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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ARNULDO AVELIO ARGUETA, as an
individual and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

EXCEL LANDSCAPE, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. CVRI2302720

*[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: October 28, 2024
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 779409554860

Complaint filed: May 24, 2023
Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

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

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; preparing for and taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; opposing motions for summary judgment, as well as drafting a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In each year from 2018-2023, Thomson Reuters and Los Angeles Magazine
21 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
22 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
23 attorneys under the age of forty in Southern California each year.

24 7. As counsel for Plaintiff and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. Defendant Excel Landscape, Inc. (“Excel”) specializes in residential, commercial,
28 and municipal landscape maintenance and serves locations throughout Southern California.

1 Plaintiff worked for Excel as a non-exempt employee from approximately January 2021 until
2 approximately January 2023. Plaintiff, like all Aggrieved Employees, was employed by Excel as
3 non-exempt during the PAGA Period and was subject to Excel's wage and hour policies and
4 practices.

5 9. On May 24, 2023, Plaintiff filed the instant action, alleging violations of the
6 California Labor Code for: (1) minimum wage violations; (2) failure to pay all overtime wages;
7 (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting
8 time penalties; and (7) unfair competition. That same day, Plaintiff submitted his notification
9 letter to the California Labor & Workforce Development Agency ("LWDA") and Excel regarding
10 Excel's alleged Labor Code violations and his intent to pursue a PAGA representative action, as
11 required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of
12 Plaintiff's May 24, 2023 pre-filing letter to the LWDA. On July 24, 2023, after exhausting his
13 pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed the operative
14 First Amended Class and Representative Action Complaint in this Court. Shortly after the class
15 action complaint was filed, Excel produced an arbitration agreement that Plaintiff signed during
16 his employment with Excel. In light of this arbitration agreement, Plaintiff requested dismissal of
17 his class claims without prejudice, which the Court ordered on August 31, 2023.

18 10. On February 15, 2024, the Parties participated in mediation before mediator
19 Steven G. Mehta, Esq. In connection with mediation, Excel informally produced information and
20 documents pertaining to Plaintiff and other Aggrieved Employees, including, but not limited to,
21 payroll and timekeeping records for Plaintiff and a representative sample of Aggrieved
22 Employees during the PAGA Period; several data points including the number of Aggrieved
23 Employees and the number of aggregate pay periods worked by Aggrieved Employees during the
24 PAGA Period; and its employee handbook and other written policies in effect during the PAGA
25 Period, in order for Plaintiff's counsel to investigate Plaintiff's allegations and value the claims
26 prior to mediation. Plaintiff conducted a comprehensive analysis and extrapolation of the data
27 produced by Excel to calculate Excel's potential PAGA exposure, used this analysis to evaluate
28 Plaintiff's claims, and drafted a comprehensive mediation brief.

1 11. During mediation, the parties vigorously debated Plaintiff's ability to proceed on
2 a representative basis, the legal basis for Plaintiff's claims and Excel's defenses, the potential
3 amount of penalties, and the Parties' data analyses and conclusions based thereon. With the
4 assistance of Mr. Mehta, the Parties agreed to fully and finally resolve Plaintiff's PAGA claim.
5 Over the following months, the parties negotiated and finalized the Settlement now before the
6 Court.

7 12. A true and correct copy of the fully-executed Settlement Agreement is attached
8 hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with
9 their settlement payments is attached as **Exhibit A** to the Settlement Agreement. The Settlement
10 provides for a non-reversionary Gross Settlement Amount ("GSA") of \$300,000.00. After
11 deducting amounts for requested attorneys' fees (\$100,000.00), litigation costs (\$11,978.21),
12 Plaintiff's Enhancement Payments (\$7,500.00), and settlement administration costs (\$5,250.00),
13 the Settlement provides for distribution of a Net Settlement Amount ("NSA") of approximately
14 \$175,271.79 to be paid to Aggrieved Employees and the LWDA. The NSA shall be distributed
15 75% (approximately \$131,453.84) to the LWDA, and 25% (approximately \$43,817.95) to
16 Aggrieved Employees based on each Aggrieved Employee's proportional number of pay periods
17 worked during the PAGA Period. There are approximately 389 Aggrieved Employees, resulting
18 in average payments of approximately \$112.64 to each Aggrieved Employee.

19 13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff
20 acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example,
21 with respect to Plaintiff's claim that Excel utilized a timekeeping police/practice that resulted in
22 a systematic underpayment of wages, Excel counters that its timekeeping policies/practice
23 complied with California law and that it has always properly compensated Aggrieved Employees
24 for all hours worked throughout the PAGA Period. Excel further argues no pre-shift or post-shift
25 work was actually being performed, and therefore, employees were paid for all hours actually
26 worked. Finally, Excel also asserts that Plaintiff's minimum wage and overtime claims are not
27 suited for representative treatment, as its timekeeping policies/practices are facially neutral and
28 individualized inquiries would be necessary as to whether employees were in fact underpaid or

overpaid for each workday in question (including whether they were actually working when they were clocked in).

14. With respect to Plaintiff's meal period claims, Excel counters that it maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. Excel further contends that it always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. Thus, Excel argues, any non-compliant meal periods were the result of lawful employee choice, rather than any policy and/or practice of Excel. As for second meal periods, Excel asserts many employees choose to waive their second meal periods on shifts over 10.0 hours but less than 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. Finally, Excel maintains Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and (for second meals) whether they waived the meal period.

15. With respect to Plaintiff's rest period claim, Excel contends that it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Excel policy and/or practice. Excel further argues that Plaintiff's rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Excel argues, given that rest periods are not, and need not, be recorded.

16. As a result of Excel's alleged failure to pay all wages and all meal and rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and itemized wage statements and failure to pay all wages owed at separation. In response, Excel argue that

1 Plaintiff underlying claims will fail and, as a result, the derivative claims will also fail. Excel
2 also maintains that any “derivative” PAGA claims for violations of Labor Code Sections 226 or
3 203 would be entirely duplicative and would be unlikely to be awarded in any significant manner
4 by a Court.

5 17. Excel further maintains that even if the Court awarded PAGA penalties for any of
6 the alleged violations, it would substantially reduce the penalties based on the discretionary
7 factors in Labor Code § 2699(e)(2). Indeed, Excel argues, many courts have reduced PAGA
8 penalties drastically where, as here, the employer presented good-faith defenses and attempted to
9 comply with the law.

10 18. Based on data provided by Excel, there were approximately 10,014 Pay Periods
11 worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff
12 could prove at least one Labor Code violation in each pay period, Plaintiff calculated Excel’s
13 maximum PAGA exposure at \$1,001,400 (10,014 pay periods * \$100 per violation). In light of
14 Excel’s arguments and defenses described above, Plaintiff discounted that figure by 40% for a
15 risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period,
16 and by an additional 45% for risk of the Court reducing penalties, to arrive at a realistic exposure
17 of approximately \$330,462. In the face of Excel’s defenses on the merits and the Court’s
18 discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of \$300,000.00,
19 which represents approximately 90.1% of Plaintiff’s reasonably forecasted total recovery, was
20 clearly in the best interests of the LWDA and the aggrieved employees and was well within the
21 range of reasonableness.

22 19. The request for administration costs of \$5,250.00 is also fair and reasonable.
23 Phoenix Settlement Administrators (“Phoenix”) was selected because it is an experienced
24 settlement administrator and returned a reasonable bid. Moreover, Phoenix will perform several
25 important functions that are integral to the implementation of the Settlement. As detailed in the
26 declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform
27 duties in connection with this Settlement that are integral in effectuating the Settlement and the
28 Notice process. Among other things, Phoenix will calculate each Individual PAGA Payment,

1 update addresses contained in Excel's data, format and translate the Explanatory Letter, and
2 otherwise prepare it for mailing, mail the Explanatory Letter to the Aggrieved Employees, keep
3 the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its
4 requested fee is therefore reasonable.

5 20. My office is requesting attorneys' fees of one-third of the Gross Settlement
6 Amount (i.e., \$100,000.00). Based on my experience in similar wage and hour class and
7 representative PAGA actions in California state courts, fee awards in matters such as this one
8 generally equal about one-third of the gross recovery. In addition, and as explained below and in
9 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
10 expensive, and time-consuming litigation on a purely contingent basis. This case also involved
11 nuanced legal issues, including the legality of Excel's timekeeping practices and obligations to
12 "provide" meal periods and "authorize and permit" rest periods, as well as the availability and
13 amount of PAGA civil penalties for the alleged Labor Code violations. Excel was also represented
14 by experienced wage-and-hour litigation counsel. Thus, the requested fee award is fair, reasonable
15 and adequate and should be approved.

16 21. Since undertaking representation of Plaintiff, my firm has dedicated substantial
17 resources to this litigation without receiving any compensation to date. My office is requesting
18 reimbursement of \$11,978.21 in total costs, which includes an anticipated cost of \$83.40 for the
19 filing and service of the instant Motion. A detailed line-item report of the costs incurred by my
20 office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees,
21 copying costs, mediation fees, and other expenses that were all reasonably incurred in the
22 prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

23 22. In this case, Plaintiff's counsel has a lodestar of approximately \$107,445.00
24 without the use of any multiplier, resulting in a negative multiplier compared to the \$100,000.00
25 fee request. Below is a general summary showing the number of hours of work performed by
26 each attorney and paralegal in my firm on this case. Attached as **Exhibit 4** is a true and correct
27 copy of my law firm's detailed billing records for this case.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$850	4.9	\$4,165.00
Sean M. Blakely (15th Year Attorney)	\$750	65.5	\$49,125.00
Joel M. Gordon (10th Year Attorney)	\$650	76.8	\$49,920.00
Firm Paralegals	\$175	24.2	\$4,235.00
Total Lodestar			\$107,445.00

23. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$850, my proposed hourly rate of \$750, and Mr. Gordon's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5**.

24. I believe the requested \$7,500 enhancement payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Aggrieved Employees. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses and participated in numerous discussions with Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's requested enhancement payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 30, 2024, at El Segundo, California.


Sean M. Blakely

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Arnuldo Argueta (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency, and Defendant Excel Landscape, Inc. (“Defendant” or “Excel”) (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matter titled *Arnuldo Avelio Argueta v. Excel Landscape, Inc.*, Riverside Superior Court, Case No. CVR12302720, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated May 24, 2023.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Excel in California at any time during the PAGA Period. The number of Aggrieved Employees, including Plaintiff, is estimated to be approximately 389 individuals.

3. “Settlement Administrator” means Phoenix Settlement Administrators.

4. “Complaint” means the operative complaint in the Action, which is the First Amended Class and Representative Action Complaint.

5. “Court” means the Superior Court of California for the County of Riverside.

6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which represents the total amount payable under this Settlement Agreement by Excel (subject to the Escalator/PAGA Period Amendment Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$20,000.00; (c) Plaintiff’s enhancement payment up to \$7,500.00; and (d) settlement administration costs up to \$5,250.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from May 24, 2022 through the date of the Court Order granting approval of the PAGA Settlement.

12. “PAGA Released Claims” means all claims for civil penalties that could have been sought by the LWDA for the violations identified in Plaintiff’s pre-filing letter to the LWDA. The violations identified in the pre-filing letter to the LWDA included alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and only to the extent they are alleged in the operative complaint. The PAGA Released Claims do not include any Aggrieved Employee’s claim for wages or damages. The Parties understand and agree that provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

13. “Plaintiff’s Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC.

14. “Released Parties” means Excel and its former, present and future officers, directors, and agents.

II. RECITALS

1. Plaintiff performed work for Excel as a non-exempt employee in California during the PAGA Period and is therefore an Aggrieved Employee.

2. On May 24, 2023, Plaintiff filed a class action complaint titled *Arnuldo Avelio Argueta v. Excel Landscape, Inc.*, Riverside Superior Court, Case No. CVR12302720, asserting multiple claims against Excel for violations of the Labor Code on a class-wide basis.

3. On May 24, 2023, Plaintiff provided written notice to the LWDA and Excel asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA. On July 24, 2023, after exhausting his administrative requirements for bringing a claim under the PAGA, Plaintiff filed a First Amended Class and Representative Action Complaint, which added a claim for PAGA civil penalties.

4. After the Action was filed, Excel met and conferred with Plaintiff’s Counsel about the arbitration agreement and class action waiver previously signed by Plaintiff, and Plaintiff ultimately agreed to dismiss Plaintiff’s class claims without prejudice. The Court ordered Plaintiff’s class claims dismissed without prejudice on August 31, 2023. In response to Plaintiff’s Counsel’s informal discovery requests, Excel provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the claims prior to mediation.

5. On February 15, 2024, the Parties participated in mediation before mediator Steven G. Mehta, Esq. With the assistance of Mr. Mehta, the Parties agreed to fully and finally resolve Plaintiff’s PAGA claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or an admission by Excel that Plaintiff's claims do have merit, or of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Excel violated any obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, or Business and Professions Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever. Excel specifically disclaims and denies any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Excel shall pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) as the non-reversionary Gross Settlement Amount. Excel will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). Excel shall deposit the Gross Settlement Amount into a Qualified Settlement Account to be established and administrated by the Settlement Administrator and, assuming the Settlement Administrator has timely established such account, agrees to fund the settlement within thirty (30) days of the Court's Order approving the PAGA settlement.

The Gross Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiff's attorneys fees and litigation costs; (3) Plaintiff's enhancement payment; and (4) Settlement administration costs.

3. **Escalator/PAGA Period Amendment Clause.** Excel represents that the number of pay periods worked by Aggrieved Employees during the PAGA Period is 10,014. If the actual number of pay periods is more than 10% greater (i.e., if there are 11,015 or more pay periods), then Excel shall select from one of two options: 1) Excel shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 15% increase in the number of pay periods, Excel would agree to increase the Maximum Settlement Amount by 5%); or 2) the Parties agree that the PAGA Period end date shall coincide with the date immediately following the week in which the actual number of pay periods exceeded 11,015.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Excel will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$100,000) and costs up to \$20,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount

sought for attorneys' fees and costs). Excel, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Plaintiff's Enhancement Payment. Excel will not oppose Plaintiff's request for an enhancement payment of up to \$7,500.00 for serving as the representative plaintiff in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement payment). Excel, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. Excel will not oppose the Settlement Administrator's costs in the amount up to \$5,250.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Excel, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator. If the Settlement Administrator's costs exceed \$5,250.00, then such excess will be paid solely from the Gross Settlement Amount and Excel will not be responsible for paying any additional funds in order to pay these additional costs.

5. Allocation of Net Settlement Amount. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiff and the State of California will release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff and the State of California will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. The Parties understand and agree that provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

7. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had

the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's counsel may reference the Action by referencing only "Anonymous" and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement.** As a condition of settlement, Plaintiff shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within thirty (30) business days after entry of an order approving the settlement, Excel shall provide the Settlement

Administrator with information for Aggrieved Employees. Excel will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Excel's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Excel, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Excel's counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken. None of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for the purpose of any applicable benefit or retirement plan, unless expressly required by such plans.

Excel shall be deemed to fully discharge its obligations under this Settlement to Aggrieved Employees to whom a check is mailed, regardless of whether such checks are actually received and/or negotiated by the recipient.

Neither Plaintiff nor Excel, nor their respective counsel, shall 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.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

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. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall be sent to the State Controller's Office Unclaimed Property Division in the name of the aggrieved employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payment, if any, and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Excel pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Excel, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Riverside, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Riverside.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **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 respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that 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 mediator (Steven G. Mehta) or the Court to resolve such disagreement.

10. **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 one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **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 by experienced counsel. 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.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **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.

15. **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 Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **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 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 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **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 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

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

19. **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.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 06/24/24, 2024

Arnuldo Argueta
Arnuldo Argueta (Jun 24, 2024 20:58 PDT)
Arnuldo Avelio Argueta, Plaintiff

EXCEL LANDSCAPE, INC.

Dated: _____, 2024

By:
Its:

APPROVED AS TO FORM:

Dated: June 25, 2024

HAINES LAW GROUP, APC

By: Sean Blakely
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Arnuldo Avelio Argueta

Dated: August 29, 2024

PETTIT KOHN INGRASSIA LUTZ & DOLIN

By: [Signature]
Thomas S. Ingrassia
John E. Solis
Attorneys for Defendant Excel Landscape, Inc.

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.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____, 2024

Arnuldo Avelio Argueta, Plaintiff

EXCEL LANDSCAPE, INC.

Dated: 7/9, 2024

By: *Jose Alfaro*
Its: *JOSE ALFARO*
PRESIDENT

APPROVED AS TO FORM:

Dated: _____, 2024

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Arnuldo Avelio Argueta

Dated: _____, 2024

PETTIT KOHN INGRASSIA LUTZ & DOLIN

By: _____
Thomas S. Ingrassia
John E. Solis
Attorneys for Defendant Excel Landscape, Inc.

EXHIBIT A

Re: **Arnuldo Avelio Argueta v. Excel Landscape, Inc., et al.**
Superior Court of California for the County of Riverside; Case No. CVR12302720

Date: [REDACTED]/[REDACTED]/2024

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Arnuldo Avelio Argueta v. Excel Landscape, Inc., et al.*, Case No. CVR12302720, pending in the Superior Court of the State of California for the County of Riverside (the “Action”).

The Action was filed against Excel Landscape, Inc. (“Excel”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Arnuldo Avelio Argueta (“Plaintiff”), a former employee of Excel, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Excel owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Excel who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Excel in California from May 24, 2022 through [Preliminary Approval Date] (the “PAGA Period”). Based on Excel’s records, you worked [Number] pay periods during the PAGA Period.

In agreeing to this settlement, Excel does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Excel, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The Release applies to Excel and its former, present and future officers, directors, employees, and agents. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff’s complaint in the Action, including claims for civil penalties under the PAGA based on Excel’s alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and California Industrial Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose during the PAGA Period.

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

Questions? Call toll-free () - [REDACTED]

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 24, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Arnuldo Avelio Argueta v. Excel Landscape, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Arnuldo Avelio Argueta (“Mr. Argueta”) in claims arising from his employment with Excel Landscape, Inc.; and Does 1 through 100 (collectively “Excel Landscape”). Mr. Argueta is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Excel Landscape’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Excel Landscape’s non-exempt employees who worked for Excel Landscape in California during the one year immediately preceding the date of this letter through the present.

Excel Landscape specializes in residential, commercial, and municipal landscape maintenance and serves locations throughout Southern California. Mr. Argueta began working for Excel Landscape as a non-exempt employee in approximately January 2021, and worked until his termination in approximately January 2023.

Throughout Mr. Argueta’s employment with Excel Landscape, Excel Landscape’s timekeeping policies and/or practices resulted in Mr. Argueta and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. For a portion of relevant time period, Excel Landscape required Mr. Argueta and other aggrieved employees to clock out and in through an electronic cellphone application which records employees’ hours worked to the minute. However, upon information and belief, the company-provided phone did not always function, which in turn resulted in Mr. Argueta and other aggrieved employees needing to report their hours worked to their supervisors. Upon information and belief, Excel Landscape’s supervisors did not always accurately record the hours worked when Mr. Argueta or other aggrieved employees were not able to clock in or out on their phone applications, resulting in a failure to compensate for all hours actually worked. Furthermore, Mr. Argueta was regularly required to commence working prior to his

scheduled start time of 6:30 a.m.; however, Excel Landscape did not allow Mr. Argueta to clock in before his scheduled start time, resulting in a further failure to compensate for all hours worked. As a result, Mr. Argueta and other aggrieved employees were not compensated for all earned minimum and overtime wages.

Excel Landscape failed to provide Mr. Argueta and other aggrieved employees with all legally compliant meal periods due to Excel Landscape's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, Mr. Argueta's and other aggrieved employees' meal periods frequently commenced after the completion of five hours of work. Although Mr. Argueta's scheduled shift started at 6:30 a.m. or before, Mr. Argueta was often not provided with a meal period until after 11:30 a.m. Additionally, Excel Landscape's meal period policies/practices do not provide for a second meal period for shifts in excess of 10.0 hours, nor were Mr. Argueta and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. Moreover, Excel Landscape does not keep accurate records of Mr. Argueta's and other aggrieved employees' hours worked, including time records showing when employees take their meal periods. During at least a portion of the relevant time period, Excel Landscape did not require Mr. Argueta and other aggrieved employees to record their meal periods. Instead, upon information and belief, Excel Landscape automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a full 30-minute compliant meal period. On those occasions when Mr. Argueta and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Excel Landscape failed to compensate Mr. Argueta and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Excel Landscape maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their non-exempt employees.

Mr. Argueta and other aggrieved employees were not authorized and permitted to take all required rest periods due to Excel Landscape's unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Mr. Argueta and other aggrieved employees were not able to take their legally compliant rest breaks due to work demands imposed by Excel Landscape. Additionally, although Mr. Argueta and other aggrieved employees occasionally worked shifts in excess of 10.0 hours, Mr. Argueta and other aggrieved employees were not authorized and permitted a third rest period during shifts in excess of 10.0 hours. On those occasions when Mr. Argueta and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Excel Landscape failed to compensate Mr. Argueta and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Excel Landscape maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest

period was not authorized and permitted to its non-exempt employees.

As a result of Excel Landscape's failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Excel Landscape maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Argueta and other aggrieved employees. As a further result of Excel Landscape's failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Excel Landscape failed to timely pay all final wages to Mr. Argueta and other former employees upon their separation of employment from Excel Landscapes. Additionally, Excel Landscape failed to pay Mr. Argueta his accrued sick and vacation time at the separation of Mr. Argueta's employment with Excel Landscape.

As described above, Excel Landscape committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Minimum Wage Violations

Excel Landscape was required to pay Mr. Argueta and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Excel Landscape failed to conform its pay practices to the requirements of the law by failing to pay Mr. Argueta and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Excel Landscape and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Argueta and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Excel Landscape was required to pay Mr. Argueta and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Excel Landscape caused Mr. Argueta and other aggrieved employees to work overtime hours but failed to credit these employees with all overtime hours actually worked. As a result of these policies/practices, Mr. Argueta and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Excel Landscape failed to provide Mr. Argueta and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Argueta and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Excel Landscape also failed to authorize and permit Mr. Argueta and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Argueta and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Excel Landscape was required to furnish Mr. Argueta and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Excel Landscape’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Excel Landscape maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Argueta and other aggrieved employees in violation of Labor Code § 226. Excel Landscape’s failure to comply with its wage statement obligations was knowing and intentional, and Mr. Argueta and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Excel Landscape failed to timely pay Mr. Argueta and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Additionally, Excel Landscape failed to pay Mr. Argueta his

accrued sick and vacation time at the separation of Mr. Argueta's employment with Excel Landscape. Pursuant to Labor Code § 203, Excel Landscape's failure to pay all final wages due to Mr. Argueta and other aggrieved employees was willful and, consequently, entitles Mr. Argueta and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Excel Landscape failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Argueta will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Argueta's own investigation, and on information and belief, Excel Landscape committed and continues to commit the following Labor Code violations:

- a. Excel Landscape violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Argueta and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Excel Landscape violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Argueta and other aggrieved employees all overtime compensation earned;
- c. Excel Landscape violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Argueta and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Excel Landscape violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Argueta and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Argueta and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Excel Landscape violated Labor Code § 226 by failing to furnish Mr. Argueta and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Excel Landscape violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Argueta and other aggrieved employees;
- g. Excel Landscape violated Labor Code § 204 by failing to pay Mr. Argueta and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Excel Landscape violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Argueta and other aggrieved employees.

LWDA
May 24, 2023
Page 6 of 6

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Excel Landscape if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal stroke extending to the right.

Paul K. Haines

cc: Excel Landscape, Inc. (via certified mail)

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Aaron Clark](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, May 24, 2023 2:58:32 PM

5/24/2023

LWDA Case No. LWDA-CM-957280-23
Law Firm : Haines Law Group, APC
Plaintiff Name : Arnuldo Avelio Argueta
Employer: Excel Landscape, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

August 28, 2024

Arnuldo Argueta

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
5/24/2023	IDLC First legal's service fee for: Notice of document quality assurance, Notice of department assignment, Notice of case management conference, Summons, Class action complaint, Civil case cover sheet (Unlimited), Certificate of counsel. Order #: 5327791 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 71.30	71.30
	IDLC First legal's filing fee for: Notice of document quality assurance, Notice of department assignment, Notice of case management conference, Summons, Class action complaint, Civil case cover sheet (Unlimited), Certificate of counsel. Order #: 5327791 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 1,450.00	1,450.00
5/25/2023	IDLC LWDA Filing fee. Order #: ORD-000223293.	1 75.00	75.00
5/26/2023	IDLC First legal's fee for: Notice of posting of jury fees Direct E-filing Order #: 5330132 Base charge + Additional charges + Adv/wit ck + Check charge	1 169.30	169.30
5/31/2023	ALL Postage for May, 2023.	1 20.79	20.79
	ALL Copying cost for May, 2023.	29 0.25	7.25
6/1/2023	IDLC First legal's filing fee for: Summons and complaint Order #: 5334949 Process- Branch 3 days Base charge + PDF/Ship + Fuel charge	1 160.89	160.89

8/28/2024

			<u>Qty/Price</u>	<u>Amount</u>
6/7/2023	IDLC	First legal's filing fee for: Proof of service. Order #: 5340202 Direct E-filing Base charge + Additional charges	1 13.30	13.30
6/8/2023	IDLC	First legal's filing fee for: Proof of service re CMO Order #: 5341985 Direct E-filing Base charge + Additional charges	1 13.30	13.30
6/30/2023	ALL	Postage for July, 2023.	1 2.58	2.58
	IDLC	First legal's filing fee for: Proof of service of notice of department change Direct E-filing Base charge + Additional charges Order #: 5363696	1 13.30	13.30
	ALL	Copying cost for June, 2023.	24 0.25	6.00
7/24/2023	IDLC	One legal's filing fee for: DOCS, Amended complaint Order #: 5385416 Direct E-filing Base charge + Additional charges	1 13.30	13.30
8/29/2023	PKH	Mehta Mediation expense - Invoice #19265 02/15/24 Mediation	1 9,750.00	9,750.00
8/30/2023	IDLC	First legal's filing fee for: Stipulation and [proposed] order to continue case management conference and stay action pending mediation, Declaration of SMB in support of plaintiff's request, proof of service. Order #: 5426869 Direct E-filing Base charge + additional charges + adv/wit ck + Check charge	1 34.10	34.10
8/31/2023	ALL	Copying cost for August, 2023.	2 0.25	0.50
2/29/2024	ALL	Westlaw cost for February, 2024.	1 5.80	5.80
3/6/2024	ALL	First Legal's filing fee for: Joint Notice of Settlement and Stipulation to Continue Case Management Conference; [Proposed] Order; Joint Notice of Settlement and Stipulation to Continue Case Management Conference; [Proposed] Order. Order #: 5642532 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.55	36.55

8/28/2024

			<u>Qty/Price</u>	<u>Amount</u>
6/12/2024	IDLC	First legal's filing fee for: Stipulation to Continue Case Management Conference; [Proposed] Order;Proof of Service. Order #: 5768068 Direct E-filing Base Charge + Additional charges + Adv/wit ck + Check charge	1 36.55	36.55
8/5/2024	IDLC	Riverside County document purchase fee. Transaction ID: 120577677136	1 9.00	9.00
	IDLC	Riverside County document purchase fee. Transaction ID: 120577686053	1 2.00	2.00
	IDLC	Riverside County document purchase fee. Transaction ID: 120577687013	1 4.00	4.00
Total additional charges				<u>\$11,894.81</u>
Balance due				<u><u>\$11,894.81</u></u>

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Arnuldo Avelio Argueta v. Excel Landscape, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	PKH 3.80 hrs @\$850/hr SMB 5.20 hrs @\$750/hr AC 1.90 hrs @\$175/hr	\$7,462.50
Legal research regarding claims and Excel Landscape, drafting class action complaint and LWDA letter; prepare FAC to add PAGA claim.	PKH 1.10 hrs @\$850/hr SMB 8.90 hrs @\$750/hr AC 2.40 hrs @\$175/hr	\$8,030.00
Meeting and conferring with defense counsel regarding case and mediation; drafting mediation requests and sending to opposing counsel; reviewing and organizing mediation data production; conducting detailed review and analysis of timekeeping and payroll records; preparing exposure analysis; drafting mediation brief and preparing for mediation.	SMB 25.30 hrs @\$750/hr JMG 32.50 hrs @\$650/hr AC 15.40 hrs @\$175/hr	\$42,795.00
Attend mediation with Steve Mehta; draft and finalize MOU.	SMB 8.50 hrs @\$750/hr JMG 8.50 hrs @\$650/hr	\$11,900.00
Negotiating and drafting long-form settlement agreement and explanatory letter; meet and confer conferences w/ defense counsel re the same.	SMB 6.60 hrs @\$750/hr JMG 12.70 hrs @\$650/hr	\$13,205.00
Drafting misc. stipulations, statements, and notices.	SMB 1.20 hrs @\$750/hr JMG 3.50 hrs @\$650/hr AC 1.80 hrs @\$175/hr	\$3,490.00
Drafting and filing PAGA approval motion and supporting documents.	SMB 3.80 hrs @\$750/hr JMG 15.60 hrs @\$650/hr AC 2.70 hrs @\$175/hr	\$13,462.50

Telephone calls w/ client regarding case status, updates, and questions.	SMB 2.80 hrs @\$750/hr JMG 1.70 hrs @\$650/hr	\$3,205.00
Misc. telephone conversations with defense counsel regarding case.	SMB 3.20 hrs @\$750/hr JMG 2.30 hrs @\$650/hr	\$3,895.00
TOTAL:		\$107,445.00

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

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