Rodolfo Ruiz-Velasco, Esq. (SBN 265364)
RUIZ-VELASCO LAW
600 W. Broadway Suite 700
San Diego, CA 92101
(619) 800-5293
ruizvelascolaw@gmail.com

Attorneys for Plaintiff JOSE DE JESUS NOVELLA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

JOSE DE JESUS NOVELLA, an individual, Plaintiff, v. ALBO LANDSCAPE DEVELOPMENT, INC.; MICHAEL ALBO, an individual; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: 25CU018969C **JOINT EX PARTE NOTICE AND APPLICATION FOR APPROVAL OF SETTLEMENT OF PLAINTIFF'S PRIVATE ATTORNEYS GENERAL ACT ("PAGA") CLAIM; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF RODOLFO RUIZ-VELASCO** I/C: Hon. Gregory W. Pollack Dept.: C-71 Date: May 12, 2026 Time: 8:45 a.m. Date of First Paper: April 11, 2025 Trial Date: None yet set [IMAGED FILE]

PLEASE TAKE NOTICE that on May 12, 2026 at 8:45 a.m., or as soon thereafter as this matter may be heard in Department C-71 of the above-entitled Court, located at 330 West

Broadway, San Diego, California, Plaintiff Jose de Jesus Novella ("Plaintiff") and Defendants Albo Landscape Development, Inc. and Michael Albo (both collectively, "Defendants") (all collectively, the "Parties") will and hereby apply jointly, *ex parte,* for approval of settlement of Plaintiff's Private Attorneys General Act of 2004 ("PAGA") claim.

The Parties bring this request on an *ex parte* basis so that the settlement funds can more quickly be distributed and to reduce the attorneys' fees and costs that could otherwise be consumed in further proceedings in this case. If this Application is granted, the Parties can dismiss this case in its entirety.

This *ex parte* application is based on this Application, the attached memorandum of points and authorities, the declaration of Rodolfo Ruiz-Velasco and Joint Stipulation between the Parties attached as an exhibit, the complete files and records in this action, and any other matters that may be presented to the Court.

Dated: May 7, 2026

Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiff,
Jose de Jesus Novella

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION & FACTUAL BACKGROUND

The Parties respectfully request this Honorable Court to approve the Private Attorneys General Act (PAGA) Settlement as set forth in the proposed order filed concurrently with this Application pursuant to Labor Code § 2699(s)(2). For the reasons explained below, the PAGA Settlement is fair and reasonable.

The above referenced employment law case has been settled in full between Plaintiff and Defendants, pending final approval of the Court as it pertains to the eighth cause of action for PAGA civil penalties, which was settled pursuant to the Joint Stipulation of Settlement of PAGA Representative Action ("Agreement") (A true and correct copy of the Agreement is attached to the Decl. of Ruiz-Velasco, filed concurrently herewith, as Exhibit A). The Parties agree as to the amount and the method of distribution of the PAGA penalties. Based upon the factors set forth below, the amount of the PAGA penalties is reasonable because (1) Defendants dispute the violations, (2) Defendants have cooperated with Plaintiff's investigation in providing the necessary records, (3) Defendant's financial situation, and (4) the parties have decided to compromise on the claims to save on fees and costs that would significantly increase upon further litigation.

Plaintiff was employed with Defendants in September of 2020, first as a landscaper, construction, and maintenance laborer. Defendants terminated Plaintiff's employment on October 11, 2024. Defendants specialize in custom residential landscape construction and maintenance in Southern California and is based in Encinitas. Defendants work with homeowner associations, general contractors, landscape architects, homeowners, and developers. Defendants' services include hardscape installations, softscapes (planting), irrigation, drainage, woodwork, lighting, skilled tree pruning and weekly landscape maintenance. Defendant Michael Albo is the sole officer, owner, director, and managing agent of the corporate entity.

Plaintiff filed this action for damages making individual wage and hour, wrongful termination, and retaliation claims. Plaintiff, as a representative for the State of California, also claims for civil penalties pursuant to PAGA on behalf of the State of California and all current and former aggrieved employees of Defendants. The PAGA damage period is as follows: January 21, 2024 through the date of the Court's order granting approval.

Plaintiff alleges multiple wage and hour Labor Code violations such as nonpayment of minimum wages, overtime wages, meal and rest period premiums, inaccurate wage statements, waiting time penalties, and failure to reimburse business expenditures. Plaintiff also alleges that Defendants terminated his employment in retaliation for reporting a work injury, filing a workers' compensation claim, and due to his resulting disability and request for disability accommodation. Defendants deny all allegations.

This case represents the pinnacle of the goals of litigation: contentious arms'-length negotiations, production of records, service of written discovery sets and deposition notices, a full-day mediation with experienced mediator Michael Strauss from Judicate West, plus multiple follow-up settlement communications between the Parties, which revealed the strengths and weaknesses of each side's case, leading to early resolution of the dispute. In this fashion, the parties avoid incurring additional attorneys' fees and costs to reach a reasonable settlement at the earliest opportunity.

The details of the PAGA claim settlement are a gross settlement sum of $95,000, allocated as follows: $51,736.01 in PAGA civil penalties, plus $5,000 to Mr. Novella as an enhancement payment for serving as the PAGA representative, $4,000 in settlement administration costs of administering the PAGA payments to aggrieved employees, 1/3 of the gross settlement amount or $31,666.67 allotted to attorneys' fees for litigating the PAGA representative claims, $7,597.32 to litigation costs. This results in a net gain of $51,736.01 for the State of California and the aggrieved employees.

Accordingly, the Parties respectfully request that this Court approve the PAGA settlement as set forth in the proposed order filed concurrently herewith.

II. PROCEDURAL HISTORY

On January 21, 2025, Plaintiff notified the Labor and Workforce Development Agency ("LWDA") regarding his Labor Code claims pursuant to PAGA and filed and served his PAGA Action (LWDA Case No. LWDA-CM-1074738-25 (the "PAGA Action" or "PAGA Claim").

Plaintiff thereafter filed his complaint on April 11, 2024 with his individual claims and the PAGA Action.

The Parties made productive potential early resolution discussions after service of written discovery sets and deposition notices, and after exchanging records, including Defendants producing documents for the Plaintiff and the other aggrieved employees and an early mediation. The Parties attended a full-day mediation with experienced mediator Michael Strauss from Judicate West, where it was not resolved but the Parties made some significant advances in negotiations and in exchange of information. The Parties thereafter stipulated to amend the complaint.

After several post mediation calls and communications, and after careful consideration of the information and documents produced, the Parties agreed to a settlement of the case in full.

III. SUMMARY OF SETTLEMENT

A. The Aggrieved Employees

The Aggrieved Employees consist of all persons employed by Defendants as non-exempt employees in California at any time from January 21, 2024 through the Court's order granting approval (the "Settlement Period"). Agreement ¶¶ 3, 11. The Aggrieved Employees collectively worked approximately 3,177 pay periods during the Settlement Period so far. Agreement ¶ 27.

B. Settlement Terms

Under the Settlement, the claims of all Aggrieved Employees shall be settled for a Settlement Amount of Ninety Five Thousand Dollars ($95,000.00), which shall be inclusive of the PAGA civil penalties, all Settlement Administration Costs, the Named Plaintiff's Incentive Award as the PAGA representative, and Plaintiff's fees and costs. Agreement ¶¶ 26, 28-31. The Settlement Amount shall be allocated and distributed by the Settlement Administrator as follows:

Gross Settlement Amount:	**$95,000**
Settlement Administrator Costs (minus)	$4,000
Named Plaintiff's Incentive Award (minus)	$5,000
Plaintiff's Attorney's Fees (minus)	$31,666.67
Plaintiff's Costs (minus)	$7,597.32
Net Settlement Amount	$51,736.01
Distribution to LWDA (65% of Net Settlement Amount)	$33,628.40
Distribution to Aggrieved Employees (35% of Net Settlement Amount)	$18,107.60

Agreement ¶¶ 26, 28-31.

C. Escalator Clause

In the event that the actual number of pay periods during the PAGA Settlement Period increases 10% beyond the 3,177 pay periods, Defendants shall have the option of increasing the Gross Settlement Amount by the percentage increase in the Gross Settlement Amount by the percentage increase in the number of pay periods worked by aggrieved employees above 10% or rolling back the end of the PAGA Release Period to the date in the 10% increase is met. Agreement ¶ 27.

D. Administration of the Gross Settlement Amount

The Settlement Administrator will calculate each Individual Settlement Payment pursuant to the following formula: Defendants shall provide the Settlement Administrator with the Pay Periods for each Aggrieved Employee. The Settlement Administrator shall then divide the portion of the Net Settlement Amount allocated to the Aggrieved Employees by the total number of Pay Periods for all Aggrieved Employees resulting in a value for each pay period worked by the Aggrieved Employees during the Settlement Period ("Pay Period Value"). The Settlement Administrator shall then multiply the number of Pay Periods for each Aggrieved Employee by the Pay Period Value. Agreement ¶ 34, 35.

Individual Settlement Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. Agreement ¶ 35. The Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the Individual Settlement Payment. *Id.*

Within 30 days from the Effective Date, Defendants will furnish the settlement funds to the Settlement Administrator per the terms of the Agreement. If any Settlement checks are returned, the Settlement Administrator will use reasonable efforts to locate the Aggrieved Employee and re-mail the Settlement Payment to the applicable Aggrieved Employee. *Id*.

No funds will revert to the Gross Settlement Amount. Remaining funds from any uncashed settlement checks after 180-day expiration period, shall be payable to the California State Controller's Office -Unclaimed Property Fund, to be held in the name of the Aggrieved Employee. *Id*.

E. Scope of the Release

The release contained in the Agreement is as follows:

> 33. Release by PAGA Settlement Members and the LWDA. As of the date that Defendants fully fund the Gross Settlement Amount, for and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiff, as agent and proxy of the State of California (including the LWDA), the PAGA Settlement Members, and the State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the State of California in bringing PAGA claims) are deemed to release against the Released Parties claims for civil penalties, interest, fees or costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically claims for penalties under PAGA based on predicate violations of Labor Code §§ 200, 201-204, 221, 223, 226, 226.3, 226.7, 245, 351, 353, 432, 510, 512, 558, 558.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1174, and 2802 under the applicable Wage Orders (the "PAGA Released Claims").

Agreement ¶ 33.

F. Plaintiff's Counsel's Requested Fees/Costs are Reasonable

An award of reasonable attorney's fees and costs to a prevailing plaintiff in a PAGA action is authorized by statute. Labor Code § 2699(k)(1); Code of Civil Procedure § 1021.5. Plaintiff's request here is unopposed and expressly permitted per the Agreement ¶ 28.

Here, Plaintiff's Counsel seeks, and Defendants do not oppose, an award of $31,666.67 in fees and $7,597.32 in costs. The fees requested by Plaintiff's Counsel is one third of the settlement and is below Plaintiff's Counsel's actual lodestar. *Ketchum v. Moses,* 24 Cal. 4th 1122, 49 (2001) (lodestar approach to fees is a reasonable method in assessing the reasonableness of fees); *see also Laffitte v. Robert Half International Inc.*, 1 Cal. 5th 480 (2016).

The requested fees and costs are fair compensation for undertaking complex risky, expensive, and time-consuming litigation solely on a contingency basis. This is especially true because the case law, supra, supports the recovery of the requested fee amount. This amount is below Plaintiff's Counsel's actual lodestar and is reasonable considering the PAGA action that Plaintiff's Counsel single-handedly prosecuted given the defense that Defendants exhibited throughout this litigation. Ruiz-Velasco Decl. ¶¶ 4, 11.

Plaintiff's Counsel's time worked is supported by his declaration and is summarized as follows:

Name of Attorney	Year of Bar Admission.	Rate	Hours	Lodestar
Rodolfo Ruiz-Velasco	2009	$650	78.3	$50,895

Ruiz-Velasco Decl. ¶ 11.

Plaintiff's Counsel has proudly served the public as an attorney for over 16 years. *Id.* Plaintiff's Counsel's requested fees are well below noted sources, such as the 2026 Laffey Matrix which imputes an hourly rate of $1,019 per hour for someone of Plaintiff's counsel's experience (*Id.*, Exhibit B). Many courts have previously approved Mr. Ruiz-Velasco's hourly rate.

The Agreement also permits Plaintiff's Counsel to recover actual costs. Agreement ¶ 28. Plaintiff's Counsel incurred no less than $7,597.32 in actual costs. *Id.*, Ruiz-Velasco Decl. ¶ 12.

G. <u>The Named Plaintiff's Incentive Award is Reasonable</u>

As mentioned in the Agreement, the named Plaintiff will receive $5,000 as an incentive award for his service and courage in filing this case. Agreement ¶ 29. This is reasonable consideration for bravely stepping forward as a PAGA representative. Ruiz-Velasco Decl., ¶? No doubt, the named Plaintiff here has invested time in this litigation and has taken risk by filing this case. Because his name is forever in the public record, doing so may impact his future employment. *See Covillo v. Specialty's Café*, 2014 U.S. Dist. LEXIS 29837, at *29 (N.D. Cal. 2014) (incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer).

IV. <u>THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT</u>

A. <u>Standard of Review</u>

Pursuant to Labor Code Section 2699(s)(2): "The superior court shall review and approve any settlement of any civil action filed pursuant to this part." Courts generally focus on whether the PAGA settlement is fair and reasonable and consistent with the underlying remedial purpose of the PAGA. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 75 (2021).

B. <u>The Court Has Wide Discretion in Awarding PAGA Penalties</u>

Pursuant to Labor Code Section 2699(e)(2) the Court has discretion as it pertains to the amount of the penalty and "may award a lesser amount than the maximum civil penalty amount specified by this part, including the penalty amounts in subdivisions (g) and (h), or may, notwithstanding the limitations set forth in subdivisions (g) and (h) exceed the limitations set forth in those subdivisions, if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

C. <u>The Proposed PAGA Settlement is Reasonable and Fulfills PAGA's Purpose</u>

"[The] Legislature's purpose in enacting the PAGA was to augment the limited enforcement capability of the Agency by empowering employees to enforce the Labor Code as representatives of the Agency." *Iskanian,* supra, 59 Cal.4th at 383. A PAGA representative action "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc.* (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1076. When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *Kim v. Reins Int'l California, Inc*. (2020) 9 Cal.5th 73, 87 (PAGA claims have no individual component); *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 188 (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs., USA, Inc*. (2018) 23 Cal.App.5th 745, 760. Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum compliance with state labor laws." Id. at 756.

Here, the Settlement is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. Plaintiff alleges that Defendants failed to provide Plaintiff and other Aggrieved Employees with lawful meal and rest periods, failed to pay minimum and overtime wages, failed to timely pay wages during employment, failed to pay all wages due upon separation, failed to maintain required records, failed to furnish accurate itemized wage statements, and failed to indemnify employees for necessary expenditures incurred from the discharge of their duties. Defendants deny all violations.

All of Plaintiff's individual causes of action along with the PAGA cause of action were resolved in a confidential settlement fully executed on or about February 10, 2026. Plaintiff does not object to the $95,000 total amount allocated to the PAGA Action because (1) the Defendants dispute all of the claimed violations, (2) the Defendants have cooperated with Plaintiff's investigation, (3) given Defendants' financial condition, and (4) the Parties have decided to compromise to save on attorneys' fees and costs because further litigating this case would significantly increase fees and costs for the Parties making settlement less likely.

Plaintiff's PAGA claim filing thus enforced the law and the Settlement of $95,000.00 penalizes Defendants for the alleged violations of California's labor laws in an amount that is significant enough to deter violations and provide genuine and meaningful relief—with part of the settlement funds going to the State and to the Aggrieved Employees—thus fulfilling the underlying purpose of PAGA to enforce the law and benefit the public.

D. <u>The Settlement Is Reasonable Given the Risks of Further Litigation</u>

In assessing whether the amount in civil penalties is genuine and meaningful, the Court may balance the amount in penalties with the risks of further litigation. Here, Plaintiff obtained a meaningful amount in civil penalties despite facing significant challenges had the litigation continued. Plaintiff has calculated the maximum potential penalties to be approximately $317,700.00 (3,177 pay periods x $100 per pay period), which is the maximum potential recovery in the event Plaintiff is able to establish liability at trial on all claims and the Court does not exercise its discretion to reduce the amount of PAGA penalties. Further, many of the assumptions of the maximum potential recovery rest on unresolved legal and factual issues and therefore the actual value of the case is less than the maximum exposure.

Additionally, while Plaintiff and Plaintiff's Counsel are confident in the merits of the Action, a legitimate controversy exists as to each alleged underlying Labor Code violation. Ruiz-Velasco Decl. ¶ 8. For example, Plaintiff contends that, due to the nature of the Aggrieved Employees' work and Defendants' practices, Aggrieved Employees did not regularly receive timely, uninterrupted meal and rest periods and were required to perform work before getting to the work site and after leaving the work site but did not receive any pay for that, thus causing meal and rest period and minimum/overtime wage violations. *Id*. Plaintiff also contends that Defendants failed to reimburse Plaintiff and other Aggrieved Employees for use of their personal cell phones and personal vehicle expenses incurred in the course of their job duties. *Id*. On the other hand, Defendants contend that Aggrieved Employees were provided lawful meal and rest periods and that they properly paid employees for all time worked. *Id*. Defendants also contend that they maintained lawful meal and rest break, minimum wage, overtime, and reimbursement policies. *Id.*

Plaintiff also considered the fact that continued litigation would be expensive and time-consuming involving a trial and likely appeals, all with uncertain results, and it would substantially delay any recovery on behalf of the State and Aggrieved Employees. *Id.* at ¶ 8.

Accordingly, the Settlement properly accounts for Defendants' potential defenses to Plaintiff's claims and the fact that the Court could reduce the amount of PAGA penalties even if Plaintiff was successful on each of his claims.

V. CONCLUSION

Based upon the totality of the facts and circumstances, Plaintiff respectfully requests to the Court that the PAGA Claim settlement of $95,000, with allocations of $51,736.01 towards PAGA civil penalties, plus settlement administrator fees of $4,000, plus $5,000 enhancement award to Plaintiff for serving as the PAGA representative, plus $31,666.67 in attorney's fees for recovering the PAGA settlement amount, plus $7,597.32 for litigation costs, be judicially approved pursuant to Labor Code section 2699 and be imposed on Defendants.

Dated: May 7, 2026

Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiff,
Jose de Jesus Novella

DECLARATION OF RODOLFO RUIZ-VELASCO IN SUPPORT

I, Rodolfo Ruiz-Velasco, declare as follows:

1. I am an attorney licensed to practice law in the state of California and am the attorney of record for Plaintiff Jose de Jesus Novella ("Plaintiff") in the above referenced action.

2. On or about January 21, 2025, on behalf of Plaintiff, I sent Defendants Albo Landscape Development, Inc. and Michael Albo (collectively, "Defendants") via certified mail a written notice of Plaintiff's intent to bring a claim for PAGA civil penalties, and filed it with the California Labor Workforce Development Agency ("LWDA") via online submission through their website (A true and correct copy of the written notice for the PAGA claim is attached to the First Amended Complaint in this action, see ROA Docket No. 25, Exhibit 1). The LWDA provided Case No. LWDA-CM-1074738-25 for the PAGA Action. The LWDA did not respond within the requisite 65 days. On or about April 11, 2025, Plaintiff filed his Complaint in this case, alleging individual claims for (1) failure to pay wages, (2) failure to timely furnish accurate itemized wage statements in violation of Labor Code section 226(a), (3) unfair business practices, (4) waiting time penalties per Labor Code section 203, (5) meal and rest period violations, (6) failure to reimburse, (7) failure to timely produce copy of employee file and records, (9) wrongful termination and retaliation in violation of LC Sections 98.6, 1102.5, (10) wrongful termination in violation of public policy, along with the representative eighth (8th) cause of action for PAGA civil penalties pursuant to Labor Code section 2698, et seq. On February 23, 2026, Plaintiff filed a First Amended Complaint adding a cause of action for wrongful termination, retaliation and disability discrimination pursuant to FEHA. Defendants dispute the claims and violations.

/./

3. I have served a copy of this Application and the Agreement on the LWDA via online submission on their website.

4. Plaintiff served written discovery and deposition notices, the Parties exchanged hundreds of pages of records regarding Plaintiff and the other aggrieved employees, interviewed multiple aggrieved employees, and calculated damages based on the records produced and testimony available. The investigation showed that Defendants made efforts to correct violations shortly after receiving the PAGA notice. Thereafter, the Parties attended a full-day mediation with mediator Michael Strauss from Judicate West. After the mediation and after exchanging several pre and post mediation settlement communications, and after careful consideration of the information produced, the Parties agreed to a settlement of the case in full, including the individual claims and the PAGA claim.

5. On or about May 6, 2026, the Parties fully executed the PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A. On May 7, 2026 I submitted a copy of the Agreement to the LWDA via online submission. Upon Court approval of the PAGA claim settlement, Plaintiff will request to dismiss this case in its entirety.

6. $95,000 has been agreed to settle the PAGA claim, where this gross amount is allocated as follows:

$51,736.01 in PAGA civil penalties, plus $5,000 to Mr. Novella as an enhancement payment for serving as the PAGA representative, $4,000 in settlement administration costs, 1/3 of the gross settlement amount or $31,666.67 allotted to attorneys' fees for litigating the PAGA representative claims, and $7,597.32 to litigation costs. This results in a net gain of $51,736.01 for the State of California and the aggrieved employees, where $33,628.40 or sixty-five percent

(65%) will be paid to the LWDA and $18,107.60 or thirty-five percent (35%) will be paid to the aggrieved employees. Agreement ¶¶ 26, 28-31.

7. The maximum potential penalties are approximately $317,700 calculated as 3,177 maximum pay periods worked by the aggrieved employees during the PAGA time period of January 21, 2025 to March 16, 2026 x $100 per pay period civil penalty.

8. Defendants deny all violations and deny that any violations occurred in the first place and have witnesses who will testify at trial denying the violations, including the failure to pay wages, failure to relieve of duties during meal and rest periods, and failure to reimburse, and will testify that they have maintained lawful meal and rest period, minimum wage, overtime, and reimbursement policies. Therefore, Plaintiff would have risks at trial if the jury would believe Defendants' witnesses as opposed to Plaintiff's, and the Parties would also need to spend considerable time and expenses in trying this case, with likely appeals, all with uncertain results.

9. I have been practicing law since December of 2009, for over 16 years. I am a member of California Employment Lawyers Association ("CELA"), and was an Associate member of the William B. Enright Inn of Court from 2011 to 2015. I have written an article in the Trial Bar News publication related to wage and hour litigation, and was a featured speaker at CELA's 2016 Advanced Wage and Hour Litigation Seminar on the topic of PAGA Trials and Practice, and have been invited to speak at several other events with CELA regarding employment law matters. I have been selected as a Super Lawyer in Employment Law Litigation in San Diego County from 2024 to 2026, and was selected as a Superior Lawyer Rising Star in Employment Law Litigation in San Diego County from 2017-2022.

10. I have handled over 150 employment law matters such as this case to completion, either through settlement or trial. I have tried three wage and hour matters to completion in this

Court, two of which were PAGA representative action cases, and succeeded in all three. I have been successful in an appeal on a PAGA case with our Fourth District Court of Appeals in a published opinion in *Atempa v. Pedrazzani,* 27 Cal. App. 5th 809 (2018). After another PAGA representative action trial that I handled, Department 64 (Hon. John S. Meyer) awarded my office a 2.0 multiplier on my lodestar fees in Case No. 37-2015-00030224-CU-OE-CTL.

11. My current lodestar hourly rate is $650.00 per hour, a rate that has been awarded to me by multiple Departments from this Court since 2025. I have spent at least 78.3 hours of work on this case, with intake, legal and case background research, drafting the PAGA notice and Complaint, drafting five written discovery sets and two deposition notices, reviewing hundreds of pages of records of the Plaintiff and the PAGA employees, interviewing multiple witnesses and aggrieved employees, calculating damages using hundreds of records, preparing for and attending a full-day mediation with mediator Michael Strauss from Judicate West, drafting and filing stipulations and an amended Complaint with the Court, continuing with post-mediation settlement communications, drafting and negotiating the settlement agreement and drafting this Application. Plaintiff's reasonable attorney's fees so far in this matter total at least $50,895, calculated as $650.00 per hour times 78.3 hours which is well more than the requested amount of $31,666.67 (1/3 of the gross settlement amount of $95,000). The rate of $650 per hour is reasonable and considerably lower than the typical rate for an attorney with my experience in this practice area, particularly when looking at respected source Laffey Matrix for 2026 which recommends a rate of $1,019 per hour an attorney of my experience. A true and correct copy of the Laffey Matrix for 2026 is attached hereto as Exhibit B.

/././

/././

12. My office incurred at least $7,597.32 in litigation costs, including the LWDA PAGA notice filing fee, the Complaint filing fee, other court filing fees and electronic filing fees, service of process and messenger fees, and the mediation fee.

I declare under penalty of perjury under the laws of the state of California that foregoing is true and correct and based upon my personal knowledge.

Dated: May 7, 2026

Rodolfo Ruiz-Velasco, Esq.
Attorney for Plaintiff Jose de Jesus Novella

EXHIBIT A

Rodolfo Ruiz-Velasco (SBN 265364)
rudy@rrv-law.com
RUIZ VELASCO LAW FIRM
600 W, Broadway, Suite 700
San Diego, California 92101
tel: (619) 800-5293
fax: (619) 399-7047

Attorneys for Plaintiff JOSE DE JESUS NOVELLA

Dina Glucksman (SBN 245646)
dglucksman@grsm.com
Leslie Joyner (SBN 262705)
ljoyner@grsm.com
Jiaying Chen (SBN 350442)
neochen@grsm.com
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

Attorneys for Defendants
ALBO LANDSCAPE DEVELOPMENT, INC. and
MICHAEL ALBO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE DE JESUS NOVELLA, an individual,

Plaintiff,

v.

ALBO LANDSCAPE DEVELOPMENT, INC.; MICHAEL ALBO, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CU018969C

[Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71]

JOINT STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Case Filed: April 11, 2025
Trial Date: None Set

STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

This Stipulation of Settlement and Release of PAGA Representative Action ("Agreement" or "Settlement Agreement" or "Stipulation") is made and entered into by and between Jose De Jesus Novella ("Plaintiff"), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Albo Landscape Development, Inc., and Michael Albo ("Defendants") (with Plaintiff, the "Parties").

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the sole purpose of attempting to consummate settlement of the PAGA Representative Action found in the Eighth Cause of Action from the lawsuit entitled *Novella v. Albo Landscape Development Inc., et al.*, San Diego Superior Court Case No. 25CU018969C, on the following terms and conditions:

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 15 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, PAGA Settlement Members' names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; and Defendant's best estimate of the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.

2. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval of the Settlement.

3. “Eligible Pay Period” means any pay period from January 21, 2024, through the Court’s order granting approval (“the Approval Order”).

4. “Funding Date” means the date or dates on which the settlement payment is due, which shall be made in two installments: the first installment of $47,500.00 is due 90 days after execution of this Agreement, and the second installment of $47,500.00 is due 90 days thereafter or 30 days following the Effective Date, whichever is later.

5. “Lawsuit” means *Novella v. Albo Landscape Development Inc., et al.*, San Diego Superior Court Case No. 25CU018969C.

6. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

7. “Named Plaintiff” means Jose De Jesus Novella.

8. “PAGA Release Period” means January 21, 2024 through May 25, 2026.

9. “PAGA Released Claims” shall mean the *limited* release being given by the State of California and PAGA Release Members for those claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, which are claims under PAGA for civil penalties arising under Labor Code §§ 200, 201-204, 221, 223, 226, 226.3, 226.7, 245, 351, 353, 432, 510, 512, 558, 558.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1174, and 2802, and the applicable Wage Orders.

10. “PAGA Settlement” or “Settlement” means the settlement of the claims for civil penalties under PAGA as memorialized in this Agreement.

11. “PAGA Settlement Members” shall mean all non-exempt employees of Defendants who worked at least one shift in California from January 21, 2024, through May 25, 2026. Defendants represent that there are approximately 118 PAGA Settlement Members as of March 16, 2026.

12. “Plaintiff’s Counsel” means Rodolfo Ruiz-Velasco of Ruiz-Velasco law Firm.

13. “Released Parties” shall mean Defendants Albo Landscape Development, Inc., and Michael Albo, and their past, present and future subsidiaries, parents, affiliated and related companies, joint venturers, corporate members, divisions, successors, predecessors or assigns; and each of

their respective past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors, assigns, managers, agents, insurers and legal representatives.

14. "Settlement Administrator" means Phoenix Settlement Administrators.

15. "Notice" means the Notice of PAGA Payment, substantially in the form attached as **Exhibit A**.

16. "Order and Judgment" means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B.**

RECITALS

17. On January 21, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). On April 11, 2025, Plaintiff filed a Complaint alleging violations of California law for: (1) failure to pay wages; (2) failure to provide accurate itemized wage statements; (3) unfair business practices; (4) failure to timely pay final wages at termination; (5) meal period and rest period violations; (6) failure to indemnify necessary business expenses; (7) failure to provide a copy of personnel records and failure to maintain required payroll records; (8) civil penalties pursuant to PAGA; (9) retaliation in violation of 98.6, 1102.5 and 132a and (10) wrongful termination. A First Amended Complaint was subsequently filed alleging an eleventh causes of action for violations of FEHA.

18. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Released Claims, and deny that they or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

19. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

20. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties

expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendants or of representative manageability. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

21. Because this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after the Approval Order is made.

22. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

23. On December 9, 2025, the Parties participated in a mediation with Michael Struass Esq. (the "Mediator") from Judicate West, a well-respected mediator in the field of employment law and wage-and-hour class and PAGA actions. While the Parties were unable to reach a settlement on that date, productive negotiations continued following the mediation session, ultimately resulting in an agreement on the principal terms of a PAGA settlement. Those terms have since been memorialized and expanded upon in this Stipulation.

24. The settlement discussions before, during, and after mediation were conducted at arm's length and the settlement of the Action is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

25. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant investigation during the prosecution of the Action. This investigation included, among other things, (a) numerous telephonic calls and written communications with Plaintiff; (b) inspection and analysis of payroll and timekeeping documents for the Aggrieved Employees, and other information produced by Defendants, including all relevant policy documents, Plaintiff's complete personnel file, wage statements and time records; (c) research of the applicable law with respect to the claims asserted in the Action and the potential defenses thereto; (d) investigation into the viability of representative treatment of the claims asserted in the Action; (e) analysis of the legal positions taken by Defendants,

including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f); assembling and analyzing of data for calculating damages; and (g) preparing an analysis of Defendant's exposure for civil penalties.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

26. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the sum of $95,000 ("Gross Settlement Amount") in full and final settlement of the PAGA Released Claims on or before the Funding Date. The Gross Settlement Amount is non-reversionary.

27. Escalator Clause. Defendant represents that there are 3,177 pay periods worked by 118 Aggrieved Employees from the beginning of the PAGA Release Period through March 16, 2026. Should the actual number of pay periods during the PAGA Release Period increase 10% beyond 3,177 pay periods (i.e. 3,495 pay periods), Defendants shall have the option of (1) increasing the Gross Settlement Amount by the percentage increase in the number of pay periods worked by the aggrieved employees above 10% (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the end of the PAGA Release Period to the date in the 10% increase is met).

28. Attorney's Fees and Costs. Subject to Court approval, Defendants and their counsel will not oppose Plaintiff's Counsel's request for fees of one-third (1/3) of the Gross Settlement Amount, and for costs not to exceed $7,597.32, to be paid out of the GSA. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

29. Named Plaintiff's Incentive Award. In recognition of his efforts and work in prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA Representative Enhancement Payment of up to a total of $5,000 to the Named Plaintiff, Jose De Jesus Novella, subject to

the Court's approval. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the payment to which he is entitled as PAGA Settlement Member. The Named Plaintiff agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542, against Defendants in exchange for his Enhancement Payment, which this Stipulation includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named Plaintiff, and the Named Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court reduce the Named Plaintiff Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to PAGA Settlement Members. In the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

30. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is capped at no more than $4,000. Any unused amounts will revert to the Net Settlement Amount.

31. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross Settlement Amount *minus* Settlement Administration Costs, Plaintiff's Counsel's Fees and Costs, and the PAGA Representative Enhancement Payment. The remaining amount shall be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA civil penalties as follows: (i) 65% of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement Amount shall be distributed to the PAGA Settlement Members, as set forth in the version of Labor Code section 2699(i) effective as of the date of filing of the Lawsuit.

32. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in any way be construed as an admission by Defendants and/or any of the Released Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employees. Defendants specifically disclaim any liability to, or wrongful acts against Plaintiff, on the part of itself, and/or any

respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents. Defendants deny that there is any factual evidence or legal basis to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on his own behalf.

33. Release by PAGA Settlement Members and the LWDA. As of the date that Defendants fully fund the Gross Settlement Amount, for and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiff, as agent and proxy of the State of California (including the LWDA), the PAGA Settlement Members, and the State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the State of California in bringing PAGA claims) are deemed to release against the Released Parties claims for civil penalties, interest, fees or costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically claims for penalties under PAGA based on predicate violations of Labor Code §§ 200, 201-204, 221, 223, 226, 226.3, 226.7, 245, 351, 353, 432, 510, 512, 558, 558.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1174, and 2802 under the applicable Wage Orders (the "PAGA Released Claims").

34. PAGA Settlement Administrator and Distribution Method. The PAGA Settlement Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with this Agreement.

35. The Parties agree that the Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and Treas. Reg.§1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and

functions as described in this Agreement. The aforementioned fees, costs, and expenses shall be treated as and included in the costs of administering the QSF by the Settlement Administration.

a. The Net Settlement Amount shall be available for distribution to the PAGA Settlement Members and the LWDA consistent with Labor Code section 2699(i) and shall be allocated as follows: 65% to the LWDA ("LWDA Payment") and 35% to the PAGA Settlement Members ("PAGA Settlement Members Payment"). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). The Settlement Administrator will calculate each PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.

b. After 15 calendar days from the entry of a Court order approving the Settlement, Defendants will send to the Settlement Administrator the PAGA Settlement Member List. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiff's Counsel or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the Settlement, including to resolve any dispute over the amount of a PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.

c. By the Funding Date, Defendants shall wire the Gross Settlement Amount using the wiring instructions provided by the PAGA Settlement Administrator.

d. Within ten (10) days of the Funding Date, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff's service payment and attorneys' fees and costs to Plaintiff's counsel, and the Net Settlement Amount to the LWDA and PAGA Settlement Members.

e. Because the Individual PAGA Settlement Member Payments are in compromise and settlement of claims for civil penalties, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The service payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and will be reported as 1099 income. The PAGA Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the PAGA Settlement Member Payments, as well as all other payments made under the Agreement. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendants nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein. The Parties acknowledge neither Defendants' nor Plaintiff's counsel have provided any tax-related advice whatsoever.

f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payment will be accompanied by a Notice informing PAGA Settlement Member why they are receiving payment substantially in the form of **Exhibit A**.

g. No later than ten (10) days after the Funding Date, the Settlement Administrator will mail a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Settlement Member Payment to the individuals in the PAGA Data. For any mailings returned as undeliverable or notifying the Settlement Administrator that the PAGA Settlement Member is no longer at the address provided in the PAGA Settlement Member List, the PAGA

Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

h. PAGA Settlement Members shall have one-hundred and eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under this Agreement. Any checks not negotiated within the one-hundred and eighty (180) days will be voided and will not be reissued. Any funds from voided checks to PAGA Settlement Members will be sent by the Settlement Administrator to the State of California Unclaimed Property Fund through the State Controller's Office in the name of the PAGA Settlement Member within thirty (30) calendar days after the check-cashing deadline prescribed herein.

i. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing to be set by the Court.

36. <u>Plaintiff's Release and Obligations</u>. In exchange for Defendants' promise not to oppose or object to the service payment referenced above, and in addition to Plaintiff's release of the PAGA Released Claims, Plaintiff and his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns hereby irrevocably and unconditionally remises, releases, and forever discharges Defendants and the Released Parties from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Plaintiff may have, or have ever had, against the Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hire, benefits, employment, termination, or separation from employment with Defendant by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from

the beginning of time up to and including the date Plaintiff signs this Agreement including, without limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA") (regarding unvested benefits), the Family and Medical Leave Act ("FMLA") (regarding existing but not prospective claims), the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN Act"), the National Labor Relations act ("NLRA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Fair Employment and Housing Act ("FEHA"), the California Constitution, the California Family Rights Act ("CFRA"), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay, restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and costs either individually or as part of a class action, collective action, and/or representative action (collectively, "Plaintiff's Released Claims"), except as provided in the Confidential Settlement Agreement and Release entered into by the Parties regarding Plaintiff's individual claims.

Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted by law, the rights and benefits of California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges that he has read and understand Section 1542 and knowingly and voluntarily waive the rights and benefits afforded by that section with respect to the Claims released herein. Plaintiff agrees that this Agreement is entered into knowingly and voluntarily. Plaintiff represents and warrants that he has full authority to enter into this Agreement and that he has not assigned, transferred, or conveyed any interest in any Claims to any spouse or to any other third party.

37. Impact of Non-Approval by the Court. Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendants will not be required under any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph 29. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement. If the Court ultimately denies approval of the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

38. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this

Agreement and all orders and judgments entered in connection therewith. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

39. Judgment in this Action. Plaintiff's Counsel shall prepare, file, and serve an application or motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not oppose such an application or motion provided that it is consistent with the terms of this Agreement. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by this Agreement or by law.

40. Confidentiality. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with PAGA Settlement Members, (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to approval of the Settlement or for other PAGA or Class settlements. This provision also does not limit Plaintiff's Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement, provided that such posting does not expressly identify Defendants by name.

41. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing the terms of this Agreement which include barring claims that are released pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants and/or any of the Released Parties, including but not limited to, evidence of any violation of the Labor Code, presumption, concession, indication, or admission by any of the Released

Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendants and/or any of the Released Parties in any other civil, criminal, or administrative action or proceeding.

42. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from her or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

43. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

44. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, except that if the Court severs a provision that either of the Parties reasonably considers to be a material term of this Agreement, that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the Court severs the provision that it wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking to void the agreement shall be liable for any costs incurred by the Administrator through that date.

45. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

46. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to

this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

47. Waiver of right to appeal. Any Party may terminate this Settlement or appeal any Court order which is not in substantially the form submitted by the Parties, except as follows:(i) in the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or appeal any judgment or order on that basis.

48. Cooperation. All Parties will cooperate in good faith and apply their best efforts to implement this Settlement by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

49. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

50. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

51. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Rodolfo Ruiz-Velasco
rudy@rrv-law.com
ruizvelascolaw@gmail.com
RUIZ VELASCO LAW FIRM
600 W, Broadway, Suite 700
San Diego, California 92101
tel: (619) 800-5293

To Defendant:

Dina Glucksman
dglucksman@grsm.com
Leslie Joyner
ljoyner@grsm.com
Jiaying Chen
neochen@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 W. Fifth Street, 52^{nd} Floor
Los Angles, CA 90071
Tel: (213) 230-4268

Signatures on the following page.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

DATED: 04/28/26

By: [signature]
JOSE DE JESUS NOVELLA
Individually and on behalf of the PAGA Settlement Members and State of California

DATED: May 6, 2026

By: DocuSigned by: Michael Albo ADE588232D43449...
Name: Michael Albo
Title: Owner
On behalf of Defendant ALBO LANDSCAPE DEVELOPMENT, INC

DATED: May 6, 2026

By: DocuSigned by: Michael Albo ADE588232D43449...
MICHAEL ALBO
Defendant

EXHIBIT B

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 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿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 ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿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.