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Attorneys for Plaintiff and the Class

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

GLORIA ARISTONDO, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

PROSPERA MANAGEMENT INC., a  
California corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 30-2023-01334274-CU-OE-CXC

[Assigned for all purposes to the Hon. Layne  
Melzer, Department CX102]

**DECLARATION OF MAX W. GAVRON IN  
SUPPORT OF PLAINTIFF'S MOTION TO  
APPROVE SETTLEMENT AGREEMENT  
PURSUANT TO THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004**

Date: July 10, 2025

Time: 2:00 P.M.

Dept.: CX102

Action Filed: June 30, 2023

Trial Date: None Set

## DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, hereby declare and state as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Gloria Aristondo (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

## PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's counsel has zealously represented the interests of the Aggrieved Employees.

3. On June 5, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant Prospera Management, Inc. (“Prospera”) of her intent to pursue a representative PAGA action on behalf of herself and the State of California, as well as on behalf of other aggrieved employees (the “PAGA Notice”). A true and correct copy of Plaintiff’s June 5, 2023 PAGA Notice is attached herewith as **Exhibit B**. Plaintiff’s PAGA Notice alleged claims for violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802.

4. On June 30, 2023, Plaintiff filed a class action complaint against Prospera asserting claims for violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802, and Business and Professions Code § 17200, *et seq.* (the “Action”). The complaint alleged that Prospera failed to provide off-duty meal and rest breaks, properly calculate the regular rate of pay for the purposes of paying overtime and sick pay, pay all wages owed upon separation of employment, provide accurate itemized wage statements, and reimburse business expenses to employees.

5. Because of an arbitration agreement containing a purported class action waiver, Plaintiff subsequently filed a first amended representative action complaint on September 7, 2023, alleging a single cause of action for violation of Labor Code § 2698, *et seq.*, predicated on underlying violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558,

1 1194, and 2802.

2 6. In January 2024, Prospera filed a motion to compel arbitration of Plaintiff's  
3 individual PAGA claims and stay the Action. The Court granted Prospera's motion on April 5,  
4 2024, and stayed the Action pending resolution of Plaintiff's claims in arbitration.

5 7. On April 17, 2024, Plaintiff filed a demand for arbitration of her individual  
6 PAGA claims against Prospera before JAMS.

7 8. In the Superior Court action, Plaintiff served Requests for Production of  
8 Documents and Special Interrogatories. Among other things, the discovery called for Prospera to  
9 identify their California employees and produce documents regarding Defendants' pay, meal and  
10 rest break, time keeping, overtime, sick pay, wage statement, and final pay policies. Prospera  
11 objected that the discovery is premature and improper due to the existence of an enforceable  
12 arbitration agreement. Following meet and confer efforts initiated by Plaintiff, Prospera then  
13 filed its motion to compel arbitration, which the Superior Court granted. In the arbitration,  
14 Plaintiff served Requests for Production of Documents and Special Interrogatories. Prospera  
15 provided responses to the discovery, but also objected to various requests, requiring Plaintiff to  
16 initiate and the parties thereafter to engage in meet and confer efforts.

17 9. Thereafter, the parties agreed to engage in mediation before the Honorable Amy  
18 D. Hogue (Ret.). In connection with the mediation, Prospera provided Plaintiff and her counsel  
19 with information and data to analyze Defendants' potential liability, including the number of  
20 aggrieved employees, number of pay periods at issue, relevant policies, and the time and pay  
21 records of the aggrieved employees. Prospera also provided information regarding its joint  
22 employer partner entities HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC,  
23 HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC. Through the negotiations,  
24 Defendants provided a declaration from the President of Prospera Management, Inc., which  
25 detailed the relationship between the defendant entities and confirmed the sampling provided by  
26 Defendants for purposes of mediation was taken from the non-exempt California employees of  
27 Defendants collectively.

28 10. Based on this information, the Parties conducted settlement negotiations.

1           11.     The Parties engaged in mediation on February 18, 2025. The Parties spoke at  
2 length about the strengths and weaknesses of each side’s claims and defenses and the scope of  
3 each Defendants’ liability. Continued negotiations post-mediation resulted in an agreement in  
4 principle and the signing of a memorandum of understanding between the Parties.

5           12.     The Parties subsequently entered into the PAGA Settlement Agreement to resolve  
6 Plaintiff’s PAGA claims in their entirety. A true and correct copy of the PAGA Settlement  
7 Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is attached herewith as  
8 **Exhibit A.**

9           13.     The Parties entered into a separate confidential settlement agreement to resolve  
10 Plaintiff’s individual Labor Code claims. Plaintiff is prepared to submit the confidential  
11 individual settlement agreement for the Court’s review, in camera, if requested to do so.

12           14.     In connection with the Parties’ settlement, on March 5, 2025, Plaintiff filed a  
13 supplemental PAGA Notice with the LWDA, naming HP Anaheim, LP, NPL Anaheim  
14 Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside  
15 765, LLC as additional employers against whom Plaintiff alleges the above-referenced Labor  
16 Code claims. A true and correct copy of Plaintiff’s March 5, 2025 PAGA Notice is attached  
17 herewith as **Exhibit C.**

18           15.     On May 22, 2025, Plaintiff filed the operative Second Amended Representative  
19 Action Complaint (“Operative Complaint”), naming HP Anaheim, LP, NPL Anaheim  
20 Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside  
21 765, LLC as additional defendants.

#### 22                           **SUMMARY OF THE PROPOSED SETTLEMENT**

23           16.     As defined by the Settlement Agreement, “Aggrieved Employees” means “non-  
24 exempt employees of Defendants who worked in California during the PAGA Period”  
25 (“Aggrieved Employees”). Agreement ¶ 1.4. Based upon Defendants’ records, there are an  
26 estimated 609 Aggrieved Employees who worked an estimated 22,144 pay periods during the  
27 period of June 5, 2022, through February 18, 2025. *Id.* ¶¶ 1.18, 4.1. The PAGA Period is defined  
28 as “the period from June 5, 2022 through the date of entry of order for approval of the Settlement

by the court or April 19, 2025, whichever is earlier.” *Id.* ¶ 1.19. Pursuant to the Agreement, Defendants confirmed that the number of pay periods within the PAGA Period, which ends April 19, 2025, does not trigger the escalator provision.

17. The Settlement Agreement requires Defendants to pay the total amount of Two Hundred Forty-Five Thousand Dollars (\$245,000.00) (the “Gross Settlement Amount”). Agreement ¶ 1.10. The balance of the Gross Settlement Amount remaining after deduction of the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment – the “Net Settlement Amount” or “PAGA Penalties” – will be available for distribution to the LWDA (“LWDA PAGA Payment”) and Aggrieved Employees. *Id.* ¶¶ 3.2, 3.2.1, 3.2.2, 3.2.3. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$98,125.00, will be paid to the LWDA. *Id.* ¶ 3.2.3. The remaining twenty-five percent (25%), or approximately \$32,708.33, will be distributed to the Aggrieved Employees. *Id.*

18. As part of the Settlement Agreement, Defendants do not object to PAGA Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement Amount, *i.e.*, Eighty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$81,666.67), plus up to Twenty-Five Thousand Dollars (\$25,000.00) for reimbursement of litigation costs, subject to the Court finally approving this settlement. Agreement ¶ 3.2.1. PAGA Counsel’s anticipated actual litigation costs total \$13,957.82.

19. Finally, the Settlement Agreement provides for the payment of the costs reasonably incurred by the Settlement Administrator. *Id.* ¶ 3.2.2. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the Settlement, with the administration costs estimated to be \$7,500.00. *Id.* ¶¶ 1.2, 3.2.2.

#### **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

20. Assuming that the Court approves the PAGA Counsel Fees Payment (\$81,666.67), PAGA Counsel Litigation Expenses Payment (\$25,000.00), and Administration Expenses Payment (\$7,500.00), I estimate that the Net Settlement Amount will total \$130,833.33. Seventy-five percent (75%) of the Net Settlement Amount, or approximately

1 \$98125.00, will be paid to the LWDA for PAGA penalties. The remaining twenty-five percent  
2 (25%), or approximately \$32,708.33, will be distributed to Aggrieved Employees.

3 21. Based on the number of Aggrieved Employees, employees will be entitled to  
4 recover, on average, up to \$53.71 each. This average will actually be slightly higher given the  
5 difference in the costs allocated and those actually requested to be reimbursed by Plaintiff's  
6 counsel. The amount any particular Aggrieved Employee will be entitled to recover will be  
7 greater or lower than this average depending on the number of pay periods he or she worked  
8 during the PAGA Period, with some entitled to receive more, and others less. This is fair, as it  
9 directly allocates greater penalties to individual Aggrieved Employees who worked for  
10 Defendants for a longer period of time and therefore who have allegedly suffered greater harm.

### 11 **POTENTIAL CIVIL PENALTIES**

12 22. Prior to mediation, Defendants provided the number of aggrieved employees, the  
13 number of pay periods at issue, and other data for analysis, which permitted Plaintiff to analyze  
14 Defendants' potential exposure and liability. As detailed in the Settlement Agreement, there are  
15 approximately 609 Aggrieved Employees and approximately 22,144 pay periods at issue during  
16 the time encompassed by this settlement. Agreement ¶ 4.1.

17 23. The PAGA's default penalty structure provides \$100 for the initial violation and  
18 \$200 for subsequent violations. Cal. Labor Code § 2699(f).

19 24. Plaintiff asserts that her representative PAGA claim is based on the allegation that  
20 Defendants failed to provide duty-free meal and rest breaks, properly calculate the regular rate of  
21 pay for the purposes of paying overtime and sick pay, pay all wages owed upon separation of  
22 employment, provide accurate itemized wage statements, and reimburse business expenses.

23 25. Defendants disputed Plaintiff's claims. For one, Defendants argued that the  
24 allegations of regular rate violations only applied to the pay periods where an employee was  
25 provided some form of non-discretionary remuneration and also earned overtime, meal period  
26 premiums, and/or sick pay. This necessarily limited the potential exposure on this claim because  
27 the number of pay periods applicable to this theory of liability was limited to approximately  
28 1,296 of the applicable pay periods (or approximately 6%), according to Plaintiff's analysis of

1 the records. Thus, for these claims, if the Court were to award \$100 per pay period with a  
2 violation, the exposure could be as high as \$129,600 [1,296 x \$100]. This, of course, does not  
3 contemplate any defenses regarding whether the remuneration actually should have been  
4 included in the regular rate of pay, or the Court's discretion to reduce penalties, as discussed  
5 below.

6 26. Defendants argued that Plaintiff's claims for meal and rest periods more broadly  
7 failed for a number of reasons. First, Defendants argued that they had facially compliant policies.  
8 *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On  
9 the other hand, the employer is not obligated to police meal breaks and ensure no work thereafter  
10 is performed."). Defendants argued that they had legally compliant written policies, which  
11 satisfied *Brinker* and that any failure to take a legally compliant meal or rest period by  
12 employees was the result of individual choice and thus not capable of resolution through a  
13 representative action. Defendants also disputed that they controlled employees during meal or  
14 rest periods. Moreover, analysis of the time records produced by Defendants demonstrated a high  
15 level of compliance and low meal period facial violation rate of approximately 432 pay periods  
16 out of the total at issue, which further limited the potential chances of success on these claims.

17 27. Defendants also argued that the waiting time penalties are subject to a complete  
18 defense. Defendants argued that a good faith dispute exists as to whether the allegedly underpaid  
19 wages were due to Plaintiff and the Aggrieved Employees considering Defendants' legally  
20 compliant policies. If Defendants were successful on the good faith defense, the Court may not  
21 have awarded waiting time penalties at all. *Naranjo v. Spectrum Sec. Servs., Inc.*, No. S279397,  
22 2024 WL 1979980, at \*1 (Cal. May 6, 2024); *Hill v. Walmart, Inc.*, 32 F.4th 811 (9th Cir. 2022)  
23 (upholding good faith defense because defendant reasonably believed wages were not due and  
24 owing at time of separation of employment); *Chavez v. Converse, Inc.*, 2020 WL 1233919 at \*1  
25 (N.D. Cal. 2020) (holding that an employer's failure to pay is not willful where there is  
26 uncertainty in the law or a "good faith mistaken belief that wages are not owed").

27 28. Plaintiff argued that employees were required to use their cell phones for work-  
28 related tasks. Defendant vehemently denied this contention. Defendant disputes the existence of

1 a common policy that requires employees to use personal cell phones for work-related purposes  
2 because it maintained compliant written reimbursement policies, which rendered this claim  
3 difficult, too.

4 29. If Plaintiff was successful in demonstrating at least one Labor Code violation per  
5 pay period, the maximum exposure could be as high as approximately \$2,214,400. However, the  
6 likelihood of this is low given the difficulties faced above and the Court's inherent discretion to  
7 reduce penalties awarded even where there is a proven violation. Defendants also argued more  
8 broadly that any regular rate violations were the result of its payroll provider's calculations, as  
9 opposed to a policy of Defendants.

10 30. Defendants have indicated that there were approximately 22,144 pay periods at  
11 issue during the time encompassed by this settlement. Agreement ¶ 4.1. Therefore, pursuant to  
12 the PAGA, Plaintiff has calculated maximum exposure to be \$2,214,400.00 if the Court were to  
13 award a \$100 penalty for each pay period encompassed by a violation. However, even if Plaintiff  
14 was to prevail on the merits of the PAGA claim, the potential recovery is uncertain. Pursuant to  
15 Labor Code § 2699(e)(2) the Court can decline to award the full amount of PAGA penalties  
16 where "if, based on the facts and circumstances of the particular case, to do otherwise, would  
17 result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in  
18 the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on  
19 his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%,  
20 citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517  
21 (2018). Upon review, the Court of Appeal found such a reduction to be proper. *Id.* at 539; *see*  
22 *O'Connor*, 2016 WL 4398271 at \*17 (noting that even if PAGA penalties amounted to \$1  
23 billion, such award "could well be reduced, as a court may reduce the penalty when to do  
24 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory").

25 31. Courts routinely award far less than the statutory maximum amount of civil  
26 penalties, even where an underlying violation of the Labor Code is found. Indeed, just very  
27 recently, in the matter of *Magadia v. Wal-Mart Assocs., et al.*, while the trial court imposed  
28 substantial PAGA penalties upon the defendant, such amount still represented reductions of 67%

1 and 80% of the potential PAGA penalties at issue. 2019 U.S. Dist. Lexis 91792 at \*87-\*100.  
2 Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial.

3 32. Here, Plaintiff maintains that there does not exist any reason for reducing PAGA  
4 penalties. However, Plaintiff is aware that Defendants could make a compelling argument to the  
5 contrary.

6 33. The Court's assessment of the proposed settlement must take into account that  
7 any penalties awarded may be subject to substantial reduction. When this is considered, in  
8 conjunction with the history of PAGA settlements, and the fact that Plaintiff may recover  
9 nothing, the proposed settlement is patently reasonable. Indeed, the Gross Settlement Amount is  
10 approximately 11% of the maximum amount of penalties at issue ( $\$245,000 \div \$2,214,400$ ).  
11 Settlement for this reduced value allows for the distribution of penalties in an amount which  
12 accounts for the risk of continued litigation, and Defendants' likely arguments that higher  
13 penalties would have been confiscatory. It also sufficiently deters Defendants from engaging in  
14 similar conduct in the future, which is one of the primary goals of PAGA.

15 34. I strongly believe that Plaintiff can prevail at trial. However, after taking into  
16 account sharply disputed factual and legal issues involved in this litigation, the risks attending  
17 further prosecution, and the substantial benefits to be received pursuant to the compromise and  
18 settlement of the litigation, I have concluded that settlement on the terms set forth in the  
19 Settlement Agreement is appropriate and in the best interests of Plaintiff and the Aggrieved  
20 Employees.

### 21 **ATTORNEY EXPERIENCE**

22 35. My firm has a great deal of experience in wage and hour class action litigation  
23 and has had PAGA settlements approved and been approved as class counsel in a number of  
24 matters.

25 36. My qualifications are as follows: I received a full-tuition scholarship, and  
26 graduated from Southwestern Law School in 2013, magna cum laude. I was in the top 5% of my  
27 class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern  
28 Law Review. I also received awards for achieving the highest grade in my class in several

1 courses. In 2012, I was a full-time extern, at the United States District Court for the Central  
2 District. Immediately after law school, I taught several courses at Southwestern, including  
3 Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four  
4 years.

5 37. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately  
6 September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted  
7 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.  
8 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

9 38. From February 2016, through Fall 2017, I practiced at the international law firm  
10 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50  
11 companies in Multi-District Litigation primarily in the product liability sphere. I also  
12 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary  
13 judgment decision regarding trade secret issues, in addition to working in several other practice  
14 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th  
15 Cir. 2018).

16 39. From September 2017, through September 2018, I served as a law clerk to a  
17 Judge sitting on the United States District Court, Central District of California. I regularly  
18 prepared bench memoranda, on cases involving all types of civil litigation, including regularly  
19 working on wage and hour class actions.

20 40. I am currently an attorney at the law firm Diversity Law Group, P.C., an  
21 employment law firm that has handled numerous wage and hour class and individual actions, on  
22 both plaintiff and defense sides. My current practice focuses on employment matters involving  
23 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior  
24 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the  
25 United States District Courts for the Central, Northern, and Eastern Districts of California. I am  
26 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,  
27 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-  
28 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.

1 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*  
2 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); *Wood v.*  
3 *Reeve Trucking Co., Inc.* (Case No. STK-CV-UOE-2018-0004414, San Joaquin County Superior  
4 Court); *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior  
5 Court), and *Tice v. Trader Joe's Company* (Case No. 20CV00892, Santa Barbara County  
6 Superior Court), *Hyde v. Prime Now LLC*, Alameda County Superior Court Case No.  
7 RG20068286, among others.

8 41. I have been certified as class counsel in a number of cases, including *Smith v.*  
9 *Gold Country Health Center, Inc.* (Case No. PC20180491, El Dorado County Superior Court);  
10 *Pantoja v. RAMCO Enterprises, L.P.* (Case No. M126835, Monterey County Superior Court);  
11 *Quintero v. Wilbur-Ellis Company LLC* (Case No. 23cv002340, Monterey County Superior  
12 Court). I have also assisted in numerous wage and hour class action mediations.

13 42. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of  
14 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,  
15 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our  
16 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019). The related case  
17 decision was *Chavez v. Converse, Inc.*, 772 Fed. Appx. 571 (June 28, 2019).

18 43. To date, I have incurred approximately 70.3 hours in connection with the  
19 litigation of this lawsuit. I also anticipate spending approximately 5 hours after approval  
20 responding to correspondence and phone calls from Aggrieved Employees, the Settlement  
21 Administrator, and Defense Counsel. Attached hereto as **Exhibit D** is a summary of the hours I  
22 have incurred to date.

23 44. The total lodestar for my hours will be approximately \$56,475.00 based on an  
24 hourly rate of \$750.00 per hour 70.3 hours + 5 anticipated hours) x \$750]. I have been approved  
25 at \$700 per hour rate in *Abernathy v. Deacon Construction, LLC*, Santa Clara County Superior  
26 Court Case No. 20CV367327 (February 10, 2025), *Middlebrooks v. Fleetpride, Inc.*, Shasta  
27 County Superior Court, Case No. 23CV-0202247 (March 24, 2025), *Shams v. Revature LLC*,  
28 Santa Clara Superior Court, Case No. 22cv394270 (June 6, 2025). Since January 2024, I was

1 approved at \$650 per hour in *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No. C22-  
2 00641 (April 24, 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew v.*  
3 *BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re*  
4 *See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), *Pevey v. Lumber*  
5 *City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022),  
6 *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No. 19CV001178,  
7 and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No.  
8 21STCV26226 (December 1, 2022), *Hyde v. Prime Now LLC*, Alameda County Superior Court  
9 Case No. RG20068286 (August 11, 2023), among others. Prior to that throughout 2020 and  
10 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises,*  
11 *Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020),  
12 *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169  
13 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior  
14 Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda  
15 County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus Company,*  
16 *LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue*  
17 *Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05858 (August 4,  
18 2021).

19 45. Based on the hours and applicable rate of myself and my co-counsel, PAGA  
20 Counsel's lodestar amount through the finalization of this settlement – without a multiplier – will  
21 be approximately \$113,025.00. This results in a negative multiplier of 0.72, as compared to the  
22 \$81,666.67 fee requested.

### 23 COSTS

24 46. To date, my firm has incurred costs in the amount of \$13,957.82. These costs  
25 were directly incurred in the prosecution of this action, including filing fees, mediation fees,  
26 service of process costs, postage, and copy costs. Attached hereto as **Exhibit E** is a true and  
27 correct copy of the firm's cost report.

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**NOTICE TO THE LWDA**

48. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached as **Exhibit G** is a true and correct copy of the upload confirmation.

## RELATED ACTIONS

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

  
Max W. Gavron

# EXHIBIT A

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between GLORIA ARISTONDO (“Claimant”) and PROSPERA MANAGEMENT, INC. (“PMI”), HP ANAHEIM, LP (“HP ANAHEIM”), NPL ANAHEIM INVESTMENTS, LLC (“NPL ANAHEIM”), HI ANAHEIM, LLC (“HI ANAHEIM”), HH CORNER, LLC (“HH CORNER”), PROSPERA PROPERTIES II, LP (“PROSPERA PROPERTIES”), and BAYSIDE 765, LLC (“BAYSIDE”) (“Respondents”). The term “Party” or “Parties” as used herein shall refer to Claimant, Respondents, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Claimant is a former employee of Respondent PMI. Claimant’s last day worked was January 30, 2023. Claimant resigned on August 22, 2023.

(b) On April 17, 2024, Claimant brought an arbitration action concerning Claimant’s employment with Respondent PMI, which is pending as *Gloria Aristondo v. PMI*, JAMS Arbitration Reference No. 5220005905 (the “Arbitration Action”). In the Arbitration Action, Claimant asserts claims for: Violation Of Labor Code §§ 226.7 and 512; Violation Of Labor Code § 226.7; Violation Of Labor Code §§ 510, 558, and 1194; Violation Of Labor Code §§ 201-203; Violation Of Labor Code § 226(A); Violation Of Labor Code § 2802; Violation Of Business And Professions Code § 17200, *et seq.*; and Violation Of Labor Code § 2698, *et seq.* Claimant seeks damages, penalties, interest, restitution, attorney’s fees and costs.

(c) There has been no determination on the merits of the Arbitration Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against Respondents, including their parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities (collectively, “the Released Parties”) as of the date of Claimant’s execution of this Settlement Agreement in the Arbitration Action.

(d) Claimant also maintains an action pending in the Orange County Superior Court entitled, *Aristondo v. PMI et al.*, Case No. 30-2023-01334274-CU-OE-CXC (the “PAGA Action”), which is explicitly excluded from the scope of this Settlement Agreement and which will be resolved pursuant to a Court-approved PAGA settlement agreement. The Parties agreed to amend the operative Complaint in the PAGA Action to include HP ANAHEIM, NPL ANAHEIM, HI ANAHEIM, HH CORNER, PROSPERA PROPERTIES, and BAYSIDE as additional Defendants subject to the PAGA Action.

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

**Page 2**

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, and for the releases herein, Respondent PMI, on behalf of all Respondents and Released Parties, shall provide to Claimant the total gross sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) within fifteen (15) calendar days of the Effective Date. Consideration will be mailed by Respondent PMI or its counsel to "Diversity Law Group, P.C. Client Trust Account," 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, which shall be reported on an IRS Form 1099-MISC.

(b) The "Effective Date" of this Agreement shall be the date upon which the Court has signed an Order approving the PAGA Settlement in the PAGA Action. The Parties expressly agree that this Agreement, and all the provisions contained herein, shall not become effective until the Effective Date.

(c) The Parties acknowledge that there is a good faith dispute regarding Claimant's allegations of unpaid wages and that the consideration set forth in Section 3(a). above includes a good faith, reasonable compromise, and settlement regarding such claims.

(d) The total amount paid under this agreement will be reported on IRS Form 1099-MISC without withholdings or deductions. Claimant agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Respondents or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Claimant or Claimant's Counsel pursuant to Section 3(a) of this Settlement Agreement. Claimant agrees that Claimant shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Respondents or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

4. **Acknowledgment of Rights and Waivers of Claims Under the Age Discrimination in Employment Act.** Claimant acknowledges that Claimant is knowingly and voluntarily waiving and releasing any rights Claimant may have under the Age Discrimination in Employment Act ("ADEA"). Claimant also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which Claimant was already entitled. Claimant further acknowledges that Claimant has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) Claimant's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Claimant should consult with an attorney prior to executing this Agreement; (c)

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

Page 3

Claimant has at least twenty-one (21) days to consider this Agreement (although Claimant may by Employee's own choice execute this Agreement earlier); (d) Claimant has seven (7) days following Claimant's execution of this Agreement to revoke the Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired. Claimant may revoke this Agreement only by giving formal written notice of Claimant's revocation to Respondents' counsel at [ngolob@fisherphillips.com](mailto:ngolob@fisherphillips.com) and [hthorne@fisherphillips.com](mailto:hthorne@fisherphillips.com), to be received by the close of business on the seventh day following Claimant's execution of this Agreement.

5. **No Consideration Absent Execution of this Agreement.** Claimant understands and agrees that Claimant would not receive the consideration specified in Section 3(a) above, except for Claimant's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

6. **Disbursement/Dismissal of Arbitration Action.**

(a) Respondents' counsel shall make available to Claimant's Counsel the sums described more fully in Section 3(a) above within fifteen (15) calendar days of the Effective Date, provided that Respondent's Counsel receives all of the following: (i) the Settlement Agreement bearing the dates and signatures of Claimant and Claimant's Counsel; and (ii) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for Claimant's Counsel. If the date by which the payment described more fully herein is to be made available to Claimant's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Claimant's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Within two (2) calendar days of Claimant's Counsel's receipt of the settlement sums set forth in Section 3(a) above, Claimant's Counsel shall dismiss the Arbitration Action with prejudice. Claimant's Counsel agrees to take all steps necessary to effectuate the dismissal of the Arbitration Action, with prejudice.

(c) No Party shall claim to be the prevailing party in the Arbitration Action.

7. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of Claims.** Claimant, individually and on behalf of Claimant's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Respondents and the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against the Respondents and the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

**CONFIDENTIAL SETTLEMENT AGREEMENT  
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**Page 4**

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

**Page 5**

- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Claimant is not waiving any rights Claimant may have to: (i) continue with her representative claims for civil penalties under PAGA in the separately pending PAGA Action; (ii) Claimant's own vested accrued employee benefits under Respondents' health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (iii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iv) pursue claims which by law cannot be waived by signing this Settlement Agreement; (v) enforce this Settlement Agreement; or (vi) challenge the validity of this Settlement Agreement.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits, prevents, or otherwise limits Claimant from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, CRD, DLSE, *etc.*) or in any legislative or judicial proceeding, nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Claimant's rights and abilities to contact, communicate with, or report unlawful conduct to federal, state, or local officials for investigation, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law and expressly excluding Claimant's participation in any federal whistleblower programs, Claimant agrees that if such an administrative claim is made, Claimant shall not be entitled to recover any individual monetary relief or other individual remedies.

8. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Claimant expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS****Page 6**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Claimant expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Claimant does not know or suspect to exist in Claimant's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Claimant warrants Claimant has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Claimant has consulted with or had the opportunity to consult with counsel of Claimant's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Claimant understands this Settlement Agreement and the section 1542 waiver, and so Claimant freely and knowingly enters into this Settlement Agreement. Claimant further acknowledges that Claimant later may discover facts different from or in addition to those Claimant now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Claimant agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Claimant expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Claimant relating thereto. Excluded from this Settlement Agreement are the claims pending in the PAGA Action, for which Claimant shall seek Court approval to resolve.

**9. Acknowledgements and Affirmations.**

(a) Claimant affirms that Claimant has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Arbitration Action and the PAGA Action, and that Claimant presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Arbitration Action and the PAGA Action. Nothing in this Settlement Agreement or the acknowledgements and affirmations in this Section 9 is intended to impair Claimant's rights under whistleblower laws or cause Claimant to disclose Claimant's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

**10. Limited Disclosure.**

(a) Claimant agrees that Claimant will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

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allegations that were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Respondents unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 10 create no liability for disclosures made: (i) prior to Claimant's execution of this Settlement Agreement; (ii) by persons from public information released prior to Claimant's execution of this Settlement Agreement; (iii) pursuant to Section[s] 13(b) or 13(c) below to enforce the terms of this Settlement Agreement; (iv) as necessary to serve as a representative under the PAGA in the PAGA Action; (v) as otherwise compelled by operation of law. Claimant and Claimant's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Claimant and Claimant's Counsel acknowledge the confidentiality provisions of this Section 10 constitute a material inducement to Respondents to enter into this Settlement Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third-party prior to Claimant's execution of this Settlement Agreement.

(c) Claimant is permitted to disclose Confidential Information to Claimant's spouse, tax advisors, and attorneys with whom Claimant chooses to consult regarding Claimant's consideration of this Settlement Agreement. However, each such person to whom Claimant discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Claimant of Section 10(a) above. Claimant also is permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Claimant and Claimant's Counsel only will state that the dispute has been resolved and that they cannot talk about it.

(d) Nothing in this Paragraph shall be interpreted to prevent Claimant from disclosing the information permitted under Code of Civil Procedure § 1001.

11. **Job References.** Claimant shall direct all individuals inquiring about Claimant's employment with Respondents to Respondents' Human Resources Department, which will follow Respondents' policy by responding with only Claimant's last position and dates of employment.

12. **No Transfer/Assignment of Claims.** Claimant warrants and represents that Claimant has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Claimant and Claimant's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

**Page 8**

of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Claimant is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Claimant or Claimant's Counsel under this Settlement Agreement.

**13. Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

(c) It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

**14. Amendment.** This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

**15. Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS  
Page 9**

(d) If Claimant or Respondents fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

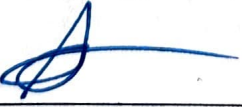
16. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties as to the Arbitration Action, and fully supersedes any prior agreements or understandings between the Parties, except those specifically identified in Section 12, which are incorporated herein by reference. Claimant acknowledges that Claimant has not relied on any representations, promises, or agreements of any kind made to Claimant in connection with Claimant's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement and those that will be set forth in the settlement agreement, which will be subject to court approval in the PAGA Action.

**HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, CLAIMANT FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS CLAIMANT HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.**

**IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:**

Dated: 4/10/2025 By:   
54B7554CB5F84F1...  
GLORIA ARISTONDO

Dated: By:   
Name: **AJESH PATEL**  
For: PROSPERA MANAGEMENT, INC.

Dated: By:   
Name: **AJESH PATEL**  
For: HP ANAHEIM, LP

Dated: By:   
Name: **AJESH PATEL**  
For: NPL ANAHEIM INVESTMENTS, LLC

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

**Page 10**

Dated:

By:   
Name: AJESH PATEL  
For: HI ANAHEIM, LLC

Dated:

By:   
Name: AJESH PATEL  
For: HH CORNER, LLC

Dated:

By:   
Name: AJESH PATEL  
For: PROSPERA PROPERTIES II, LP

Dated:

By:   
Name: AJESH PATEL  
For: BAYSIDE 765, LLC

# EXHIBIT A

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

June 5, 2023

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGA@dir.ca.gov](mailto:PAGA@dir.ca.gov)

Re: Aristondo v. Prospera Management Inc.

To Whom It May Concern:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Gloria Aristondo, on behalf of herself and as a representative on behalf of all current and former aggrieved employees in California (hereinafter collectively referred to as “the employees”) of Prospera Management, Inc. (hereinafter collectively referred to as “the employer”), notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

1. The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked and/or that were often less than 30 uninterrupted minutes because employees were required to work through their meal periods to meet the needs or demands of the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid meal period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

2. The employer also maintained and enforced a uniform policy by which it repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. The employees were expected to remain available at all times to respond to inquiries from, or to perform the needs or demands of,

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

June 5, 2023

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the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid rest period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

3. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for pay periods when the employees were paid overtime wages and were also paid non-discretionary remuneration including, but not limited to, “incentive” pay. Because the employer did not include the value of all non-discretionary remuneration when calculating the regular rate of pay, employees were paid lower wages.

4. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 201, 202, 203, 204, 246 by failing to properly calculate the rate of pay when paying employees sick pay wages during pay periods when the employees also were paid non-discretionary remuneration including, but not limited to, “incentive” pay. As a result of the improper calculation of the sick pay rate of pay, the employer failed to pay all wages owed at the time of separation in violation of Labor Code §§ 201, 202, and 203, and failed to properly identify the correct rate of pay for sick pay wages on the employees’ wage statements in violation of Labor Code § 226.

5. The employer violated Labor Code § 2802 by failing to properly reimburse the employees with an amount sufficient to reimburse for the cost of using personal cellular telephones for work-related purposes, including, but not limited to, tracking their hours worked.

6. As a further result of the violations described above, the overtime rate of pay, meal and rest period premium compensation, as well as the gross and net wages earned as reflected on the employees’ itemized wage statements were inaccurately identified, in violation of Labor Code § 226(a). Specifically, because of the miscalculation and under payment of wages, the wrong rate of overtime was listed, and the gross and net wages earned identified on the wage statements did not accurately reflect correct amount of wages that should have been paid had the overtime rates of pay been accurately calculated.

7. Finally, as a result of the violations described above, the employer also violated Labor Code §§ 201-203 by failing to pay all wages in a timely manner upon separation of employment.

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

June 5, 2023

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Please contact me should you have any questions or comments. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max Gavron".

Max W. Gavron, Esq.  
Nazgole Hashemi, Esq.

cc via certified mail:

Ajesh Patel  
Prospera Management, Inc.  
333 City Blvd. West Suite 2000  
Orange, CA 92868

cc via email:

Nazgole Hashemi, Esq.  
LegalAxxis, Inc.  
2121 Avenue of the Stars, Suite 800  
Century City, CA 90067

# EXHIBIT B

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

March 5, 2025

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGA@dir.ca.gov](mailto:PAGA@dir.ca.gov)

Re: Aristondo v. Prospera Management Inc.  
LWDA Case No. LWDA-CM-959856-23

To Whom It May Concern:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Gloria Aristondo, on behalf of herself and as a representative on behalf of all current and former aggrieved employees in California (hereinafter collectively referred to as “the employees”) of Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC (hereinafter collectively referred to as “the employer”), notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

On June 5, 2023, Ms. Aristondo notified the LWDA of certain alleged violations of the Labor Code. Ms. Aristondo now submits this supplemental notice.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

1. The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked and/or that were often less than 30 uninterrupted minutes because employees were required to work through their meal periods to meet the needs or demands of the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid meal period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 2

2. The employer also maintained and enforced a uniform policy by which it repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. The employees were expected to remain available at all times to respond to inquiries from, or to perform the needs or demands of, the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid rest period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

3. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for pay periods when the employees were paid overtime wages and were also paid non-discretionary remuneration including, but not limited to, “incentive” pay. Because the employer did not include the value of all non-discretionary remuneration when calculating the regular rate of pay, employees were paid lower wages.

4. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 201, 202, 203, 204, 246 by failing to properly calculate the rate of pay when paying employees sick pay wages during pay periods when the employees also were paid non-discretionary remuneration including, but not limited to, “incentive” pay. As a result of the improper calculation of the sick pay rate of pay, the employer failed to pay all wages owed at the time of separation in violation of Labor Code §§ 201, 202, and 203, and failed to properly identify the correct rate of pay for sick pay wages on the employees’ wage statements in violation of Labor Code § 226.

5. The employer violated Labor Code § 2802 by failing to properly reimburse the employees with an amount sufficient to reimburse for the cost of using personal cellular telephones for work-related purposes, including, but not limited to, tracking their hours worked.

6. As a further result of the violations described above, the overtime rate of pay, meal and rest period premium compensation, as well as the gross and net wages earned as reflected on the employees’ itemized wage statements were inaccurately identified, in violation of Labor Code § 226(a). Specifically, because of the miscalculation and under payment of wages, the wrong rate of overtime was listed, and the gross and net wages earned identified on the wage statements did not accurately reflect correct amount of wages that should have been paid had the overtime rates of pay been accurately calculated.

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 3

7. Finally, as a result of the violations described above, the employer also violated Labor Code §§ 201-203 by failing to pay all wages in a timely manner upon separation of employment.

8. On information and belief, Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC are each liable for the Labor Code violations and resulting claims and penalties detailed above under theories of joint employer liability. Specifically, each of these entities has shared control over essential terms and conditions of employment for the employees in that each entity had and exercised the ability to hire and fire employees, set wages and benefits, and direct the day-to-day work activities of those employees; maintained an on-site supervisor for purposes of onboarding and offboarding; and maintained policies and procedures relating to the day-to-day activities and requirements of employment.

Please contact me should you have any questions or comments. Thank you for your attention to this matter.

Sincerely,



Max W. Gavron, Esq.  
Nazgole Hashemi, Esq.

cc via certified mail:

In Care of Harrison Thorne, Esq.,  
Fisher & Phillips

Prospera Management, Inc.  
333 City Blvd. West Suite 2000  
Orange, CA 92868

HP Anaheim, LP  
333 City Blvd. West Suite 2000  
Orange, CA 92868

NPL Anaheim Investments  
333 City Blvd. West Suite 2000  
Orange, CA 92868

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 4

HI Anaheim, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

HH Corner, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

Prospera Properties II, LP  
333 City Blvd. West Suite 1900  
Orange, CA 92868

Bayside 765, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

# EXHIBIT C

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

The parties to a lawsuit entitled *Gloria Aristondo v. Prospera Management, Inc., et al.*, filed in the Superior Court of the State of California for the County of Orange, Case No. 30-2023-01334274-cu-oe-cxc (the “Action”), have reached a settlement that affects you. Plaintiff Gloria Aristondo (“Plaintiff”), as a proxy of the State of California and on behalf the Aggrieved Employees, filed suit against Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC (together, “Defendants”) for alleged Labor Code violations. The “Aggrieved Employees” is defined to include non-exempt employees of Defendants who worked in California during the between June 5, 2022, and April 19, 2025 (the “PAGA Period”).

Generally, Plaintiff sought civil penalties under the California Private Attorneys General Act (“PAGA”), claiming that Defendants failed to provide off-duty meal and rest breaks, properly calculate the regular rate of pay for the purposes of paying overtime and sick pay, pay all wages owed upon separation of employment, provide accurate itemized wage statements, and reimburse business expenses to employees.

Defendants deny each of Plaintiff’s claims. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendants agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all Aggrieved Employees, released the Released Parties from any and all claims for civil penalties under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, reasonably arising out of the facts alleged in the Second Amended Complaint or the PAGA Notices submitted in connection with the Action, including failure to pay all wages and hours worked, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, failure to maintain accurate records, waiting time penalties, failure to reimburse necessary business expenditures, and failure to timely pay wages (i.e., Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802) (the “Released PAGA Claims”). The Released PAGA Claims only applies to claims for civil penalties under PAGA, and not any other claim or right that you may have.

The Released Parties are Defendants Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC as named by Plaintiff in the Amended PAGA Letter and Second Amended Complaint, and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, predecessors, successors, and assigns.

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred eighty (180) days. The funds from checks that remain uncashed after 180 days will be sent to the California State Controllers’ Office Unclaimed Property Fund in the name of individual(s) to whom the funds relate. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You are solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Settlement Administrator  
Address  
Address  
Telephone

or Plaintiff's Counsel

Max W. Gavron (State Bar No. 291697)  
mgavron@diversitylaw.com  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
mgavron@diversitylaw.com

Nazgole Hashemi, Esq. (State Bar No. 291711)  
nhashemi@legalaxxis.com  
Tannaz Hashemi, Esq. (State Bar No. 296640)  
thashemi@legalaxxis.com  
**LEGALAXXIS, INC.**  
2121 Avenue of the Stars, Suite 800  
Century City, CA 90067  
T: (424) 249-3685  
F: (424) 208-0622

# EXHIBIT B

# DIVERSITY LAW GROUP

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515 S. FIGUEROA STREET, SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

June 5, 2023

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGA@dir.ca.gov](mailto:PAGA@dir.ca.gov)

Re: Aristondo v. Prospera Management Inc.

To Whom It May Concern:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Gloria Aristondo, on behalf of herself and as a representative on behalf of all current and former aggrieved employees in California (hereinafter collectively referred to as “the employees”) of Prospera Management, Inc. (hereinafter collectively referred to as “the employer”), notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

1. The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked and/or that were often less than 30 uninterrupted minutes because employees were required to work through their meal periods to meet the needs or demands of the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid meal period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

2. The employer also maintained and enforced a uniform policy by which it repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. The employees were expected to remain available at all times to respond to inquiries from, or to perform the needs or demands of,

# DIVERSITY LAW GROUP

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June 5, 2023

Page 2

the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid rest period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

3. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for pay periods when the employees were paid overtime wages and were also paid non-discretionary remuneration including, but not limited to, “incentive” pay. Because the employer did not include the value of all non-discretionary remuneration when calculating the regular rate of pay, employees were paid lower wages.

4. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 201, 202, 203, 204, 246 by failing to properly calculate the rate of pay when paying employees sick pay wages during pay periods when the employees also were paid non-discretionary remuneration including, but not limited to, “incentive” pay. As a result of the improper calculation of the sick pay rate of pay, the employer failed to pay all wages owed at the time of separation in violation of Labor Code §§ 201, 202, and 203, and failed to properly identify the correct rate of pay for sick pay wages on the employees’ wage statements in violation of Labor Code § 226.

5. The employer violated Labor Code § 2802 by failing to properly reimburse the employees with an amount sufficient to reimburse for the cost of using personal cellular telephones for work-related purposes, including, but not limited to, tracking their hours worked.

6. As a further result of the violations described above, the overtime rate of pay, meal and rest period premium compensation, as well as the gross and net wages earned as reflected on the employees’ itemized wage statements were inaccurately identified, in violation of Labor Code § 226(a). Specifically, because of the miscalculation and under payment of wages, the wrong rate of overtime was listed, and the gross and net wages earned identified on the wage statements did not accurately reflect correct amount of wages that should have been paid had the overtime rates of pay been accurately calculated.

7. Finally, as a result of the violations described above, the employer also violated Labor Code §§ 201-203 by failing to pay all wages in a timely manner upon separation of employment.

**DIVERSITY LAW GROUP**  
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June 5, 2023  
Page 3

Please contact me should you have any questions or comments. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max Gavron".

Max W. Gavron, Esq.  
Nazgole Hashemi, Esq.

cc via certified mail:

Ajesh Patel  
Prospera Management, Inc.  
333 City Blvd. West Suite 2000  
Orange, CA 92868

cc via email:

Nazgole Hashemi, Esq.  
LegalAxxis, Inc.  
2121 Avenue of the Stars, Suite 800  
Century City, CA 90067

# EXHIBIT C

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

March 5, 2025

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGA@dir.ca.gov](mailto:PAGA@dir.ca.gov)

Re: *Aristondo v. Prospera Management Inc.*  
LWDA Case No. LWDA-CM-959856-23

To Whom It May Concern:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Gloria Aristondo, on behalf of herself and as a representative on behalf of all current and former aggrieved employees in California (hereinafter collectively referred to as “the employees”) of Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC (hereinafter collectively referred to as “the employer”), notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

On June 5, 2023, Ms. Aristondo notified the LWDA of certain alleged violations of the Labor Code. Ms. Aristondo now submits this supplemental notice.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

1. The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked and/or that were often less than 30 uninterrupted minutes because employees were required to work through their meal periods to meet the needs or demands of the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid meal period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 2

2. The employer also maintained and enforced a uniform policy by which it repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. The employees were expected to remain available at all times to respond to inquiries from, or to perform the needs or demands of, the employer. Additionally, on information and belief, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order. On information and belief, even when the employer paid rest period premium compensation, it did not do so at the regular rate of compensation because it did not factor in the value of all non-discretionary remuneration, including, but not limited to, “incentive” pay.

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4. Employees earned non-discretionary remuneration other than their hourly rate, including, but not limited to, “incentive” pay. The employer violated Labor Code §§ 201, 202, 203, 204, 246 by failing to properly calculate the rate of pay when paying employees sick pay wages during pay periods when the employees also were paid non-discretionary remuneration including, but not limited to, “incentive” pay. As a result of the improper calculation of the sick pay rate of pay, the employer failed to pay all wages owed at the time of separation in violation of Labor Code §§ 201, 202, and 203, and failed to properly identify the correct rate of pay for sick pay wages on the employees’ wage statements in violation of Labor Code § 226.

5. The employer violated Labor Code § 2802 by failing to properly reimburse the employees with an amount sufficient to reimburse for the cost of using personal cellular telephones for work-related purposes, including, but not limited to, tracking their hours worked.

6. As a further result of the violations described above, the overtime rate of pay, meal and rest period premium compensation, as well as the gross and net wages earned as reflected on the employees’ itemized wage statements were inaccurately identified, in violation of Labor Code § 226(a). Specifically, because of the miscalculation and under payment of wages, the wrong rate of overtime was listed, and the gross and net wages earned identified on the wage statements did not accurately reflect correct amount of wages that should have been paid had the overtime rates of pay been accurately calculated.

# DIVERSITY LAW GROUP

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March 5, 2025

Page 3

7. Finally, as a result of the violations described above, the employer also violated Labor Code §§ 201-203 by failing to pay all wages in a timely manner upon separation of employment.

8. On information and belief, Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC are each liable for the Labor Code violations and resulting claims and penalties detailed above under theories of joint employer liability. Specifically, each of these entities has shared control over essential terms and conditions of employment for the employees in that each entity had and exercised the ability to hire and fire employees, set wages and benefits, and direct the day-to-day work activities of those employees; maintained an on-site supervisor for purposes of onboarding and offboarding; and maintained policies and procedures relating to the day-to-day activities and requirements of employment.

Please contact me should you have any questions or comments. Thank you for your attention to this matter.

Sincerely,



Max W. Gavron, Esq.  
Nazgole Hashemi, Esq.

cc via certified mail:

In Care of Harrison Thorne, Esq.,  
Fisher & Phillips

Prospera Management, Inc.  
333 City Blvd. West Suite 2000  
Orange, CA 92868

HP Anaheim, LP  
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Orange, CA 92868

NPL Anaheim Investments  
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# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 4

HI Anaheim, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

HH Corner, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

Prospera Properties II, LP  
333 City Blvd. West Suite 1900  
Orange, CA 92868

Bayside 765, LLC  
333 City Blvd. West Suite 2000  
Orange, CA 92868

# EXHIBIT D

***Aristondo v. Prospera Management***  
**Max W. Gavron Time and Task Chart**

| <b>Hours</b> | <b>Description of Work</b>                                                                                                                                                                                                                                                             |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.1          | Initial research and review of background facts in preparation for filing of class action claims; draft PAGA letter; confer with co-counsel re theories of liability and conduct research re same; analysis and research re defendant and prior actions; confer with client re claims. |
| 1.1          | Draft and revise Complaint.                                                                                                                                                                                                                                                            |
| 3.4          | Meet and confer regarding arbitration agreement; analyze and review same; conduct legal research to determine whether to dismiss putative class claims considering arbitration agreement; confer with co-counsel re same.                                                              |
| .9           | Draft and revise First Amended Complaint considering arbitration agreement; draft and revise stipulation and proposed order to file same; confer with defense counsel re same; confer with client re same; analyze and review answer.                                                  |
| .5           | Draft and revise case management conference statement; meet and confer re same.                                                                                                                                                                                                        |
| 1.5          | Draft and revise special interrogatories and requests for production to defendant; confer with co-counsel re same.                                                                                                                                                                     |
| 1.1          | Analyze and review Defendant's objections to written discovery; confer with co-counsel re same.                                                                                                                                                                                        |
| 6.9          | Analyze and review Defendant's motion to compel arbitration and supporting documents; conduct legal research re same; confer with co-counsel re strategy for opposition.                                                                                                               |
| 6.9          | Draft and revise opposition to motion to compel arbitration; analyze and review Defendant's reply and supplemental declaration ISO same and conduct legal research; confer with co-counsel re same.                                                                                    |
| .9           | Analyze and review court's tentative ruling; confer with co-counsel re strategy in light of same.                                                                                                                                                                                      |
| 1.5          | Draft and revise demand for arbitration; confer with client re results of motion to compel arbitration; strategy re litigation moving forward.                                                                                                                                         |
| 1.9          | Draft and revise initial disclosures in arbitration; prepare written discovery; analyze and review Defendant's initial disclosures; confer with co-counsel re same.                                                                                                                    |
| 3.1          | Analyze and review Defendants responses to written discovery and document production; further draft and revise meet and confer letter re same.                                                                                                                                         |
| 2.4          | Meet and confer with defense counsel regarding potential for mediation; review and respond to correspondence regarding settlement; conference with co-counsel regarding settlement and setting mediation.                                                                              |

| <b>Hours</b> | <b>Description of Work</b>                                                                                                                                                                                                          |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1          | Prepare data request to Defendants to prepare for mediation.                                                                                                                                                                        |
| 8.5          | Draft and revise mediation brief; conduct legal research re joint employer issue; analyze and review Defendants' document and data production to prepare for same; confer with consultant re data analysis in advance of mediation. |
| 7.0          | Prepare for and participate in mediation.                                                                                                                                                                                           |
| 1.7          | Draft and revise second amended complaint and amended PAGA letter; confer with counsel re same.                                                                                                                                     |
| 6.9          | Review and revise MOU and settlement agreement; prepare correspondence to defense counsel regarding same; conference with co-counsel regarding same.                                                                                |
| 5.9          | Prepare Motion for Approval of PAGA Settlement and supporting declarations.                                                                                                                                                         |
| <b>70.3</b>  | <b>TOTAL HOURS</b>                                                                                                                                                                                                                  |

# EXHIBIT E



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,  
Los Angeles, California, 90071  
lwlee@diversitylaw.com

Invoice # 10144  
Invoice Date 06/10/2025  
Terms Upon Receipt  
Due Date 06/10/2025  
PO #

Invoice Total: 13957.82  
Payment Applied: 0.00  
Total Due: 13957.82

Summary By Type

| Type                 | Description | Subtotal    | Discount | Tax    | Total       |
|----------------------|-------------|-------------|----------|--------|-------------|
| Fees & Other Charges |             | 0.00        | -0.00    | 0.00   | 0.00        |
| Billed Time          |             | 0.00        | -0.00    | 0.00   | 0.00        |
| Expenses             |             | 13957.82    | -0.00    | 0.00   | 13957.82    |
|                      |             | \$13,957.82 | \$0.00   | \$0.00 | \$13,957.82 |

Summary By Matter

| Matter                                        | Fee and Other Charges | Billed Time | Expenses    | Discount | Tax    | Total       |
|-----------------------------------------------|-----------------------|-------------|-------------|----------|--------|-------------|
| Aristondo, Gloria v. Prospera Management Inc. | 0.00                  | 0.00        | 13957.82    | -0.00    | 0.00   | 13957.82    |
|                                               | \$0.00                | \$0.00      | \$13,957.82 | \$0.00   | \$0.00 | \$13,957.82 |

Subtotal: \$13,957.82  
Discount: -\$0.00  
Subtotal after Discount: \$13,957.82  
Taxable Subtotal: \$13,957.82  
Tax: \$0.00  
Total: \$13,957.82  
Payment Applied: \$0.00  
Total Due: \$13,957.82

Notes



# INVOICE

## Diversity Law Group

515 South Figueroa Street, Suite 1250,  
Los Angeles, California, 90071  
lwlee@diversitylaw.com

|              |              |
|--------------|--------------|
| Invoice #    | 10144        |
| Invoice Date | 06/10/2025   |
| Terms        | Upon Receipt |
| Due Date     | 06/10/2025   |
| PO #         |              |

### Terms & Conditions



# INVOICE

## Diversity Law Group

515 South Figueroa Street, Suite 1250,  
Los Angeles, California, 90071  
lwlee@diversitylaw.com

Invoice # 10144  
Invoice Date 06/10/2025  
Terms Upon Receipt  
Due Date 06/10/2025  
PO #

## Summary- Aristondo, Gloria v. Prospera Management Inc. (1100.001)

| Type                 | Description | Amount   |
|----------------------|-------------|----------|
| Fees & Other Charges |             | 0.00     |
| Billed Time          |             | 0.00     |
| Expenses             |             | 13957.82 |

Subtotal: \$13,957.82  
Discount: -\$0.00  
Subtotal after Discount: \$13,957.82  
Taxable Subtotal: \$13,957.82  
Tax: \$0.00  
Total: \$13,957.82

## Details - Aristondo, Gloria v. Prospera Management Inc. (1100.001)

### Expenses

| Category | Date       | Expense Code     | Description                                          | Amount (\$) |
|----------|------------|------------------|------------------------------------------------------|-------------|
|          | 07/05/2023 | Court fees       | OneLegal - ComplaintOneLegal - Complaint             | 1492.98     |
|          | 06/30/2023 | Photocopies      | PhotocopiesPhotocopies                               | 0.75        |
|          | 06/30/2023 | Postage          | PostagePostage                                       | 6.85        |
|          | 07/18/2023 | Court fees       | OneLegal - POS of SummonsOneLegal - POS of Summons   | 15.65       |
|          | 07/21/2023 | Court fees       | OneLegal - Notice of Minute Order                    | 18.74       |
|          | 07/10/2023 | Attorney Service | Attorney Service - Complaint Service                 | 95.74       |
|          | 07/31/2023 | Photocopies      | PhotocopiesPhotocopies                               | 1.50        |
|          | 07/31/2023 | Postage          | PostagePostage                                       | 0.87        |
|          | 09/06/2023 | Court fees       | OneLegal - StipOneLegal - Stip                       | 41.39       |
|          | 09/15/2023 | Court fees       | OneLegal - NOEOneLegal - NOE                         | 20.80       |
|          | 10/18/2023 | Court fees       | OneLegal - CMSOneLegal - CMS                         | 18.48       |
|          | 11/06/2023 | Court fees       | OneLegal - Meet and Confer Statement                 | 21.83       |
|          | 03/25/2024 | Court fees       | OneLegal - DeclOneLegal - Decl                       | 17.71       |
|          | 04/09/2024 | Court fees       | OneLegal - CMSOneLegal - CMS                         | 15.39       |
|          | 03/25/2024 | Court fees       | OneLegal - eservice chargeOneLegal - eservice charge | 4.00        |
|          | 04/09/2024 | Court fees       | OneLegal - eservice chargeOneLegal - eservice charge | 5.00        |



INVOICE

Diversity Law Group

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Los Angeles, California, 90071  
lwlee@diversitylaw.com

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Due Date 06/10/2025  
PO #

| Category                      | Date       | Expense Code          | Description                                                | Amount (\$) |
|-------------------------------|------------|-----------------------|------------------------------------------------------------|-------------|
|                               | 04/17/2024 | Arbitrators/mediators | JAMS - Demand for ArbitrationJAMS - Demand for Arbitration | 411.96      |
|                               | 06/05/2023 | Court fees            | LWDALWDA                                                   | 75.00       |
| E121<br>Arbitrators/mediators | 01/24/2025 |                       | Signature Resolution Mediation                             | 8250.00     |
| Expert Fees                   | 02/20/2025 |                       | Peregrine Economics                                        | 3267.50     |
| Postage and delivery          | 02/28/2025 |                       | Postage                                                    | 0.69        |
| Court Fees                    | 05/23/2025 |                       | OneLegal - SAC (07145535)                                  | 24.99       |
| Court Fees                    | 06/10/2025 |                       | WIP - Filing costs for approval motion                     | 150.00      |
| Subtotal:                     |            |                       |                                                            | \$13,957.82 |
| Total:                        |            |                       |                                                            | \$13,957.82 |

# EXHIBIT F



## CASE ASSUMPTIONS

|                           |                   |
|---------------------------|-------------------|
| Aggrieved Members         | 615               |
| Opt Out Rate              | N/A               |
| Opt Outs Received         |                   |
| Total Aggrieved Claimants | 615               |
| Subtotal Admin Only       | <b>\$7,500.00</b> |

**Not-to-Exceed Total \$7,500.00**

**For 615 Aggrieved Members**

Pricing Good for Scope of Estimate Only

**March 10, 2025**

## Case: Aristondo v Prospera Management PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Max W. Gavron

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: mgavron@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 615 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

| Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS) |          |              |                    |
|---------------------------------------------------------------------|----------|--------------|--------------------|
| Administrative Tasks:                                               | Rate     | Hours/Units  | Line Item Estimate |
| Programming Manager                                                 | \$125.00 | 2            | \$250.00           |
| Programming Database & Setup                                        | \$125.00 | 2            | \$250.00           |
| Toll Free Setup*                                                    | \$98.69  | 1            | \$98.69            |
| Call Center & Long Distance                                         | \$1.75   | 62           | \$107.63           |
| Static Website                                                      | \$275.00 | 1            | \$275.00           |
| NCOA                                                                | \$250.00 | 1            | \$250.00           |
|                                                                     |          | <b>Total</b> | <b>\$1,231.32</b>  |

\* Up to 120 days after disbursement

| Data Merger & Scrub / Notice Packet, Check & Postage |          |              |                    |
|------------------------------------------------------|----------|--------------|--------------------|
| Project Action                                       | Rate     | Hours/Units  | Line Item Estimate |
| Notice Packet Formatting                             | \$125.00 | 2            | \$250.00           |
| Data Merge & Duplication Scrub                       | \$0.25   | 615          | \$153.75           |
| Notice and Check Packet                              | \$1.25   | 615          | \$768.75           |
| Estimated Postage (up to 1 oz.)*                     | \$0.69   | 615          | \$424.35           |
|                                                      |          | <b>Total</b> | <b>\$1,596.85</b>  |

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$50.00 | 4           | \$200.00           |
| Skip Tracing Undeliverables | \$1.50  | 62          | \$92.25            |
| Remail Notice Packets       | \$1.25  | 62          | \$76.88            |
| Estimated Postage           | \$0.69  | 62          | \$42.44            |
| Programming Undeliverables  | \$50.00 | 4           | \$200.00           |
| Total                       |         |             | \$611.56           |

## Database Programming

| Project Action:             | Rate     | Hours/Units | Line Item Estimate |
|-----------------------------|----------|-------------|--------------------|
| Programming Claims Database | \$125.00 | 2           | \$250.00           |
| Case Manager                | \$125.00 | 2           | \$250.00           |
| Total                       |          |             | \$500.00           |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action:            | Rate     | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations   | \$125.00 | 2           | \$250.00           |
| Disbursement Review        | \$125.00 | 2           | \$250.00           |
| Programming Manager        | \$100.00 | 2           | \$200.00           |
| QSF Bank Account & EIN     | \$50.00  | 2           | \$100.00           |
| Check Run Setup & Printing | \$125.00 | 4           | \$500.00           |
| Total                      |          |             | \$1,300.00         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |          |             |                    |
|----------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                                              | Rate     | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$125.00 | 3           | \$375.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50   | 117         | \$175.28           |
| Case Associate                                                                               | \$70.00  | 3           | \$210.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00  | 5           | \$425.00           |
| Conclusion Reports                                                                           | \$75.00  | 2           | \$150.00           |
| Case Manager Conclusion                                                                      | \$125.00 | 2           | \$250.00           |
| Final Reporting & Declarations                                                               | \$125.00 | 1           | \$125.00           |
| QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                                 | \$550.00 | 1           | \$550.00           |
| Total                                                                                        |          |             | \$2,260.28         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Estimate Total: \$7,500.00**



## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

# EXHIBIT G