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**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

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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

1 by the court or April 19, 2025, whichever is earlier.” *Id.* ¶ 1.19. Pursuant to the Agreement,
2 Defendants confirmed that the number of pay periods within the PAGA Period, which ends April
3 19, 2025, does not trigger the escalator provision.

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

14 18. As part of the Settlement Agreement, Defendants do not object to PAGA
15 Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement
16 Amount, *i.e.*, Eighty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
17 (\$81,666.67), plus up to Twenty-Five Thousand Dollars (\$25,000.00) for reimbursement of
18 litigation costs, subject to the Court finally approving this settlement. Agreement ¶ 3.2.1. PAGA
19 Counsel’s anticipated actual litigation costs total \$13,957.82.

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

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

25 20. Assuming that the Court approves the PAGA Counsel Fees Payment
26 (\$81,666.67), PAGA Counsel Litigation Expenses Payment (\$25,000.00), and Administration
27 Expenses Payment (\$7,500.00), I estimate that the Net Settlement Amount will total
28 \$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

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff GLORIA ARISTONDO (“Plaintiff”) and Defendants 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”), (hereinafter “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against PMI captioned *Aristondo v. Prospera Management, Inc., et al.*, Case 30-2023-01334274-CU-OE-CXC, initiated on June 30, 2023 and pending in Superior Court of the State of California, County of Orange.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employees” means non-exempt employees of Defendants who worked in California during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of pay periods worked during the PAGA Period.

1 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and
2 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
3 methods and means including, but not limited to, the National Change of Address database, skip
4 traces, and direct contact by the Administrator with Aggrieved Employees.

5 1.7. "Court" means the Superior Court of California, County of Orange.

6 1.8. "Defense Counsel" means FISHER & PHILLIPS LLP.

7 1.9. "Effective Date" means the date by which both of the following have occurred: (a)
8 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment
9 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
10 enters Judgment if no objections are filed to this settlement or if all objections are withdrawn
11 prior to the Court ruling on them; or (b) sixty-one (61) days after the date of entry of the
12 settlement approval order if objections are filed and overruled and no appeal is taken from the
13 order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the
14 final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement
15 approval order is no longer subject to further judicial review.
16

17 1.10. "Gross Settlement Amount" means Two Hundred Forty Five Thousand Dollars and
18 Zero Cents (\$245,000.00), which is the total amount Defendants agree to pay under the
19 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used
20 to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,
21 PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. In
22 addition to Gross Settlement Amount, Defendants will pay Fifteen Thousand Dollars and Zero
23 Cents (\$15,000.00) to Plaintiff in lieu of arbitrating Plaintiff's individual claims and in
24 consideration for representing Aggrieved Employees and for a general release of all Plaintiff's
25
26
27

1 claims beyond PAGA claims released in this action in accordance with a separate individual
2 settlement and release agreement entered between the Parties.

3 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
4 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved
5 Employee worked during the PAGA Period.

6 1.12. "Judgment" means the judgment entered by the Court based upon the Final
7 Approval.

8 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subd. (i).
10

11 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
12 LWDA under Labor Code section 2699, subd. (i).

13 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
14 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
15 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
16 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as
17 Individual PAGA Payments and is also referred to as the PAGA Penalties.
18

19 1.16. "PAGA Counsel" means DIVERSITY LAW GROUP, P.C. and LEGALXXIS,
20 INC.

21 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
22 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
23 attorneys' fees and expenses, respectively, incurred to prosecute the Action.
24

25 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
26 worked for Defendants for at least one day in California during the PAGA Period.
27

1.19. "PAGA Period" means 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.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's June 5, 2023 and March 5, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit A** and **Exhibit B**.

1.22. "PAGA Penalties" means the Net Settlement Amount, which shall be allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means GLORIA ARISTONDO, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: 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.

2. RECITALS.

2.1 On June 30, 2023, Plaintiff, on behalf of herself and others, filed a complaint alleging class claims against PMI in the Action.

2.2 On September 6, 2024, the Parties filed a Joint Stipulation seeking dismissal of Plaintiff's class claims without prejudice and leave to file an amended complaint including a single cause of action for violation of the PAGA;

2.3 On September 7, 2024, Plaintiff filed a First Amended Complaint including a single cause of action for violation of the PAGA;

2.4 On January 29, 2024, PMI filed a motion to compel arbitration of Plaintiff's individual PAGA claims, and to stay the non-individual PAGA claim;

2.4 On April 5, 2024, the Court granted PMI's motion, thereby staying the non-individual PAGA claim, and compelling Plaintiff to arbitrate her individual PAGA claims;

2.4 On April 17, 2024, Plaintiff initiated an individual arbitration alleging a cause of action for violation of PAGA and individual wage and hour claims;

2.5. On February 18, 2025, the Parties participated in an all-day mediation presided over by Hon. Amy D. Hogue (Ret.), which led to this Agreement to settle the Action.

2.6. Prior to mediation, PMI provided, through informal discovery, time and pay data, policy documents, and additional information regarding the Aggrieved Employees, which Plaintiff's Counsel reviewed and analyzed.

2.8. On March 5, 2025, Plaintiff submitted an Amended PAGA Letter to the LWDA naming 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 defendants.

2.9. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 1.10 and
3 8, Defendants promise to pay Two Hundred Forty Five Thousand Dollars and Zero Cents
4 (\$245,000.00) and no more as the Gross Settlement Amount (utilizing the allocation as set forth
5 in Paragraph 1.10 of this Agreement) to resolve the Released PAGA Claims. Defendants have
6 no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3
7 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
8 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None
9 of the Gross Settlement Amount will revert to Defendants.
10

11 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
12 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
13 the Court in the Final Approval:
14

15 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33
16 1/3%, which is currently estimated to be \$81,666.67, and PAGA Counsel Litigation Expenses
17 Payment of not more than \$25,000. Defendants will not oppose requests for Court approval of
18 these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel
19 will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment
20 with the motion for approval of the Settlement. If the Court approves a PAGA Counsel Fees
21 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested,
22 the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties
23 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim
24 to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
25 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
26
27

1 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
2 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA
3 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
4 Defendants, from any dispute or controversy regarding any division or sharing of any of these
5 Payments.

6 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
7 \$7,500.00 except for showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less or the Court approves payment less than \$7,500.00 the
9 Administrator will retain the remainder to the Net Settlement Amount. Phoenix Settlement
10 Administrators has been selected as the Administrator.

12 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from
13 the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25%
14 allocated to the Individual PAGA Payments.

15 3.2.3.1. The Administrator will calculate each Individual PAGA Payment
16 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the
17 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
18 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
19 Aggrieved Employees (and not Defendants or Released Parties) assume full responsibility and
20 liability for any taxes owed on their Individual PAGA Payment.

22 3.2.3.2. The Administrator will report the Individual PAGA Payments on
23 IRS 1099 Forms.

24 ///

25 ///

26 ///

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants
3 represent there are a total 22,144 PAGA Pay Periods from June 5, 2022 through February 18,
4 2025 and 609 Aggrieved Employees.

5 4.2. Aggrieved Employee Data. Within fourteen (14) calendar days after the Effective
6 Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of
7 a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
8 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
9 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
10 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
11 Employee Data to perform their duties as delineated within this Agreement. Defendants have a
12 continuing duty to notify PAGA Counsel if they discover that the Aggrieved Employee Data
13 omitted employee identifying information and to provide corrected or updated Aggrieved
14 Employee Data as soon as reasonably feasible. Without any extension of the deadline by which
15 Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their
16 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
17 issues related to missing or omitted Aggrieved Employee Data.
18

19 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
20 Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15)
21 calendar days after the Effective Date.
22

23 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
24 after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all
25 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
26 the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of
27

1 the PAGA Counsel Fees Payment and Counsel Litigation Expenses Payment shall not precede
2 disbursement of Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
4 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with
5 the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit C**). The face
6 of each check shall prominently state the date (180 days after the date of mailing) when the check
7 will be voided. The Administrator will cancel all checks not cashed by the void date. Before
8 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
9 using the National Change of Address Database.
10

11 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
12 for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to
14 the USPS forwarding address provided or to an address ascertained through the Aggrieved
15 Employee Address Search. The Administrator need not take further steps to deliver checks to
16 Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator
17 shall promptly send a replacement check to any Aggrieved Employee whose original check was
18 lost or misplaced, requested by the Aggrieved Employee prior to the void date.
19

20 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
21 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
22 by such checks to the California Controller's Unclaimed Property Fund in the name of the
23 Aggrieved Employee.
24

25 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
26 to confer any additional benefits or make any additional payments to the Aggrieved Employees
27 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
28

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Plaintiff's general release payment pursuant to the separate agreement entered between the Parties, Plaintiff, and the State of California will release claims against all Released Parties as follows:

Plaintiff, the Aggrieved Employees, and the California Labor and Workforce Development Agency are deemed to release and discharge 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”).

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff agrees to promptly file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential

1 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
2 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
3 declaration from PAGA Counsel's firm attesting to their timely transmission to the LWDA of all
4 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
5 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
6 section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest
7 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
8 counsel shall aver that they are not aware of any other pending matter or action asserting claims
9 that will be extinguished or adversely affected by the Settlement.
10

11 6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the motion for approval of this Settlement.
13 PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
14

15 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for
16 approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel
17 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
18 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
19 grant the motion for approval of this Settlement or conditions its approval on any material change
20 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
21 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
22 Agreement and otherwise satisfy the Court's concerns.
23

24 **7. SETTLEMENT ADMINISTRATION.**

25 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
26 Administrators to serve as the Administrator and verified that, as a condition of appointment,
27 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
28

1 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
2 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
3 financial or otherwise, with the Administrator other than a professional relationship arising out
4 of prior experiences administering settlements.

5 7.2. Employer Identification Number. The Administrator shall have and use its own
6 Employer Identification Number for purposes of calculating payroll tax withholdings and
7 providing reports state and federal tax authorities.
8

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
10 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
11 section 468B-1.

12 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks
13 to be performed or observed by the Administrator contained in this Agreement or otherwise.

14 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

15 Based on its records, Defendants represents that, as of February 18, 2025, there are 22,144
16 Pay Periods from June 5, 2022 through February 18, 2025. The settlement as negotiated
17 contemplates a PAGA Pay Period count through April 19, 2025 or the date the Court signs an
18 Order approving the PAGA settlement, whichever is earlier. If the number of actual PAGA Pay
19 Periods during the PAGA period exceeds 10% of the estimated pay periods (i.e., exceeds 24,358
20 pay periods), Defendants shall increase the Gross Settlement Amount by a pro-rata dollar value
21 equal to the number of pay periods in excess of 24,358 pay periods. For example, if there is an
22 11% increase in the number of pay periods, the Gross Settlement Amount increases by 1%.
23

24 ///

25 ///

26 ///

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

13

1 10.1. No Admission of Liability or Representative Manageability for Other Purposes.

2 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
3 this Agreement is intended or should be construed as an admission by Defendants that any of the
4 allegations in the Operative Complaint have merit or that Defendants have any liability for any
5 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
6 Defendants' defenses in the Action have merit. The Parties agree that representative treatment
7 is for purposes of this Settlement only. If, for any reason the Court does not approve this
8 Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
9 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
10 willingness to settle the Action will have no bearing on, and will not be admissible in connection
11 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
12 Agreement).

14 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this
15 Agreement together with its attached exhibits shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations, warranties,
17 covenants, or inducements made to or by any Party.

19 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
20 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
21 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
22 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
23 terms of this Agreement including any amendments to this Agreement.

25 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
27 the Settlement Agreement, submitting supplemental evidence and supplementing points and
28

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
2 or content of any document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 10.5. No Prior Assignments. The Parties separately represent and warrant that they have
6 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, Released Parties,
10 nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything
11 in this Settlement be relied upon as such within the meaning of United States Treasury
12 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed by all Parties or their
15 representatives, and approved by the Court.

16 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and
17 inure to the benefit of, the successors of each of the Parties.

18 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will
19 be governed by and interpreted according to the internal laws of the state of California, without
20 regard to conflict of law principles.

21 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
23 basis that the Party was the drafter or participated in the drafting.

1 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA
5 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
6 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
7 negotiations, or in connection with the Settlement, may be used only with respect to this
8 Settlement, and no other purpose, and may not be used in any way that violates any existing
9 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
10 discharges its obligation to pay out of all Settlement funds, including distribution of any funds
11 related to uncashed checks, Plaintiff shall destroy all paper and electronic versions of Aggrieved
12 Employee Data received from Defendants unless, prior to the Administrator's payment of all
13 Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather
14 than the destructions, of Aggrieved Employee Data.
15

16
17 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement
18 is inserted for convenience of reference only and does not constitute a part of this Agreement.

19 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day
22 thereafter.
23

24 10.15. Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:
28

To Plaintiff:

Max W. Gavron
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
mgavron@diversitylaw.com

Nazgole Hashemi
Tannaz Hashemi
LEGALAXXIS, INC.
2121 Avenue of the Stars, Suite 800
Century City, California 90067
Telephone: (424) 249-3685
Facsimile: (424) 208-0622
nhashemi@legalaxxis.com
To Defendants:

Nicole Golob
ngolob@fisherphillips.com
Alyssa L. Graf
agraf@fisherphillips.com
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251
Harrison M. Thorne
hthorne@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

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

themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

10.18. Enforcement. The Parties intend this Agreement to be enforceable pursuant to Code of Civil Procedure § 664.6. Should any party be required to enforce the terms of the Agreement, the prevailing party to such an action shall be entitled to reasonable attorneys' fees and costs.

The Parties hereby execute this Agreement.

Dated:
4/10/2025

By:

Firmado por:

54D7554CB5F84F1...

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

1 Dated: By: 

2 Name: AJESH PATEL
3 For: HI ANAHEIM, LLC

4 Dated: By: 

5 Name: AJESH PATEL
6 For: HH CORNER, LLC

7 Dated: By: 

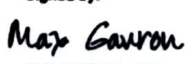
8 Name: AJESH PATEL
9 For: PROSPERA PROPERTIES II, LP

10 Dated: By: 

11 Name: AJESH PATEL
12 For: BAYSIDE 765, LLC

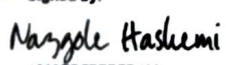
13 AS TO FORM ONLY:

14 Dated: 4/10/2025

15 By: 
16 Signed by: 67F8B43F10CE48B...

17 Max W. Gavron
18 **DIVERSITY LAW GROUP, P. C.**
19 Attorneys for Plaintiff GLORIA ARISTONDO

20 Dated: 4/10/2025

21 By: 
22 Signed by: 1693ED67ED7B489...

23 Nazgole Hashemi
24 **LEGALAXXIS, INC.**
25 Attorneys for Plaintiff GLORIA ARISTONDO

26 Dated: 4/10/25

27 By: 

28 Nicole Golob
Harrison Thorne
Alyssa Graf
FISHER PHILLIPS LLP
Attorneys for 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

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

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 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

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

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

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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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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.

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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
333 City Blvd. West Suite 2000
Orange, CA 92868

NPL Anaheim Investments
333 City Blvd. West Suite 2000
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DIVERSITY LAW GROUP

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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
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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.
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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

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

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:

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June 5, 2023

Page 2

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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

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

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DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 2

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DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

March 5, 2025

Page 3

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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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Orange, CA 92868

DIVERSITY LAW GROUP

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March 5, 2025

Page 4

HI Anaheim, LLC
333 City Blvd. West Suite 2000
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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

Hours	Description of Work
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.

Hours	Description of Work
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.
70.3	TOTAL HOURS

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

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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



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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 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



CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

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

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
		Total	\$1,231.32

* 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
		Total	\$1,596.85

* 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 (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 * (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

Erika Mejia

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, June 11, 2025 12:44 PM
To: Erika Mejia
Subject: Thank you for your Proposed Settlement Submission

06/11/2025 12:43:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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