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Attorneys for Plaintiffs, ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALEJANDRO AYALA and ULISES
CARRILLO-CUERCUERA,

Plaintiffs,

v.

FIELDS BY DURAN, THE STANDARD
DESIGN GROUP NURSERIES, ALEJANDRO
DURAN, and DOES 1 through 20, inclusive,

Defendants.

) Case No. 23STCV09778

) Hon. Wendy Chang
) Dept. 36

) **PLAINTIFFS' NOTICE OF MOTION AND**
) **MOTION FOR APPROVAL OF PAGA**
) **SETTLEMENT AND REASONABLE**
) **ATTORNEYS' FEES, COSTS**

) Reservation ID: 737112652611
) Date: April 1, 2025
) Time: 8:30 AM

) Complaint Filed: May 2, 2023
) Trial Date: April 4, 2025

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR RESPECTIVE COUNSEL OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on April 1, 2025, at 8:30 AM, or as soon thereafter as the matter
4 may be heard, in Department 36 of the Superior Court of the State of California, County of Los Angeles,
5 located at 111 N. Hill St., Los Angeles, CA 90012, Plaintiffs ALEJANDRO AYALA and ULISES
6 CARRILLO-CUERCUERA (“Plaintiffs”), individually and on behalf of all similarly aggrieved
7 employees, will and hereby does move this Court for entry of an Order as follows:
8

9 1. Granting approval, pursuant to California Labor code § 2698 *et seq.*, and specifically, §
10 2699(1), of the proposed Settlement of claims brought pursuant to the Private Attorneys General Act of
11 2004 (Cal. Labor Code § 2698 *et seq.*) and set forth in the Settlement Agreement, a true and correct copy
12 of which is attached as **Exhibit A** to the Declaration of Matthew Rabban filed concurrently herewith;
13

14 2. Approving the proposed Notice of PAGA Settlement and Release of Claims as to form
15 and content, and directing that it be distributed to the Aggrieved Employees pursuant to the terms of the
16 Settlement Agreement;
17

18 3. Directing the distribution of the Maximum Settlement Amount pursuant to the terms of
19 the Settlement Agreement; and
20

21 4. This motion will be based on this Notice of Motion, the Memorandum of Points and
22 Authorities attached hereto, the Declaration of Matthew Rabban attached hereto, the Declaration of
23 Eugene Ruiz attached hereto, the Declaration of Alejandro Duran attached hereto, the Settlement
24 Agreement attached hereto; on the records and files herein, and on such evidence as may be presented at
25 the hearing of the motion.
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1 DATED: January 22, 2025

LAW OFFICES OF MATTHEW RABBAN, APC

2 *Matthew Rabban*

3 _____
4 Matthew Rabban, Esq.
5 Attorney for Plaintiffs

6 BANA LEGAL GROUP, P.C.

7 *Eli Banayan*

8 _____
9 Eli Banayan, Esq.
10 Attorney for Plaintiffs

1
2 **MEMORANDUM OF POINT AND AUTHORITIES**

3 **I. INTRODUCTION**

4 ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA (“Plaintiffs”), who are
5 “Aggrieved Employees” under the California Labor Code § 2698 *et seq.* (“Private Attorneys General
6 Act of 2004” or “PAGA”), respectfully move this Court for an order granting approval of the Settlement
7 Agreement¹ with Defendants FIELDS BY DURAN, THE STANDARD DESIGN GROUP
8 NURSERIES, and ALEJANDRO DURAN (hereinafter, “Defendants”).

9 A superior court must review and approve any PAGA settlement. Lab. Code § 2699(5)(1)(2).
10 The proposed settlement must be submitted to the LWDA at the same time it is submitted to the court.
11 Lab. Code § 2699(i). This proposed settlement was submitted to the LWDA on January 22, 2025.
12 Rabban Decl., ¶ 2 & Ex. B (Proof of Submission to LWDA).

13
14 This proposed Settlement, under which Defendants have agreed to pay a total amount of
15 \$20,000.00, \$16,650.00 of which shall be sent to the LWDA and Aggrieved Employees, will dispose of
16 Plaintiffs’ representative PAGA claims filed on behalf of the State of California and all “Aggrieved
17 Employees” as defined by Labor Code § 2699(c). The operative Second Amended Complaint (“SAC”)
18 alleges that Defendants: failed to provide meal and rest periods, failed to pay all wages due upon
19 separation of employment, failed to pay all wages earned, failed to pay minimum wage, failed to pay
20 overtime wages, failed to issue accurate itemized wage statements, and failed to keep accurate records,
21 among other violations.
22

23
24 This PAGA action seeks civil penalties for violations on behalf of the California Labor
25 Workforce Development Agency (“LWDA”) and all “Aggrieved Employees,” which essentially are
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27

28

1 The Settlement Agreement (“Settlement”) is attached as Exhibit A to the Declaration of Matthew Rabban, filed concurrently with this Motion.

1 other landscapers, as more specifically set forth below.² Based on the information provided by
2 Defendants, the number of Aggrieved Employees is estimated at 142.

3 In deciding whether to grant approval of the Settlement, the primary issue to be decided is
4 whether the Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement
5 embodies all of the features of a settlement agreement that is fair, reasonable, and adequate, as it (1) is
6 the product of arm's-length negotiations, (2) was negotiated by attorneys experienced in wage-and-hour
7 issues, (3) was negotiated subsequent to undertaking sufficient investigation to evaluate the relative
8 strength and value of the PAGA claim, and (4) reflects a reasoned compromise based directly on the
9 relative strength and value of the PAGA claim, as well as the risks, expense, complexity, and likely
10 duration of further litigation.
11

12 This proposed Settlement provides for Defendants to pay a Gross Settlement Amount ("GSA")
13 of \$20,000.00 on a non-reversionary basis. Plaintiffs' counsel has agreed not to take any fee and to
14 waive its litigation costs relating to the PAGA GSA. The \$20,000.00 shall be distributed as follows: an
15 Administrator Expenses Payment not to exceed \$3,350.00, and PAGA Penalties in the amount of
16 \$16,650.00. The PAGA Penalties shall be distributed to: (1) the LWDA in the amount of \$12,487.50
17 (75% of the PAGA Penalties), and (2) the Aggrieved Employees in the amount of \$4,162.50 (25% of the
18 PAGA Penalties).
19
20

21 The PAGA penalty award is greater than other PAGA penalty awards approved as reasonable
22 within this judicial district, which often range between \$7,500.00 and \$15,000.00 for PAGA claims
23 impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a
24 per capita basis. See, e.g., *Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at
25
26

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² In their operative Complaint, Plaintiffs allege nine individual causes of action and one PAGA cause of action. Plaintiffs' operative Complaint does not include any putative class action claims.

*2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000.00 to class of 667 members); Cabrera v. Advantage Sale & Marketing, LLC, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of \$10,000.00 for class of approximately 3,000 members). In light of the foregoing, this Court should enter the [Proposed] Order Granting Approval of PAGA Settlement submitted concurrently herewith.

II. FACTS AND PROCEDURAL SUMMARY

A. The Parties

Plaintiffs filed a complaint on May 2, 2023, and a First Amended Complaint on October 26, 2023. Plaintiffs filed the operative Second Amended Complaint on April 25, 2024.

At all times relevant hereto, Defendant ALEJANDRO DURAN operated Defendant FIELDS BY DURAN, a company that is involved in the landscaping industry. The company is located at 16659 Parthenia Street, North Hills, CA 91343. At all times relevant hereto, Defendant FIELDS BY DURAN was the principal installer of product of the Defendant THE STANDARD DESIGN GROUP NURSERIES, a company that is involved in the farming and plant nursery industry. The company is located at 16133 Ventura Blvd., Suite 920, Encino, CA 91436. See Declaration of Matthew Rabban (“Rabban Decl.”), ¶ 3.

Plaintiff ALEJANDRO AYALA, like other aggrieved employees, worked for Defendants as a landscaper, from on or about May 15, 2020, until about April 17, 2021, and as a lead foreman, from on or about April 18, 2021, until the termination of Plaintiff’s employment on or about August 10, 2022. Plaintiff ULISES CARRILLO-CUERCUERA, like other aggrieved employees, worked for Defendants as a landscaper, from in or about 2018 until the termination of Plaintiff’s employment on or about August 10, 2022.

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1 **B. Procedural History**

2 On November 1, 2022, Plaintiffs sent a letter to Defendants via certified mail and submitted that
3 same letter online to the LWDA, describing Defendants’ alleged Labor Code violations, as required by
4 Labor Code § 2699.3. Rabban Decl., ¶ 4 & Ex. C (LWDA Letter). On December 22, 2022, Plaintiffs
5 filed an amended letter with the LWDA and sent the same letter to Defendants via certified mail.
6 Rabban Decl., ¶ 4 & Ex. D (LWDA Letter). On January 25, 2024, Plaintiffs filed a second amended
7 letter with the LWDA and sent the same letter to Defendants via certified mail. Rabban Decl., ¶ 4 & Ex.
8 E (LWDA Letter).
9

10 On May 2, 2023, Plaintiffs filed a complaint against Defendants. Rabban Decl., ¶ 5. The
11 operative SAC, filed on April 25, 2024, alleges a cause of action under the Private Attorneys General
12 Act, alleging that Defendants: failed to provide meal and rest periods, failed to pay all wages due upon
13 separation of employment, failed to pay all wages earned, failed to pay minimum wage, failed to pay
14 overtime wages, failed to issue accurate itemized wage statements, and failed to keep accurate records,
15 among other claims. Id.
16

17 Defendants dispute all of Plaintiffs’ claims, but have nonetheless agreed to settle this matter to
18 avoid the costly expense of litigation and trial.
19

20 **III. SUMMARY OF THE SETTLEMENT**

21 **A. “Aggrieved Employees” Defined**

22 Aggrieved Employees are defined as non-exempt employees who were employed by Defendants
23 from November 1, 2021 (one year prior to filing of PAGA Action) through and including the date of
24 execution of the Settlement Agreement, August 21, 2024 (“PAGA Period”). See Settlement Agreement,
25 § 1.4.
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1 **B. Essential Terms of the Settlement**

2 Through months of negotiations, including the utilization of a mediator, the Hon. Amy D. Hogue
3 (Ret), a well-regarded employment mediator, the parties settled the matter. The Gross Settlement
4 Amount of \$20,000.00 shall be distributed as follows: an Administrator Expenses Payment not to exceed
5 \$3,350.00, and PAGA Penalties in the amount of \$16,650. The PAGA Penalties shall be distributed to:
6 (1) the LWDA in the amount of \$12,487.50 (75% of the PAGA Penalties), and (2) the Aggrieved
7 Employees in the amount of \$4,162.50 (25% of the PAGA Penalties).
8

9 **C. Defendants' Change in Conduct/Policies**

10 Plaintiffs' counsel believes that it has received reasonably sufficient evidence to believe that
11 Defendants have changed their conduct insofar as they are no longer violating the California labor laws
12 upon which the Plaintiffs' complaint and PAGA action are based. See Declaration of Eugene Ruiz and
13 Declaration of Alejandro Duran filed concurrently herewith.
14

15 **D. Plaintiffs' Retaliation and Wrongful Termination Claims**

16 The Plaintiffs, as alleged in causes of action eleven through thirteen, of their operative
17 complaint, pursued causes of action for retaliation and wrongful termination. The Plaintiffs have
18 resolved all of their grievances and will be receiving an amount that is separate from the PAGA amount.
19 Said grievances have been settled pursuant to a confidential settlement release, which can be
20 confidentially lodged with the Court, should the Court wish to review its terms.
21
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23 **IV. CONCLUSION**

24 For the reasons set forth herein, this Court should enter an Order approving the PAGA
25 settlement.
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1 DATED: January 22, 2025

LAW OFFICES OF MATTHEW RABBAN, APC

2 *Matthew Rabban*

3 _____
4 Matthew Rabban, Esq.
5 Attorney for Plaintiffs
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Attorneys for Plaintiffs, ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALEJANDRO AYALA and ULISES
CARRILLO-CUERCUERA;

Plaintiff,

v.

FIELDS BY DURAN, THE STANDARD
DESIGN GROUP NURSERIES, ALEJANDRO
DURAN, and DOES 1 through 20, inclusive,

Defendants.

) Case No. 23STCV09778

) Hon. Wendy Chang
) Dept. 36

) **DECLARATION OF MATTHEW RABBAN**
) **IN SUPPORT OF PLAINTIFFS' MOTION TO**
) **APPROVE THE PAGA SETTLEMENT**

) Reservation ID: 737112652611
) Date: April 1, 2025
) Time: 8:30 AM

) Complaint Filed: May 2, 2023
) Trial Date: April 4, 2025

I, Matthew Rabban, declare:

1. I am an attorney at law licensed to practice before the courts of the State of California. I am lead counsel of record for Plaintiffs ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA in the above-titled action.

1 2. I submitted the settlement agreement in this matter to the LDWA on the same day that
2 this motion was filed. A true and correct copy of the settlement agreement is attached hereto as **Exhibit**

3 **A.** A true and correct copy of proof of this submission is attached hereto as **Exhibit B.**
4

5 3. At all times relevant hereto, Defendant ALEJANDRO DURAN operated Defendant
6 FIELDS BY DURAN, a company that is involved in the landscaping industry. The company is located
7 at 16659 Parthenia Street, North Hills, CA 91343. At all times relevant hereto, defendant FIELDS BY
8 DURAN was the principal installer of product of the Defendant THE STANDARD DESIGN GROUP
9 NURSERIES, a company that is involved in the farming and plant nursery industry. The company is
10 located at 16133 Ventura Blvd., Suite 920, Encino, CA 91436.
11

12 4. On November 1, 2022, Plaintiffs sent a letter to Defendants via certified mail and
13 submitted that same letter online to the LWDA, describing Defendants' alleged Labor Code violations,
14 as required by Labor Code § 2699.3. A true and correct copy of this letter is attached hereto as **Exhibit**
15 **C.** On December 22, 2022, Plaintiffs filed an amended letter with the LWDA and sent the same letter
16 via certified mail to Defendants. A true and correct copy of this letter is attached hereto as **Exhibit D.**
17 On January 25, 2024, Plaintiffs filed a second amended letter with the LWDA and sent the same via
18 certified mail to Defendants. A true and correct copy of this letter is attached hereto as **Exhibit E.**
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20 5. On May 2, 2023, Plaintiffs filed a complaint against Defendants. The operative Second
21 Amended Complaint, filed on April 25, 2024, alleges a cause of action under the Private Attorneys
22 General Act, alleging that Defendants: failed to provide meal and rest periods, failed to pay all wages
23 due upon separation of employment, failed to pay all wages earned, failed to pay minimum wage, failed
24 to pay overtime wages, failed to issue accurate itemized wage statements, and failed to keep accurate
25 records, among other claims.
26

27 6. After months of negotiations, Plaintiffs were able to resolve all of their claims, including
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1 their wrongful termination and retaliation claims, pursuant to a confidential settlement agreement. As to
2 the PAGA settlement, the proposed Settlement provides for Defendants to pay a Gross Settlement
3 Amount (“GSA”) of \$20,000.00 on a non-reversionary basis. Plaintiffs’ counsel has agreed not to take
4 any fee and to waive its litigation costs relating to the PAGA GSA. The \$20,000.00 shall be distributed
5 as follows: an Administrator Expenses Payment not to exceed \$3,350.00, and PAGA Penalties in the
6 amount of \$16,650.00. The PAGA Penalties shall be distributed to: (1) the LWDA in the amount of
7 \$12,487.50 (75% of the PAGA Penalties), and (2) the Aggrieved Employees in the amount of \$4,162.50
8 (25% of the PAGA Penalties).
9

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct.

13 Executed on January 22, 2025, in Los Angeles, California.

14 *Matthew Rabban*

15 _____
16 Matthew Rabban, Declarant
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Mathew Rabban, Esq. SBN 277910
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Attorneys for Plaintiffs, ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALEJANDRO AYALA and ULISES
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FIELDS BY DURAN, THE STANDARD
DESIGN GROUP NURSERIES, ALEJANDRO
DURAN, and DOES 1 through 20, inclusive,

Defendants.

) Case No. 23STCV09778

) Hon. Wendy Chang
) Dept. 36

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR APPROVAL**
) **OF PAGA SETTLEMENT**

) Reservation ID: 737112652611
) Date: April 1, 2025
) Time: 8:30 AM

) Complaint Filed: May 2, 2023
) Trial Date: April 4, 2025

Pending before the court is Plaintiffs' Motion for Approval of PAGA Settlement. Having considered the motion, record of the case, and all matters presented to the Court, the Court finds that the motion is well-taken and should be granted:

1 IT IS THEREFORE ORDERED THAT Plaintiffs' Motion for Approval of the PAGA
2 settlement is **GRANTED**.

3 The Parties are ordered to comply with the terms of the Settlement Agreement.
4

5 IT IS FURTHER ORDERED THAT _____
6 _____
7 _____
8 _____.

9 IT IS SO ORDERED.
10
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12 Dated: _____

13 The Honorable Wendy Chang
14 Superior Court for the County of Los Angeles
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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and between plaintiffs ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA (“**Plaintiffs**”) and defendants FIELDS BY DURAN, ALEJANDRO DURAN, and THE STANDARD DESIGN GROUP NURSERIES (“**Defendants**”). The Agreement refers to Plaintiffs and Defendants collectively as “**Parties**,” or individually as “**Party**.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Alejandro Ayala, et al. v. Fields by Duran, et al.* initiated on May 2, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM GROUP, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendants in California and classified as a non-exempt employee who worked for Defendants during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means Joshua Mizrahi, Esq. of BUCHALTER, APC; 1000 Wilshire Blvd., Suite 1500, Los Angeles, CA 90017-2457, jmizrahi@buchalter.com; and Barry B. Kaufman, Esq. of Law Offices of Barry B. Kaufman, APC; 16133 Ventura Blvd., Suite 700, Encino, CA 91436; barry@barrybkaufman.com.
- 1.9 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement and

(b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10 “Gross Settlement Amount” means \$20,000.00 which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 “PAGA Counsel” means Matthew Rabban, Esq. of the Law Offices of Matthew Rabban, APC, and Eli Banayan, Esq. of Bana Legal Group, P.C., the attorneys representing the Plaintiffs in the Action.
- 1.17 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.18 “PAGA Period” means the period from November 1, 2021, to the date of the execution of this agreement.
- 1.19 “PAGA” means the Private Attorneys General Act (Labor Code §§ 698, *et seq.*).
- 1.20 “PAGA Notice” means Plaintiffs’ November 1, 2022, December 22, 2022 and January 25, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

- 1.22 “Plaintiffs” means ALEJANDRO AYALA and ULISES CARRILLO-CUERCUERA, the named plaintiffs in the Action.
- 1.23 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.24 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.25 “Released Parties” means: Defendants and each of their former and present managers, directors, officers, directors, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, representatives, agents, parent companies, subsidiaries, affiliates, and related companies.
- 1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27 “Defendants” means named Defendant FIELDS BY DURAN, ALEJANDRO DURAN, and THE STANDARD DESIGN GROUP NURSERIES.

2. RECITALS.

- 2.1 On November 1, 2022, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties; (4) Failure To Pay All Wages Earned; (5) Failure To Pay Minimum Wage; (6) Failure To Pay Overtime Wages; (7) Failure To Issue Accurate Itemized Wage Statements; (8) Failure To Timely Produce Personnel; (9) Violations of California’s Unfair Competition Act; (10) Private Attorney General Act. On October 26, 2023, Plaintiffs filed a First Amended Complaint adding causes of action for retaliation and wrongful termination. On April 25, 2024, Plaintiffs filed a Second Amended Complaint to correct the name of Plaintiff ULISES CARRILLO-CUERCUERA. The Second Amended Complaint is the operative complaint in the Action (the “**Operative Complaint.**”) Defendants denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On November 7, 2023, _____
☒the Parties participated in an all-day mediation presided over by Hon. Amy Hogue (Ret.) .

- ☒ On June 10, 2024, through arms length negotiation, the parties came to a resolution of the claims.
-

- 2.4 Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiffs obtained, through ☒ formal ☒ informal discovery, pay and timekeeping data for Plaintiffs and the Aggrieved Employees.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$20,000.00 and no more as the Gross Settlement Amount. Defendant FIELDS BY DURAN, and THE STANDARD DESIGN GROUP NURSERIES will each pay \$10,000 of the \$20,000 Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To the Administrator: An Administrator Expenses Payment not to exceed \$3,350.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,350, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$16,650 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$12,487.50) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$4,162.50) allocated to the Individual PAGA Payments.
- 3.2.2.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$4,162.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's

PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.2.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 Tax Allocation of Individual PAGA Payments. As this is an action only to recover civil penalties under PAGA, each Aggrieved Employee's Individual PAGA Payment shall be allocated as 100% penalties and will be reported on IRS 1099 Forms as necessary. If required by law, the Aggrieved Employees shall receive an IRS Form 1099 for the full amount paid to them, which shall be provided by the Administrator. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Defendants, and each of them, maintain that there were no violations of California wage and hour laws committed and that there are no employees who were denied earned wages or overtime payments. Nonetheless, in an effort to amicably resolve this dispute, Defendants have reviewed their applicable payroll records and based on a review of those records to date, Defendants cumulatively estimate there are approximately One Hundred and Forty-Two (142) Aggrieved Employees who worked a total of Nine Thousand Seven Hundred and Ninety Eight (9,798) PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 30 calendar days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants, and each of them, have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. If the Court does not approve of such, the unclaimed funds shall be remitted to an agreed upon beneficiary.
 - 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiff and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period and solely with respect to the PAGA Claim, including, but not limited to: (a) all claims that were, or reasonably could have been alleged, based on the facts contained in the PAGA Claim and PAGA Notice ("Plaintiffs' PAGA Claim Release"). Plaintiffs' release does not extend to Plaintiffs' individual claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiffs' PAGA Claim Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application, stipulation or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the

security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Motion for Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM GROUP, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM GROUP, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.** Based on its records, Defendants cumulatively estimates that, as of the date of this Settlement Agreement, there are 142 Aggrieved Employees who worked 69 Pay Periods each (for a total of 9,798 Pay Periods) during the PAGA Period.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely 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 law.
- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
10. **ADDITIONAL PROVISIONS.**
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants, or any of them, have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants’ defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 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 Plaintiffs: Matthew Rabban, Esq.
Law Offices of Mathew Rabban, APC
401 Wilshire Blvd., 12th Floor PH
Santa Monica, CA 90401
matrabban@hotmail.com
Attorney for Plaintiffs
ALEJANDRO AYALA
ULISES CARRILLO-CUERCUERA

To Defendants: Barry B. Kaufman, Esq.
Law Offices of Barry B. Kaufman, APC
16133 Ventura Blvd., Suite 700
Encino, CA 91436
Attorney for Defendant
THE STANDARD DESIGN GROUP NURSERIES

Joshua Mizrahi, Esq.
Buchalter, APC
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017-2457
jmizrahi@buchalter.com
mlopez@buchalter.com
Attorney for Defendants
FIELDS BY DURAN
ALEJANDRO DURAN

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 08/21/2024

ALEJANDRO AYALA

By: 
Alejandro Ayala

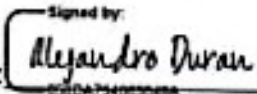
ULISES CARRILLO-CUERCUERA

DATED: 08/21/2024

By: 
Ulises Carrillo-Cuercuera

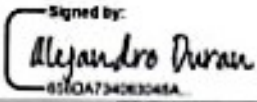
DATED: 8/14/2024

FIELDS BY DURAN

By: 
Alejandro Duran, President

ALEJANDRO DURAN

DATED: 8/14/2024

By: 
Alejandro Duran

DATED: 8/14/2024

THE STANDARD DESIGN GROUP

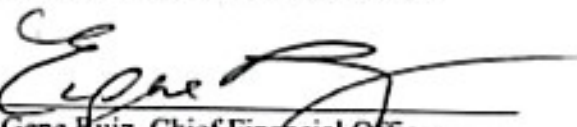
By: 
Gene Ruiz, Chief Financial Officer

EXHIBIT B

EXHIBIT C



Law Offices of Matthew Rabban
401 Wilshire Blvd. 12th Floor PH • Santa Monica, CA 90401
Telephone (818) 448-5625 • Fax (424) 645-1180
matrabban@hotmail.com

November 1, 2022

VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

Re: Alex Ayala and Eulises Carrillo v. Fields by Duran and Alejandro Duran

Dear Representative,

This office represents Alex Ayala (“Mr. Ayala”) and Eulises Carrillo (“Mr. Carrillo”) with respect to their claims under the California Labor Code against Fields by Duran and Alejandro Duran (collectively, “Employer”).

Mr. Ayala has been employed by Employer from approximately May 15, 2020 through August 10, 2022, as a non-exempt foreman employee in the County of Los Angeles, California. Employer compensated Mr. Ayala \$135 a day for a portion of his employment, then \$170 a day for another portion of his employment, then \$200 per day for another portion of his employment, prior to switching Mr. Ayala to a salary.

Mr. Carrillo has been employed by Employer from approximately 2018 through August 10, 2022, as a non-exempt landscaper and/or foreman employee in the County of Los Angeles, California. Employer compensated Mr. Carrillo \$220 per day.

Mr. Ayala and Mr. Carrillo intend to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Ayala and Mr. Carrillo are seeking penalties on behalf of the State of California and similarly aggrieved current/former non-exempt employees of Employer in the State of California (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As outlined below and throughout this complaint, Employer violated several of California’s wage and hour laws during Mr. Ayala’s and Mr. Carrillo’s employment.

At the forefront, Employer did not pay Mr. Ayala and Aggrieved Employees at least the California minimum wage.

Employer also did not conform their pay practices to the requirements of the law by causing Mr. Ayala, Mr. Carrillo and Aggrieved Employees to work in excess of 8 hours per workday, and/or 40 hours per workweek, but failing to compensate Mr. Ayala, Mr. Carrillo and Aggrieved Employees at one and one-half times their regular rate of pay for all overtime hours worked. Employer failed to keep any accurate time records reflecting the actual time worked by Mr. Ayala, Mr. Carrillo and Aggrieved Employees.

Further, Mr. Ayala, Mr. Carrillo and Aggrieved Employees were unable to take legally required meal periods or rest breaks, and Employer never paid Mr. Ayala, Mr. Carrillo or Aggrieved Employees any statutory penalties for failing to provide meal and rest breaks.

1. MINIMUM WAGE VIOLATIONS

Mr. Ayala and Aggrieved Employees were not paid at least the California minimum wage for all hours they were under Employer's control.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 5 (Cal. Code Regs., tit. 8, § 11050(4)(A)); and California Labor Code §§ 1197 and 1198.

Mr. Ayala and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; Wage Order penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194 and attorney's fees and costs.

2. OVERTIME WAGE VIOLATIONS

Employer's payroll policies and/or practices resulted in Mr. Ayala, Mr. Carrillo and Aggrieved Employees not being compensated for all overtime hours and double-time hours worked.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11080(3)(A)), California Labor Code sections 510(a) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5; Labor Code 558 penalties; and attorneys' fees and costs.

3. MEAL PERIOD VIOLATIONS

Employer failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees with all statutorily-mandated meal periods due to Employer's unlawful meal period policies and/or practices, which (1) failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees an uninterrupted 30-minute meal period before the end of their fifth hour of work, and (2) failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees a second uninterrupted 30-minute meal period before the end of their tenth hour of work.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(11)(A)), California Labor Code §§ 226.7(a), 512(a) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(11)(B)), and California Labor Code sections 226.7(b) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5 and/or other applicable Wage Orders; California Labor Code §§ 558 and 1199 penalties; and attorneys' fees and costs.

4. REST PERIOD VIOLATIONS

Employer also failed to authorize and permit Mr. Ayala, Mr. Carrillo and Aggrieved Employees to take all required rest periods, due to Employer's unlawful rest period policies and/or practices, which failed to authorize and permit Mr. Ayala, Mr. Carrillo and Aggrieved Employees to take rest breaks when they worked more than four (4) hours or a major fraction thereof. Employer required Mr. Ayala, Mr. Carrillo and Aggrieved Employees to work through their rest periods and in the event a rest period was taken, it was often interrupted.

Accordingly, Employer violated Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(12)(B)), California Labor Code sections 226.7(a), 512(a), and 1198.

Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Mr. Ayala, Mr. Carrillo and Aggrieved Employees with an hour of pay at their regular rate for each rest period violation. Accordingly, Employer violated Wage Order 5 (Cal. Code Regs. tit. 8 § 11050(12)(B)) and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5; and/or other applicable Wage Orders, and California Labor Code §§ 558 and 199 penalties; and attorneys' fees and costs.

5. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS

As to each pay period, the timing of payments has been violated since Mr. Ayala, Mr. Carrillo and Aggrieved Employees were not paid all the wages they were owed (minimum wages, overtime wages, meal and rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties and California Labor Code sections 210 and 1199 penalties; and attorneys' fees and costs.

6. TIMING OF FINAL PAYMENT UPON TERMINATION

Employer failed to timely pay Mr. Ayala, Mr. Carrillo and Aggrieved Employees all wages due at the end of their employments because Aggrieved Employees were not paid all minimum wages, overtime wages, or meal and rest break premiums, as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1, 1199, and 2699(f)(2) penalties; and attorney's fees and costs.

7. PAYCHECK STUB VIOLATIONS

Employer knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Ayala, Mr. Carrillo and Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, and total meal and rest premium wages, in violation of Labor Code § 226 *et seq.* At the very least, the paycheck stubs, or wage statements could not have been correct because Employers were paying Mr. Ayala, Mr. Carrillo and Aggrieved employees, partly in cash. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, and 1199 penalties; and attorney's fees and costs.

8. RECORD KEEPING VIOLATIONS

Employer has no accurate records relating to Mr. Ayala, Mr. Carrillo and Aggrieved Employees' work periods, meal periods, rest periods, total daily hours worked, total hours worked per payroll period and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(6)(A)), California Labor Code sections 1198, and 1174(d).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; California Labor Code section 1174.5 penalties; and attorney's fees and costs.

Kind regards,

A handwritten signature in black ink, appearing to read 'Matthew Rabban', with a long horizontal flourish extending to the right.

Matthew Rabban, Esq.

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5810 9531 76)

Fields By Duran
c/o Alejandro Duran
16659 Parthenia Street
North Hills, CA 91343

Agent for Service of Process

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5810 9533 43)

Alejandro Duran
6636 Chimineas Avenue
Reseda, CA 91335

EXHIBIT D



Law Offices of Matthew Rabban
401 Wilshire Blvd. 12th Floor PH • Santa Monica, CA 90401
Telephone (818) 448-5625 • Fax (424) 645-1180
matrabban@hotmail.com

December 22, 2022

VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

First Amended Notice of Labor Code Violations and PAGA Penalties

Re: Alejandro Ayala and Eulises Carrillo v. Fields by Duran, et al.

Dear Representative,

This office represents Alejandro Ayala (“Mr. Ayala”) and Eulises Carrillo (“Mr. Carrillo”) with respect to their claims under the California Labor Code against Fields by Duran, The Standard Design Group Nurseries, Alejandro Duran, David Schneider, and Eugene Ruiz (collectively, “Employer”).

Mr. Ayala has been employed by Employer from approximately May 15, 2020 through August 10, 2022, as a non-exempt foreman employee in the County of Los Angeles, California. Employer compensated Mr. Ayala \$135 a day for a portion of his employment, then \$170 a day for another portion of his employment, then \$200 per day for another portion of his employment, prior to switching Mr. Ayala to a salary.

Mr. Carrillo has been employed by Employer from approximately 2018 through August 10, 2022, as a non-exempt landscaper and/or foreman employee in the County of Los Angeles, California. Employer compensated Mr. Carrillo \$220 per day.

Mr. Ayala and Mr. Carrillo intend to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Ayala and Mr. Carrillo are seeking penalties on behalf of the State of California and similarly aggrieved current/former non-exempt employees of Employer in the State of California (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As outlined below and throughout this complaint, Employer violated several of California's wage and hour laws during Mr. Ayala's and Mr. Carrillo's employment.

At the forefront, Employer did not pay Mr. Ayala and Aggrieved Employees at least the California minimum wage.

Employer also did not conform their pay practices to the requirements of the law by causing Mr. Ayala, Mr. Carrillo and Aggrieved Employees to work in excess of 8 hours per workday, and/or 40 hours per workweek, but failing to compensate Mr. Ayala, Mr. Carrillo and Aggrieved Employees at one and one-half times their regular rate of pay for all overtime hours worked. Employer failed to keep any accurate time records reflecting the actual time worked by Mr. Ayala, Mr. Carrillo and Aggrieved Employees.

Further, Mr. Ayala, Mr. Carrillo and Aggrieved Employees were unable to take legally required meal periods or rest breaks, and Employer never paid Mr. Ayala, Mr. Carrillo or Aggrieved Employees any statutory penalties for failing to provide meal and rest breaks.

1. MINIMUM WAGE VIOLATIONS

Mr. Ayala and Aggrieved Employees were not paid at least the California minimum wage for all hours they were under Employer's control.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 5 (Cal. Code Regs., tit. 8, § 11050(4)(A)); and California Labor Code §§ 1197 and 1198.

Mr. Ayala and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; Wage Order penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194 and attorney's fees and costs.

2. OVERTIME WAGE VIOLATIONS

Employer's payroll policies and/or practices resulted in Mr. Ayala, Mr. Carrillo and Aggrieved Employees not being compensated for all overtime hours and double-time hours worked.

Accordingly, Employer violated the applicable Wage Order including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11080(3)(A)), California Labor Code sections 510(a) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5; Labor Code 558 penalties; and attorneys' fees and costs.

3. MEAL PERIOD VIOLATIONS

Employer failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees with all statutorily-mandated meal periods due to Employer's unlawful meal period policies and/or practices, which (1) failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees an uninterrupted 30-minute meal period before the end of their fifth hour of work, and (2) failed to provide Mr. Ayala, Mr. Carrillo and Aggrieved Employees a second uninterrupted 30-minute meal period before the end of their tenth hour of work.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(11)(A)), California Labor Code §§ 226.7(a), 512(a) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(11)(B)), and California Labor Code sections 226.7(b) and 1198.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5 and/or other applicable Wage Orders; California Labor Code §§ 558 and 1199 penalties; and attorneys' fees and costs.

4. REST PERIOD VIOLATIONS

Employer also failed to authorize and permit Mr. Ayala, Mr. Carrillo and Aggrieved Employees to take all required rest periods, due to Employer's unlawful rest period policies and/or practices, which failed to authorize and permit Mr. Ayala, Mr. Carrillo and Aggrieved Employees to take rest breaks when they worked more than four (4) hours or a major fraction thereof. Employer required Mr. Ayala, Mr. Carrillo and Aggrieved Employees to work through their rest periods and in the event a rest period was taken, it was often interrupted.

Accordingly, Employer violated Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(12)(B)), California Labor Code sections 226.7(a), 512(a), and 1198.

Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Mr. Ayala, Mr. Carrillo and Aggrieved Employees with an hour of pay at their regular rate for each rest period violation. Accordingly, Employer violated Wage Order 5 (Cal. Code Regs. tit. 8 § 11050(12)(B)) and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5; and/or other applicable Wage Orders, and California Labor Code §§ 558 and 199 penalties; and attorneys' fees and costs.

5. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS

As to each pay period, the timing of payments has been violated since Mr. Ayala, Mr. Carrillo and Aggrieved Employees were not paid all the wages they were owed (minimum wages, overtime wages, meal and rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties and California Labor Code sections 210 and 1199 penalties; and attorneys' fees and costs.

6. TIMING OF FINAL PAYMENT UPON TERMINATION

Employer failed to timely pay Mr. Ayala, Mr. Carrillo and Aggrieved Employees all wages due at the end of their employments because Aggrieved Employees were not paid all minimum wages, overtime wages, or meal and rest break premiums, as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1, 1199, and 2699(f)(2) penalties; and attorney's fees and costs.

7. PAYCHECK STUB VIOLATIONS

Employer knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Ayala, Mr. Carrillo and Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, and total meal and rest premium wages, in violation of Labor Code § 226 *et seq.* At the very least, the paycheck stubs, or wage statements could not have been correct because Employers were paying Mr. Ayala, Mr. Carrillo and Aggrieved employees, partly in cash. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, and 1199 penalties; and attorney's fees and costs.

8. RECORD KEEPING VIOLATIONS

Employer has no accurate records relating to Mr. Ayala, Mr. Carrillo and Aggrieved Employees' work periods, meal periods, rest periods, total daily hours worked, total hours worked per payroll period and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 5 (Cal. Code Regs. tit. 8 § 11050(6)(A)), California Labor Code sections 1198, and 1174(d).

Mr. Ayala, Mr. Carrillo and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 5, and/or other applicable Wage Orders; California Labor Code section 1174.5 penalties; and attorney's fees and costs.

Kind regards,



Matthew Rabban, Esq.

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5832 3497 42)

Fields By Duran
c/o Alejandro Duran
16659 Parthenia Street
North Hills, CA 91343

Agent for Service of Process

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5832 3499 88)

Alejandro Duran
6636 Chimineas Avenue
Reseda, CA 91335

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5832 3496 05)

The Standard Design Group Nurseries
16133 Ventura Blvd., Suite 920
Encino, CA 91436

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5832 3491 48)

The Standard Design Group Nurseries
c/o Steven Pickett
5716 Corsa Ave., Suite 110
Westlake Village, CA 91362

EXHIBIT E



Law Offices of Matthew Rabban
401 Wilshire Blvd. 12th Floor PH • Santa Monica, CA 90401
Telephone (818) 448-5625 • Fax (424) 645-1180
matrabban@hotmail.com

January 25, 2024

VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

Second Amended Notice of Labor Code Violations and PAGA Penalties

Re: Alejandro Ayala and Ulises Carrillo-Cuercuera v. Fields by Duran, et al.

Dear Representative,

This office represents Alejandro Ayala (“Mr. Ayala”) and Ulises Carrillo-Cuercuera (“Mr. Carrillo”) with respect to their claims under the California Labor Code against Fields by Duran, The Standard Design Group Nurseries, Alejandro Duran, David Schneider, and Eugene Ruiz (collectively, “Employer”).

Plaintiff Ulises Carrillo-Cuercuera hereby submits this second amended notice of Labor Code Violations and PAGA Penalties, to amend his name which is now being corrected from the previous name of Eulises Carrillo, due to translator error. His claims remain the same from the First Amended Notice.

Kind regards,

Matthew Rabban, Esq.

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5405 9143 77)

Fields By Duran
c/o Alejandro Duran
16659 Parthenia Street
North Hills, CA 91343

Agent for Service of Process

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5405 9144 83)

Alejandro Duran
6636 Chimineas Avenue
Reseda, CA 91335

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5405 9152 99)

The Standard Design Group Nurseries
16133 Ventura Blvd., Suite 920
Encino, CA 91436

Notice Provided to Employer via Certified Mail
(Tracking No. 9407 1118 9876 5405 9156 57)

The Standard Design Group Nurseries
c/o Steven Pickett
5716 Corsa Ave., Suite 110
Westlake Village, CA 91362

DECLARATION OF EUGENE RUIZ

I, EUGENE RUIZ, hereby declare as follows:

1. I am over the age of eighteen and a resident of Missoula, Montana. This declaration is submitted in support of Plaintiffs’ Motion for Approval of PAGA Settlement. I know the following statements to be true based on my own personal knowledge and, if called and sworn as a witness, I could and would testify competently to the truth thereof.

Foundation

2. I am the Chief Financial Officer of the Standard Design Group Nurseries, Inc., a California corporation (“TSDGN”), and have served in that capacity on a full time basis for almost four years dating back to March 2021. My job responsibilities are wide and varied, and include strategizing to grow revenues, acquire farm inventory, improving capital structures, negotiating lines of credit and loans with national banks and implementing appropriate accounting process. Over my career I have handled numerous acquisitions and asset purchases, improving income statement performance while managing tax liabilities and increasing profitability for the companies who have engaged my services. In addition to the foregoing, during my tenure at TSDGN I have worked closely with the Chief Executive Officer and the Chief Operating Officer hiring, managing and overseeing personnel issues (including the most recent round of economy driven layoffs). It is through this oversight of personnel matters that I have acquired the requisite personal knowledge to provided the following facts and information.

Knowledge of Third-Party Contractor Fields by Duran

3. TSDGN is a farming and nursery company that staffs, grows and operates wholesale and retail nurseries in Southern California. TSDGN facilitates the sale of product by subcontracting the installation of larger plant material to a separate company known Fields by Duran which is owned and operated by Alejandro Duran, both of whom are named as defendants in this lawsuit. TSDGN does not now and never has employed either of the plaintiffs, Alejandro Ayala or Eulises Carillo (the “Plaintiffs”), and at no time did TSDGN ever pay the Plaintiffs, or any of them.

1 Wage & Hour Law Compliance Closely Monitored

2 4. Beginning upon the initiation of my tenure with TSDGN and continuing throughout
3 the history of this case, I have regularly reviewed the business records of TSDGN related to
4 Plaintiffs' causes of action for alleged California Labor Code "wage and hour" violations, including
5 their PAGA causes of action. I am aware of, and knowledgeable about, TSDGN's employment
6 policies and management of its employees, both currently and during the time period at issue raised
7 in Plaintiffs' Complaint. TSDGN vigorously disputed liability in this case principally because
8 neither of the Plaintiffs were employed by it, but secondarily because its employees are closely
9 monitored to ensure full and complete compliance with California Labor Code "wage and hour"
10 laws and regulations. TSDGN tracks, records and reports the hours worked by its employees and
11 coordinates required rest periods and meal periods for its employees. TSDGN also does not at all
12 request or encourage any employees to miss any breaks.

13 TSDGN Fully Compliant With Wage & Hour Laws

14 5. I have considered the issues raised by Plaintiffs' Complaint, have reviewed
15 TSDGN's files, and have ensured TSDGN is in compliance with the California Labor Code
16 Sections alleged as violations in Plaintiff's Complaint, including, but not limited to, establishing
17 that TSDGN is in compliance with its payroll obligations, including, but not limited to, providing
18 all employees with itemized statements of earnings and deductions. I have also established that
19 TSDGN is in compliance with its obligations related to California employee travel time pay and
20 overtime pay.
21

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct and that this declaration was executed on December 3, 2024, at Missoula,
25 Montana.

26 DocuSigned by:
Eugene Ruiz
00DA11E41F1C4B1

27 EUGENE RUIZ
28

DECLARATION OF ALEJANDRO DURAN

I, Alejandro Duran, declare:

1. I am over the age of eighteen and am a resident of Los Angeles, California. I am the President of Fields By Duran, Inc. I am represented by defense counsel Joshua Mizrahi and his firm, Buchalter, APC, in this case. If called as a witness, I could and would competently testify to all facts within my personal knowledge except where stated upon information and belief. This declaration is submitted in support of Plaintiffs' Motion for Approval of PAGA Settlement.

2. Beginning upon the initiation of this case and continuing throughout its history, I have reviewed the business records of Fields By Duran, Inc. related to Plaintiffs' causes of action for California Labor Code violations including the PAGA causes of action.

3. I am aware of, and knowledgeable about, Fields By Duran, Inc.'s employment policies and management of its employees both currently and during the period at issue raised in Plaintiffs' complaint.

4. I have considered the issues raised by Plaintiffs' complaint, have reviewed Fields By Duran, Inc.'s files, and have ensured Fields By Duran, Inc. is in compliance with the California Labor Code Sections alleged as violations in Plaintiff's complaint, including, but not limited to, establishing that Fields By Duran, Inc. is in compliance with its payroll obligations, including, but not limited to, providing all employees with itemized statements of earnings and deductions.

5. I have also established that Fields By Duran, Inc. is in compliance with its obligations related to California employee travel time pay and overtime pay.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on December 3, 2024, in Los Angeles, California

4 Signed by:
5 
6 656DA734063048A...

Alejandro Duran

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Make a Reservation

ALEJANDRO AYALA, et al. vs FIELDS BY DURAN, et al.

Case Number: 23STCV09778 Case Type: Civil Unlimited Category: Other Employment Complaint Case

Date Filed: 2023-05-02 Location: Stanley Mosk Courthouse - Department 36

Reservation

Case Name: ALEJANDRO AYALA, et al. vs FIELDS BY DURAN, et al.	Case Number: 23STCV09778
Type: Motion re: (for Approval of PAGA Settlement)	Status: RESERVED
Filing Party: Alejandro Ayala (Plaintiff)	Location: Stanley Mosk Courthouse - Department 36
Date/Time: 04/01/2025 8:30 AM	Number of Motions: 1
Reservation ID: 737112652611	Confirmation Code: CR-FUYJFMMXIBYYTKSS

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt

Reserve Another Hearing

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is LAW OFFICES OF MATTHEW RABBAN, APC, 401 Wilshire Blvd., 12th Floor PH, Santa Monica, CA 90401.

On **January 22, 2025**, I served the document(s) described as:

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND REASONABLE ATTORNEYS' FEES, COSTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MATTHEW RABBAN; DECLARATION OF EUGENE RUIZ; DECLARATION OF ALEJANDRO DURAN; [PROPOSED] ORDER

on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☐ to interested parties as follows ☒ as stated on the attached service list:

See Attached Service List

☒ **BY ELECTRONIC MAIL:** I caused a copy of the document(s) to be sent to the persons at the email addresses listed above, or the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **January 22, 2025**, at Los Angeles, California.

Matthew Rabban

Name

Signature

Service List

Joshua Mizrahi, Esq.
BUCHALTER, APC
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
jmizrahi@buchalter.com
Attorney for Defendants
FIELDS BY DURAN, ALEJANDRO DURAN

Barry B. Kaufman, Esq.
Law Offices of Barry B. Kaufman, APC
16133 Ventura Blvd., Suite 700
Encino, CA 91436
barry@barrybkaufman.com
Attorney for Defendant
THE STANDARD DESIGN GROUP NURSERIES