considered the proposed Stipulation of Settlement, attached as Exhibit A to the July 7, 2022 Declaration of Matthew K. Moen; having considered the proposed Amendment to Stipulation of Settlement (collectively with the Stipulation of Settlement, the “Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Supplemental Declaration of Matthew K. Moen filed in Support of Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement; having considered the January 24, 2023 Second Supplemental Declaration of Matthew K. Moen in Support of Plaintiff’s Supplemental Brief, and the proposed Notice Packet attached as Exhibit 2, thereto; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that it appears the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement appears to be non-collusive and reasonable. The

1 Settlement is presumptively valid, subject ~~only~~ to any objections that may be raised pursuant to
2 the terms of the Settlement Agreement.

3 3. For purposes of the Settlement, the Court finds that the proposed Settlement
4 Class is ascertainable and that there is a sufficiently well-defined community of interest among
5 the members of the Settlement Class in questions of law and fact. Therefore, for settlement
6 purposes only, the Court grants conditional certification of the following Settlement Class:

7 All current and former non-exempt employees who worked for Defendant
8 M.M.C.L., Inc. dba California Landcare (“Defendant”) in California at any time
9 between February 2, 2017 and October 31, 2021 (the “Class Period”) and who
10 did not sign a “Release Agreement” with Defendant in connection with its
Chindarah v. Pick Up Stix, Inc. campaign.

11 4. For purposes of the Settlement, the Court designates named Plaintiff Santiago
12 Gutierrez as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt,
13 Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

14 5. The Court designates Simpluris Class Action Settlement Administration as the
15 third-party Settlement Administrator for mailing notices.

16 6. The Court approves, as to form and content, the Notice of Class Action
17 Settlement (“Class Notice”), the Notice of Individual Settlement Payment, and the Request for
18 Exclusion Form (collectively, the “Notice Packet”) attached as Exhibit 2 to the Second
19 Supplemental Declaration of Matthew K. Moen filed in support of Plaintiff’s Supplemental
20 Brief.

21 7. The Court finds that the form of notice to the Settlement Class regarding the
22 pendency of the action and of the Settlement, and the methods of giving notice to Settlement
23 Class members, constitute the best notice practicable under the circumstances, and constitute
24 valid, due, and sufficient notice to all Settlement Class members. The form and method of
25 giving notice comply fully with the requirements of California Code of Civil Procedure section
26 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
27 and other applicable law.
28

1 8. The Court further approves the procedures for Settlement Class members to opt
2 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

3 9. The procedures and requirements for submitting objections in connection with
4 the Final Approval Hearing are intended to ensure the efficient administration of justice and the
5 orderly presentation of any Settlement Class member's objection to the Settlement, in
6 accordance with the due process rights of all Settlement Class members.

7 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
8 Settlement Class members in English and Spanish, in accordance with the terms of the
9 Settlement.

10 11. The Class Notice shall provide at least 60 calendar days' notice for Settlement
11 Class members to submit disputes, opt out of, or object to the Settlement.

12 12. The Final Approval Hearing on the question of whether the Settlement
13 Agreement should be finally approved as fair, reasonable and adequate is scheduled for June 2,
14 2023, at 10:00 a.m. in Department CX105 of this Court, located at 751 W Santa Ana Blvd,
15 Santa Ana, California 92701. The Court reserves the right to continue the date of the Final
16 Approval Hearing without further notice to the Settlement Class Members. The Court retains
17 jurisdiction to consider all further applications arising out of or in connection with the
18 Settlement Agreement.

19 13. At the Final Approval Hearing, the Court will consider: (a) whether the
20 Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement
21 Class; (b) whether a judgment granting final approval of the Settlement should be entered; and
22 (c) whether Plaintiff's application for an incentive award, settlement administration costs,
23 payment to the California Labor and Workforce Development Agency ("LWDA") for its 75%
24 share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section
25 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

26 14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
27 materials in support of the request for final approval of the Settlement and Plaintiff's application
28 for an enhancement payment, settlement administration costs, payment to the LWDA for its

share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on January 27, 2023):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	February 10, 2023
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	February 27, 2023
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	April 28, 2023
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	June 2, 2023 at 10:00 a.m.

16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: **January 27, 2023**

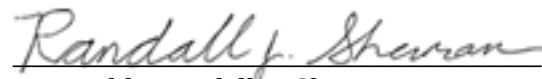

Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT 2



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

30-2021-01182371-CU-(

Hearing Date (if any)

October 28, 2022

Hearing Time

10:00 a.m.

Hearing Location

751 West Santa Ana Blvd.,

Number of aggrieved employees *

352

Gross settlement amount *

1250000.00

Gross penalty amount *

40000.00

Penalties to LWDA *

30000.00

Date of proposed settlement *

04/13/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Exhibit A – Se... Executed).pdf

Other Attachment (if any)

1. 2022-07-0...Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2022-07-06 ...A (final).pdf

Other Attachment (if any)

[Remove](#)

3. 2022-07-07 ...A (Final).pdf

Other Attachment (if any)

[Remove](#)

4. 2022-07-0...care MPA.pdf

Other Attachment (if any)

[Remove](#)

5. 2022-07-0...care MPA.pdf

Other Attachment (if any)

[Remove](#)

6. 2022-07-0...care MPA.pdf

Other Attachment (if any)

[Remove](#)

7. 2022-07-0...care MPA.pdf

Other Attachment (if any)

[Remove](#)

8. 2022-07-0...ger MMCL.pdf

Other Attachment (if any)

[Remove](#)

9. 2022-07-07...f Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, July 07, 2022 1:50:41 PM

07/07/2022 01:49:50 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

 1- 2023-01-...y Approval.pdf

Other Attachment (if any)

 2- 2023-01-...y Approval.pdf

Other Attachment (if any)

 3- 2023-01-...dcare MPA.pdf

[Remove](#)

Other Attachment (if any)

[Remove](#)

4- JNL Decl re... Approval.PDF

Other Attachment (if any)

[Remove](#)

5 - 2023-01-...of Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Other Response or Document Submission
Date: Monday, January 09, 2023 6:24:56 PM

01/09/2023 06:23:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

May 9, 2023

Santiago Gutierrez vs M.M.C.L., Inc. dba California Landcare

		<u>Qty/Price</u>	<u>Amount</u>
1/31/2021	PKH Postage for January, 2021.	1 13.80	13.80
	PKH Copying cost for January, 2021.	17 0.25	4.25
2/2/2021	PKH Filing fee for LWDA	1 75.00	75.00
2/3/2021	PKH One Legal's fee for filing of Initial and Complex Complaint and jury fees	1 1,651.56	1,651.56
2/28/2021	PKH Postage for February, 2021.	1 6.06	6.06
	PKH Copying cost for February, 2021.	7 0.25	1.75
3/24/2021	PKH One Legal's fee for filing of Class Action / B Questionnaire	1 14.67	14.67
3/29/2021	PKH First legal's fee for service of summons and complaint	1 136.64	136.64
4/1/2021	PKH One Legal's fee for filing of POS of Summons	1 14.67	14.67
4/12/2021	PKH One Legal's fee for filing of Amended Complaint	1 14.67	14.67
5/31/2021	PKH Postage for May, 2021.	1 2.31	2.31

5/9/2023

			<u>Qty/Price</u>	<u>Amount</u>
5/31/2021	PKH	Copying cost for May, 2021.	28 0.25	7.00
6/25/2021	KI	One Legal Filing Fee for: Case Management Statement (eFiled, eServed)	1 15.44	15.44
7/31/2021	DL	CourtCall fee for hearing on 7/2/21	1 94.00	94.00
	PKH	Copying cost for July, 2021.	1 0.25	0.25
11/4/2021	PKH	Todd Smith mediation fee 1/5/22 mediation	1 7,000.00	7,000.00
11/30/2021	KI	FedEx cost for NOV 2021	1 16.88	16.88
	PKH	Copying cost for November, 2021.	1 0.25	0.25
12/31/2021	PKH	Westlaw cost for December, 2021.	1 13.47	13.47
1/7/2022	KI	One Legal Filing Fee for: Status Conference Statement	1 17.76	17.76
1/18/2022	KI	One Legal Filing Fee for: Status Conference Statement	1 17.76	17.76
1/20/2022	PKH	Postage for January 2022	1 6.13	6.13
	PKH	Copying cost for January 2022.	3 0.25	0.75
1/31/2022	PKH	Postage for January, 2022.	1 6.13	6.13
	PKH	Copying cost for January, 2022.	3 0.25	0.75
7/8/2022	IDLC	One legal's fee for filing of Plaintiff's notice of motion/ motion for preliminary approval of class action settlement and Declaration in support of plaintiffs motion for preliminary approval of class action settlement (MKM, PKH, FWS, SJP, Santiago Gutierrez, Eric Springer)	1 81.07	81.07
7/11/2022	IDLC	One legal's fee for filing of stipulation and order, proposed stipulation and order.	1 39.89	39.89

5/9/2023

			<u>Qty/Price</u>	<u>Amount</u>
1/10/2023	IDLC	One legal's fee for filing of: Proof of service, Plaintiff's supplemental brief in support of motion for preliminary approval of class action settlement Order #: [REDACTED]	1 19.30	19.30
1/24/2023	IDLC	One legal's fee for filing of: Second supplemental declaration of MKM in support of plaintiff's supplemental brief Order # [REDACTED]	1 20.80	20.80
2/3/2023	IDLC	One legal's Filing fee for: Notice of court order Order #: [REDACTED]	1 20.80	20.80
Total charges				\$9,313.81

EXHIBIT 4

Haines Law Group, APC

Billing Summary

Santiago Gutierrez, et al. v. M.M.C.L., Inc. dba California Landcare

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.	FWS 15.7 hrs. @\$725/hr. = \$11,382.50 MKM 6.0 hrs. @\$575/hr. = \$3,450.00 JR 2.3 hrs. @\$175/hr. = \$402.50	\$15,235.00
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions.	FWS 3.5 hrs. @\$725/hr. = \$2,537.50 MKM 10.2 hrs. @\$575/hr. = \$5,865.00 JR 0.6 hrs. @\$175/hr. = \$105.00	\$8,507.50
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA.	FWS 2.2 hrs. @\$725/hr. = \$1,595.00 MKM 6.5 hrs. @\$575/hr. = \$3,737.50 JR 1.8 hrs. @\$175/hr. = \$315.00	\$5,647.50
Draft and file FAC; calls and e-mails w defense counsel re service of complaint; serve complaint and FAC via NAR.	FWS 0.9 hrs. @\$725/hr. = \$652.50 MKM 3.2 hrs. @\$575/hr. = \$1,840.00 JR 2.6 hrs. @\$175/hr. = \$455.00	\$2,947.50
Meeting and conferring with opposing counsel re case and preparing joint ISC statement; researching mediators and availability.	PKH 0.4 @\$750/hr. = \$300.00 FWS 2.2 @\$725/hr. = \$1,595.00 MKM 3.5 @\$575/hr. = \$2,012.50 JR 0.6 @\$175/hr. = \$105.00	\$4,012.50
Attend ISC and update team re same; update calendar.	MKM 1.5 @\$575/hr. = \$862.50 JR 0.2 @\$175/hr. = \$35.00	\$897.50
Meeting and conferring with opposing counsel regarding mediation; draft and send	PKH 1.0 @\$750/hr. = \$750.00 FWS 6.8 hrs. @\$725/hr. = \$4,930.00 MKM 9.1 hrs. @\$575/hr. = \$5,232.50	\$10,912.50

mediation requests to Defendant and meet and confer with opposing counsel regarding informal discovery requests.		
Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; draft mediation brief and prepare for mediation; legal research re same.	FWS 15.5 hrs. @\$725/hr. = \$11,237.50 MKM 36.2 hrs. @\$575/hr. = \$20,815.00 JR 2.2 hrs. @\$175/hr. = \$385.00	\$32,437.50
Review financial records produced for mediation purposes; research and consultations re same.	PKH 2.5 @\$750/hr. = \$1,875.00 FWS 6.2 @\$725/hr. = \$4,495.00 MKM 7.5 @\$575/hr. = \$4,312.50	\$10,682.50
Attend mediation with Todd Smith; draft MOU; calls w client.	FWS 9.5 hrs. @\$725/hr. = \$6,887.50 MKM 9.5 hrs. @\$575/hr. = \$5,462.50	\$12,350.00
Communications and meetings w client re: settlement.	FWS 7.0 @\$725/hr. = \$5,075.00 MKM 8.5 @\$575/hr. = \$4,887.50	\$9,962.50
Draft joint status report and confer with opposing counsel re same.	MKM 2.3 @\$575/hr. = \$1,322.50	\$1,322.50
Negotiate and draft long-form settlement agreement and notice packet; phone calls with opposing counsel re the same; communications w client re same; obtain and review administration bids.	FWS 8.8 hrs. @\$725/hr. = \$6,380.00 MKM 15.3 hrs. @\$575/hr. = \$8,797.50	\$15,177.50
Draft preliminary approval motion and supporting	PKH 0.5 @\$750/hr. = \$375.00 FWS 3.6 hrs. @\$725/hr. = \$2,610.00	

documents, including legal research.	MKM 24.0 hrs. @\$575/hr. = \$13,800.00 SJP 6.0 @\$475/hr. = \$2,850.00 JR 3.3 hrs. @\$175/hr. = \$577.50	\$20,212.50
Draft supplemental briefing ISO preliminary approval and supporting documents; meet and confer with opposing counsel re same; communications with client re same.	FWS 1.3 hrs. @\$725/hr. = \$942.50 MKM 7.7 hrs. @\$575/hr. = \$4,427.50 SJP 5.5 @\$475/hr. = \$2,612.50 JR 0.9 hrs. @\$175/hr. = \$157.50	\$8,140.00
Communications with settlement administrator; review weekly reports; oversee notice process; field telephone calls from class members regarding settlement.	FWS 1.2hrs. @\$725/hr. = \$870.00 MKM 8.6 hrs. @\$575/hr. = \$4,945.00 JR 0.4 hrs. @\$175/hr. = \$70.00	\$5,885.00
Draft final approval motion and supporting documents.	PKH 0.8 @\$750/hr. = \$600.00 FWS 3.7 hrs. @\$725/hr. = \$2,682.50 MKM 6.5 @\$575/hr. = \$3,737.50 SJP 26.6 hrs. @\$475/hr. = \$12,635.00 JR 1.5 hrs. @\$175/hr. = \$262.50	\$19,917.50
Misc. internal meetings regarding case strategy and case status.	PKH 2.2 @\$750/hr. = \$1,650.00 FWS 4.5 @\$725/hr. = \$3,262.50 MKM 4.5 @\$575/hr. = \$2,587.50 SJP 3.3 @\$475/hr. = \$1,567.50	\$9,067.50
Misc. telephone conversations with Plaintiff and putative class members regarding case updates, settlement, and filing of approval motions.	FWS 2.2 hrs. @\$725/hr. = \$1,595.00 MKM 3.2 hrs. @\$575/hr. = \$1,840.00 JR 0.7 hrs. @\$175/hr. = \$122.50	\$3,557.50
Misc. telephone conversations with opposing counsel regarding case.	MKM 2.7 hrs. @\$575/hr. = \$1,552.50	\$1,552.50
TOTAL:		\$198,425.00

EXHIBIT 5

Laffey Matrix

- History
- Case Law
- See the Matrix
- Contact us
- Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ½Years Out of Law School½ is calculated from June 1 of each year, when most law students graduate. ½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ½1-3" from June 1, 1996 until May 31, 1999, would move into tier ½4-7" on June 1, 1999, and tier ½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.