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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAVIER ANGEL ESQUIVEL, individually and on behalf of all others similarly situated, Plaintiff, vs. ARMSTRONG GARDEN CENTERS, INC; and DOES 1 through 20, inclusive, Defendants.	Case No. 22STCV26133 *Assigned for all purposes to Hon. Samantha Jessner Dept. 7* **DECLARATION OF KRISTY R. CONNOLLY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

I, Kristy R. Connolly, declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a Senior Associate with Aegis Law Firm, PC ("Aegis") and the attorney of record for Plaintiff Javier Angel Esquivel ("Plaintiff"). The following facts are within my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiff's Motion for Approval of Private Attorneys General Act Representative Action Settlement.

3. On August 12, 2022, my office sent a letter to the California Labor & Workforce Development Agency ("LWDA") via online submission and to Defendant North American Security and Investigations, Inc. ("Defendant") via certified mail regarding Defendants' alleged violations.

4. The LWDA did not respond to this notice within 65 days, indicating it did not intend to investigate, thus allowing Plaintiff to file the instant lawsuit pursuant to Labor Code Section 2699.3(a)(2)(A).

5. On August 12, 2022 Plaintiff filed his Complaint as a class action lawsuit, alleging that, Defendant failed to: (1) pay minimum wages; (2) pay overtime wages; (3) provide meal periods; (4) permit rest breaks; (5) reimburse business expenses; (6) provide accurate itemized wage statements; (7) pay all wages timely during employment; (8) pay all wages due upon separation of employment; and (9) violation of Business and Professions Code §§ 17200 *et seq.* On October 21, 2022, Plaintiff filed his First Amended Complaint adding a claim for Enforcement of the Private Attorneys General Act ("PAGA"). *Id*

6. Due to the presence of an arbitration agreement that Plaintiff signed, Plaintiff dismissed his individual and class claims and proceeded on a PAGA-only basis. Defendant then brought a Motion to Compel Arbitration, seeking to compel Plaintiff's individual PAGA claim to arbitration and dismissal of the representative PAGA claim. After the Parties fully briefed their respective positions, the Court denied Defendant's Motion, finding that Defendant did not establish that Plaintiff's individual PAGA claims fall within the scope of the arbitration agreement.

7. Defendant then appealed the Court's order denying its motion to compel arbitration. The Parties fully briefed their respective positions and gave oral argument. The Court of Appeals ultimately affirmed the trial court's ruling and issued a Remittitur on July 12, 2024.

8. Once the case was back before the Superior Court, the Parties agreed to attend private mediation. In preparation for mediation, Defendant informally produced data and documents for Plaintiff to evaluate the PAGA claims and calculate the alleged exposure, including policy documents, a 20% sample of aggrieved employees' time and payroll records, and data regarding the number of pay periods worked. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims.

9. The Parties attended private mediation on January 7, 2025, with Eve Wagner, Esq. an experienced wage and hour mediator. After a full day of negotiation, the Parties ultimately accepted a mediator's proposal. The Parties spent the next few months negotiating the terms of the Settlement, which was finalized in April of 2025.

10. Plaintiff provided notice of the Settlement and this Motion to the LWDA on June 16, 2025.

11. The $975,000.00 Gross Settlement Amount is reasonable for a group of approximately 1,470 employees. A penalty of $975,000.00 is large enough to punish Defendant for alleged past violations and deter future violations. The settlement amount is equivalent to a penalty of about $663.27 per employee. At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory, considering the company's potential exposure explained below.

12. The Gross Settlement Amount is also reasonable in light of the facts of the foregoing action, the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties associated with PAGA claims.

13. Plaintiff calculated the potential exposure at the initial violation rate of $100.00 per pay period as follows: 67,775 x $100.00 per pay period is $6,777,500.

14. If the Court stacked different types of penalties in each pay period, Plaintiff calculated Defendant's maximum exposure as follows:

a. 67,775 pay periods x $100 per pay period x 53% violation rate = $3,592,075 for rest break violations;

b. 67,775 pay periods x $100 per pay period x 53% violation rate = $3,592,075 for meal period violations;

c. 67,775 pay periods x $100 per pay period x 31% violation rate (for failure to pay overtime at the regular rate) = $2,101,025 for unpaid overtime wages;

d. 67,775 pay periods x $100 per pay period x 100% violation rate =$6,777,500 for wage statement penalties;

e. 67,775 pay periods x $100 per pay period x 100% violate rate= $6,777,500 for unreimbursed business expenses; and

f. 709 former employees $100 each = $70,900 for waiting time penalties.

15. Defendant raised a number of arguments during settlement negotiations and provided evidence that could have defeated Plaintiff's claims. For example, Plaintiff alleged that Defendant failed to provide compliant meal periods and rest breaks, as indicated by the 53% violation rate that Plaintiff's expert found in the time records. However, Defendant provided evidence that it maintained facially compliant written policies that authorized timely breaks. *Id.* Defendant also argued that that employees could choose to waive their breaks, citing to *Brinker Restaurant Corp. v. Superior Court* 53 Cal. 4th 1004, 1029 (2012)*,* in which the Supreme Court explained that employers do not need to "police" breaks, i.e., ensure that a meal is being taken if it was provided. Accordingly, the claim would be highly dependent on employee testimony, which could render these claims unmanageable at trial.

16. Plaintiff also argued that Defendant failed to pay all overtime wages owed by failing to incorporate the value of non-discretionary bonuses in the regular rate of pay for purposes of overtime paid in the same pay period. However, Defendant argued that these bonuses were discretionary and paid as a "token of appreciation" and thus, not required to be incorporated into

the rate of pay. If the Court agreed, Plaintiff would not be able to recover any overtime penalties, nor derivative wage statement or waiting time penalties.

17. Plaintiff also alleged Defendant failed to reimburse necessary business expenses by requiring employees to use their personal cell phones/laptops to complete online trainings. However, Defendant responded by showing that employees could use devices provided by the store to complete these trainings. Defendant also provided policy documents that forbid employees from using their personal cell phones for work and that it provided company-issued phones to employees who needed them. As such, this claim could again become unmanageable at trial as there was no source of common proof as to who incurred these expenses and how much expenses were incurred.

18. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can reduce the PAGA penalties "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." In other words, were this matter to go to trial, any award granted would be at the discretion of the Court. In settling this case, Plaintiff recognizes that, although he believes there would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties, especially in light of Defendant's compliant written policies and good faith defense. The wide range of potential recovery and the additional delays and risks of trial justified settling for a reasonable amount of recovery.

19. Aegis prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

20. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.

21. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.*,

Calma v. Scooter Brew, Inc., San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-CTL (class certification grated on April 12, 2024 for non-exempt restaurant employees' on issues of expense reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate wage statements and waiting time penalties); *Vinalay v. Union City Hotel Management Corp. et al.*, Case No. 37-2019-00021268-CU-OE-CTL (class certification granted on April 4, 2022 for non-exempt employees on issues of unpaid overtime, automatic meal period deductions, inaccurate wage statements, and waiting time penalties); *Bonello v. Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class certification granted on May 14, 2021 for all current and former couriers misclassified as independent contractors on issues of inaccurate wage statements, failure to reimburse business expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden,* United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC,* Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al,* San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al,* Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica,* Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake,* Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.,* Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank,* Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al.* v. *Pizza Hut of Southeast Kansas, Inc. et al.,* Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare,* Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al,* Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases,* Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers)*; Lunsford v Stater Bros*., Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo,* Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.,* Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.,* Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

22. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

23. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

24. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

25. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

26. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018. Mr. Wong currently bills at a rate of $950.00 an hour.

27. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

28. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

29. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018.

30. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action appeals, class certification motions, and class settlements. She was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021. Ms. Campbell currently bills at $800 an hour.

31. Ali S. Carlsen is a Senior Associate attorney at Aegis Law Firm. She was admitted to the California Bar in June of 2013. She received her J.D. from Golden Gate University School of Law and her B.S. from California State University, East Bay. Prior to joining Aegis Law Firm, she worked at Magarian & DiMercurio, APLC, where she primarily handled employment litigation matters representing both employers and employees, including matters involving wage and hour issues, harassment and discrimination, and wrongful termination. She has been chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California each year from 2017-2023, and Best Lawyers: Ones to Watch since 2023. Ms. Carlsen currently bills at a rate of $750 per hour.

32. I am a Senior Associate at Aegis Law Firm. I was admitted to the California Bar in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law where I graduated cum laude. While in law school, I was a recipient of numerous honors, including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County Superior Court. I received my B.A. from the University of California, Davis. I have been with Aegis Law Firm since 2020, where I have primarily represented plaintiffs in wage and hour class and representative actions. My experience includes successful work on class certification motions, summary judgment motions, and class settlements. I bill at a rate of $625 per hour.

33. In litigating this case, my office spent $24,078.96 in litigation costs, such as filing fees, expert fees, and mediation fees.

34. My firm spent over 290.70 hours working on this case, for a lodestar of at least $231,022.50 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	**Hours**	**Hourly Rate**	**Total**
Samuel Wong	95.9	$950	$91,105.00
Jessica Campbell	45.1	$800	$36,080.00
Ali Carlsen	102.2	$750	$61,650.00
Kristy R. Connolly	67.5	$625	$42,187.50
Total	290.70		$231,022.50

35. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the PAGA Settlement Agreement. **Exhibit A** attached thereto is the proposed notice to be mailed to the Aggrieved Employees.

36. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff sent to the LWDA and Defendants on August 12, 2022.

37. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email my office received after submitting the Settlement and this Motion to the LWDA.

38. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 16, 2025, in Irvine, California.

Kristy Connolly

Kristy R. Connolly

EXHIBIT 1

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES / SPRING STREET COURTHOUSE

JAVIER ANGEL ESQUIVEL, individually and on behalf of all others similarly situated, Plaintiffs, v. ARMSTRONG GARDEN CENTERS, INC.; and DOES 1 through 20, inclusive, Defendants.	Case No. 22STCV26133 Assigned to: Hon. Lawrence P. Riff Dept. 7 Complaint Filed: August 12, 2022 FAC Filed: October 21, 2022 Trial Date: None Set **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Los Angeles (the "Court"), Plaintiff Javier Angel Esquivel ("Plaintiff") and Defendant Armstrong Garden Centers, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement" or "Agreement") of the claims in the lawsuit entitled Javier Angel Esquivel v. Armstrong Garden Centers, Inc., et al., Case No. 22STCV26133 (the "Action").

1. Aggrieved Employees: This Settlement covers all individuals who are or were employed as hourly, non-exempt employees by Defendant within the State of California at any time during the PAGA Period (the "Aggrieved Employees").

2. PAGA Period: The Settlement covers the period from August 12, 2021, to the date the Court approves this Settlement Agreement (the "PAGA Period") (the "PAGA Period").

3. PAGA Pay Period: Any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

4. Effective Date: "Effective Date" will be the date that the Superior Court or any party hereto serves notice of the Superior Court's order and judgment approving the PAGA Settlement and no timely appeal thereto has been filed within 60 days of entry of the order and judgment ("Court Approval Order and Judgment"). If a timely appeal is filed within 60 days of the Court Approval Order and Judgment, the Effective Date shall occur when the appeal is adjudicated and no longer subject to further judicial review. At no time will Defendant have any obligation to fund the settlement, in whole or in part, until after this Effective Date.

5. PAGA Letter: "PAGA Letter" means Plaintiff's letter submitted to the Labor and Workforce Development Agency dated August 12, 2022, and any subsequent letter submitted to the Labor and Workforce Development Agency on behalf of Plaintiff.

6. Gross Settlement Amount: Defendant will pay Nine Hundred Seventy-Five Thousand Dollars and Zero Cents ($975,000.00) to settle the PAGA claims in the Action ("Gross Settlement Amount"). In no event shall Defendant be liable for more than the Gross Settlement Amount as a result of this PAGA Settlement, and any of the attorneys' fees, costs, administrative fees and costs incurred by the Settlement

Administrator in administering the Settlement, PAGA payment, and service award shall be paid from the Gross Settlement Amount. The Gross Settlement Amount will be allocated as follows:

a. Settlement Administration Fees. Plaintiff's counsel will request that the Court approve Administration costs in the amount of Eleven Thousand Five Hundred Dollars and Zero Cents ($11,500.00) to be paid from the Gross Settlement Amount to Phoenix Settlement Administrators, the Settlement Administrator ("Settlement Administration Fees").

b. Attorneys' Fees and Litigation Costs. Plaintiff's counsel will request that the Court approve an award of attorney's fees in an amount not to exceed Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) and a separate request for reasonable litigation costs in the amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), which were actually incurred in this matter ("Attorneys' Fees and Litigation Costs").

c. Service Award. Plaintiff will request that the Court approve a Service Award to Plaintiff in an amount not to exceed Five Thousand Dollars and Zero Cents ($5000.00) ("Service Award"); and

d. Net Settlement Amount. The remaining funds (the Gross Settlement Amount less the Settlement Administration Fees, Attorneys' Fees and Litigation Costs, and Service Award) shall be referred to as the "Net Settlement Amount." To the extent that the Court approves less than the amounts stated above for the Settlement Administration Fees, Attorneys' Fees and Litigation Costs, or Service Award, any reduced amount shall be allocated to the Net Settlement Amount.

7. Distribution of the Net Settlement Amount. The Net Settlement Amount shall be designated as PAGA penalties to be allocated between the Labor & Workforce Development Agency ("LWDA") and the Aggrieved Employees pursuant to Labor Code Section 2699(i), with 75% paid to the LWDA and 25% paid to the Aggrieved Employees on a pro-rata basis. The 25% of the Net Settlement Amount will be paid to all Aggrieved Employees according to the following formula: Settlement Payment to each Aggrieved Employee = $[25% of Net Settlement Amount] × [Pay Periods Worked by Individual Aggrieved Employee

During PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during PAGA Period].

8. Settlement Administration. The Settlement Administrator, Phoenix Settlement Administrators, will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the disbursement of the Gross Settlement Amount is no more than Eleven Thousand Five Hundred Dollars ($11,500). If less than $11,500 is spent on administration of the Settlement, any unused funds will become part of the Net Settlement Amount.

9. Escalator Clause. The Gross Settlement Amount is based on Defendant's representation that Aggrieved Employees worked a total of 67,775 PAGA Pay Periods during the period from August 12, 2021 to January 7, 2025. If it is determined by the Settlement Administrator that the final number of Pay Periods during the PAGA Period exceeds 67,775 by more than 10% (i.e., a final count of more than 74,553 Pay Periods), Defendant shall elect to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above the 10% threshold (e.g., if the number of Pay Periods increases by 11% Pay Periods, the Gross Settlement Amount will increase by 1%), or (ii) end the PAGA Period on the date the total Pay Periods exceed the 74,553 Pay Period limit.

10. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement and entering judgment.

11. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees, with each listed employee's full name, last known mailing address, social security number, and the number of pay periods worked as an Aggrieved Employee. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information. Within fifteen (15) days of receipt of the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) Aggrieved Employees; (ii) the LWDA; (iii)

Plaintiff's counsel; (iv) Plaintiff; and (v) itself. The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

12. Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the Net Settlement Amount along with an explanatory letter in the form attached hereto as Exhibit A. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the Unclaimed Property Fund of the California State Controller's Office, to be held in the name of the Aggrieved Employees. The Parties do not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

13. Release of Plaintiff's Individual Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, and anyone and any entity claiming through Plaintiff, including but not limited to Plaintiff's heirs, administrators, successors in interest, assigns and agents, fully and finally releases Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, affiliates, and assigns, and each of them, (collectively, the "Released Parties"), from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to his employment with Defendant and compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims arising from or

reasonably related to the Action and/or PAGA Letter, whether pleaded or not pleaded. Plaintiff's Released Claims also include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to pay reporting time pay; split shift premiums; payment for all hours worked; off-the-clock work; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional renumeration, including fuel allowance and the value of company-provided vehicles, in the regular rate of pay; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; failure to indemnify for necessary expenditures and/or losses incurred from the discharge of his duties; failure to provide and maintain accurate itemized wage statements; improper or unauthorized deductions; failure to maintain accurate time records, including records of when employees started and ended their shifts and started and ended their meal periods; failure to provide and maintain accurate itemized wage statements; failure to maintain accurate payroll records; failure to produce and/or permit inspection of employment records and/or instruments signed; failure to provide suitable resting facilities; failure to provide suitable seating; failure to provide proper paid sick leave; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; unfair business practices; penalties, including, but not limited to, civil penalties, recordkeeping penalties, wage statement penalties, meal/rest period penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245-248.5, 256, 432, 433, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2800, 2802, 2698 *et seq.,* and 2699 *et seq.*); all claims arising under: the Wage Orders of the California Industrial Welfare Commission ("IWC"); the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; 8 CCR § 11090; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income

Security Act, 29 U.S.C. § 1001, *et seq*. ("ERISA"). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, hostile work environment, failure to engage in the interactive process, failure to accommodate, failure to prevent, wrongful termination, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

14. Release of Unknown Claims. Plaintiff has reviewed and hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides as follows: "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." This Agreement extends to all claims or causes of action, of every nature and kind whatsoever, known or unknown, enumerated in this Agreement or otherwise. Plaintiff may hereafter discover presently unknown facts or claims different from or in addition to those that Plaintiff now knows as to the matters released herein. Nevertheless, it is Plaintiff's intention, through this Agreement, to fully release all such matters and all claims related thereto, which do now exist, may exist, or heretofore have existed.

15. Plaintiff's Resignation. Plaintiff's last day worked for Defendant was on or about December 12, 2021. Plaintiff agrees to voluntarily resign from his employment with Defendant with an effective date of December 12, 2021.

16. Settled PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount,, all Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharge the Released Parties from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as all Aggrieved Employees' claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the

PAGA Letter, directly or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual allegations in the Action and/or PAGA Letter, including all claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, failure to include additional renumeration, including bonuses and retroactive pay, in the regular rate of pay; off-the-clock work; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; failure to maintain accurate records, including records of hours worked; failure to provide and maintain accurate itemized wage statements; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; the failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 227, 227.3, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698 *et seq*., and any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section 11050; Code of Civil Procedure Section 1021.5; and any other PAGA penalty claims whatsoever alleged in the Action and/or PAGA Letter, whether known or unknown, during the PAGA Period.

17. <u>No Credit Toward Benefit Plans</u>. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

18. <u>No Prior Assignments</u>. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right

herein released and discharged.

19. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

20. Continued Jurisdiction. After entry of the Court Approval Order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval Order matters as may be appropriate under court rules or as set forth in this Settlement.

21. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the Action, including Plaintiff's individual claims in the Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

22. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all Parties.

23. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

24. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25. California Law Governs. All terms of this Settlement Agreement and Exhibit(s) hereto will be governed by and interpreted according to the laws of the State of California.

26. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be the same instrument.

27. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

28. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders of the Court entered in connection therewith.

29. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to fully construe the provision as valid possible consistent with applicable precedents to define all provisions of this Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Settlement Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

30. Captions. The captions and section numbers in this Settlement Agreement are inserted for

the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

31. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

32. Enforcement Action. In the event that one or more of the Parties institutes any legal action 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 prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

33. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

34. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

35. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent necessary to effectuate the terms of this Settlement Agreement.

36. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

37. Confidentiality. Plaintiff and Plaintiff's Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement. Plaintiff's Counsel may respond to press inquiries by

stating the matter has been resolved and refer the press to court filings. In addition, Plaintiff and Plaintiff's Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Plaintiff's Counsel and including but not limited to the identity of Defendant and/or any information that identifies Defendant. The Settlement Administrator shall not create nor maintain any website regarding this Settlement at any time. Any communication about the Settlement to Aggrieved Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) his immediate family members, and/or (2) his accountants or lawyers as necessary for tax purposes.

38. No Other Claims. Plaintiff represents that to the best of his knowledge, other than the Action, he has not filed any complaint, claims or actions against Defendant or its agents, supervisors, employees or representatives, attorneys, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, successors and/or assigns with any state, federal or local agency or court.

39. Covenant Not To Sue. Plaintiff has not directly or indirectly instituted any legal action against the Released Parties based upon, arising out of, or relating to any claims released in this Agreement other than the Action. Plaintiff has not and will not directly or indirectly encourage and/or solicit any third party to institute any legal action against the Released Parties, to the extent allowed by law.

Dated: June 6, 2025

By Javier Angel Esquivel
Javier Angel Esquivel (Jun 8, 2025 16:15 PDT)

Plaintiff JAVIER ANGEL ESQUIVEL

Dated: June 6, 2025

Gwynn Lehigh

Defendant ARMSTRONG GARDEN CENTERS, INC.

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: PAGA Settlement Payment from *Esquivel v. Armstrong Garden Centers, Inc.*
Los Angeles County Superior Court, Case No. 22STCV26133

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled *Esquivel v. Armstrong Garden Centers, Inc.*, Case No. 22STCV26133 ("Action"), filed in the Superior Court of California for the County of Los Angeles ("Court").

The lawsuit was filed by Javier Angel Esquivel ("Plaintiff"), a former employee of Armstrong Garden Centers, Inc. ("Defendant"), on behalf of the State of California with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendant violated the California Labor Code by failing to properly pay all minimum and overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse business expenses, provide accurate itemized wage statements, and timely pay all wages owed during employment and upon separation of employment.

Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: all individuals who are or were employed as hourly, non-exempt employees by Defendant within the State of California at any time from August 12, 2021 to __________. You are receiving a portion of the settlement (the enclosed check) because you have been identified as an Aggrieved Employee.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your individual payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between August 12, 2021 to __________ (the "PAGA Period"). This payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, Plaintiff, as a proxy of the California Labor and Workforce Development Agency, will release the Released Parties from claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual allegations in the Action and/or

PAGA Letter. The “Released Parties” means Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, affiliates, and assigns, and each of them.

Your check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your check will be cancelled and the funds will be transmitted to the Unclaimed Property Fund of the California State Controller’s Office.

Do <u>not</u> call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2

AEGIS LAW

AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

August 12, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Armstrong Garden Centers, Inc.:
CT Corporation System (C0168406)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re: *Javier Angel Esquivel v. Armstrong Garden Centers, Inc.*

Dear Labor and Workforce Development Agency and Armstrong Garden Centers, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Armstrong Garden Centers, Inc. ("Armstrong") and the facts and theories in support of said allegations. This firm represents Javier Angel Esquivel ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Armstrong under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Armstrong

The specific provisions of the Labor Code allegedly violated by Armstrong and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Armstrong

Claimant and other aggrieved employees worked for Armstrong in California as non-exempt employees. Claimant was employed by Armstrong in California within the past year.

During the past year, Armstrong failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Armstrong violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Armstrong failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Armstrong violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Armstrong failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Armstrong's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. Armstrong failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Armstrong. As such, Armstrong violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Armstrong violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

Armstrong violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Armstrong violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Armstrong due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against Armstrong. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

Jessica L. Campbell

Enclosure: Class Action Complaint

EXHIBIT 3

EXHIBIT 4

Matter Billing Detail

Aegis Law Firm, PC

Date Range: **02/08/2019 to 06/16/2025**
Client: **47987 - Javier Angel Esquivel**
Matter: **1213 - Esquivel v. Armstrong Garden Centers (PAGA)**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
08/12/2022	FF	LWDA Filing Fee	$75.00		Unbilled				
08/12/2022	FF	Filing Fee - Summons, Complaint, and Complex Fee	$1,503.35		Unbilled				
09/22/2022	FF	Filing Fee - NAR	$10.95		Unbilled				
10/21/2022	FF	Filing Fee - Amended Complaint	$10.95		Unbilled				
11/09/2022	FF	Filing Fee - RFD	$10.95		Unbilled				
02/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 2/1/2023 - Filing Fee-System access and document process fee	$155.55		Unbilled			996237	Case Anywhere, LLC
02/14/2023	FF	Filing Fee	$11.45		Unbilled				
03/02/2023	FF	Filing Fee	$11.45		Unbilled				
03/24/2023	FF	Filing Fee	$11.45		Unbilled				
05/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 5/1/2023 - Filing Fee-System access and document process fee	$153.00		Unbilled			996359	Case Anywhere, LLC
06/09/2023	RES	Vendor: Los Angeles Superior Court; Date: 6/9/2023 - Database Research Fee- Clerk's Transcript Fee	$114.25		Unbilled			996407	Los Angeles Superior Court
08/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 8/1/2023 - Filing Fee-System access and document process fee	$135.00		Unbilled			996459	Case Anywhere, LLC
11/01/2023	RES	Database Research Fee - Rel case research	$7.50		Unbilled				
11/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 11/1/2023 - Filing Fee-System access and document process fee	$135.00		Unbilled			996574	Case Anywhere, LLC
11/03/2023	CR	Vendor: Lisa Augustine; Date: 11/3/2023 - Court Reporting-Court Reporting-	$36.00		Unbilled			996588	Lisa Augustine
02/06/2024	FF	Vendor: Case Anywhere, LLC; Date: 2/6/2024 - Filing Fee-System access and document process fee	$135.00		Unbilled			996698	Case Anywhere, LLC
02/27/2024	FF	Filing Fee - Req for Oral Argument (Appeal)	$10.50		Unbilled				
04/18/2024	TRA	Travel to Appellate Court	$59.36		Unbilled				

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/18/2024	PAR	Parking at Appellate Court	$14.00		Unbilled				
05/01/2024	FF	Vendor: Case Anywhere, LLC; Date: 5/1/2024 - Filing Fee-System access and document process fee	$135.00		Unbilled			996797	Case Anywhere, LLC
07/24/2024	FF	Filing Fee	$16.15		Unbilled				
08/05/2024	FF	Vendor: Case Anywhere, LLC; Date: 8/5/2024 - Filing Fee-System access and document process fee	$135.00		Unbilled			996884	Case Anywhere, LLC
08/07/2024	FF	Filing Fee	$16.15		Unbilled				
11/01/2024	FF	Vendor: Case Anywhere, LLC; Date: 11/1/2024 - Filing Fee-System access and document process fee	$147.00		Unbilled			996949	Case Anywhere, LLC
01/02/2025	RES	Database Research Fee - Related case docs	$15.00		Unbilled				
01/06/2025	MED	Vendor: Signature Resolution; Date: 1/6/2025 - Mediation Services-	$11,495.00		Unbilled			997005	Signature Resolution
01/17/2025	FF	Filing Fee	$18.70		Unbilled				
01/29/2025	EXP	Vendor: Berger Consulting Group, LLC; Date: 1/29/2025 - Expert Witness Fee-	$7,315.00		Unbilled			997027	Berger Consulting Group, LLC
02/04/2025	FF	Vendor: Case Anywhere, LLC; Date: 2/4/2025 - Filing Fee-System access and document process fee	$135.00		Unbilled			997032	Case Anywhere, LLC
03/05/2025	FF	Vendor: Case Anywhere, LLC; Date: 3/5/2025 - Filing Fee-System access and document process fee	$51.00		Unbilled			997056	Case Anywhere, LLC
04/03/2025	CC	Cumulative Copies, Faxes, Scans, Postage	$1,864.25		Unbilled				
04/07/2025	FF	Vendor: Case Anywhere, LLC; Date: 4/7/2025 - Filing Fee-System access and document process fee	$45.00		Unbilled			997083	Case Anywhere, LLC
05/05/2025	FF	Vendor: Case Anywhere, LLC; Date: 5/5/2025 - Filing Fee-System access and document process fee	$45.00		Unbilled			997103	Case Anywhere, LLC
06/12/2025	FF	Vendor: Case Anywhere, LLC; Date: 6/12/2025 - Filing Fee-System access and document process fee	$45.00		Unbilled			997132	Case Anywhere, LLC
		Total:	$24,078.96	$0.00					
		Balance:	$24,078.96						