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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NATANAEL DIAZ, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GOTHIC GROUNDS MANAGEMENT,
INC., a California corporation; GOTHIC
LANDSCAPING, INC., a California
corporation; GOTHIC LANDSCAPE, INC.,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 24STCV03829

Honorable William F. Highberger
Department 10

**DECLARATION OF DANIEL BASS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff
(Natanael Diaz); and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: December 16, 2026
Hearing Time: 11:30 a.m.
Department: 10

Complaint Filed: February 14, 2024
Trial Date: None Set

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Natanael Diaz (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwanian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

1 He has played an integral role in preparing matters for class certification, including and not
2 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
3 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
4 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
5 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
6 representative action cases have resulted in settlements that have been granted court approval.
7 He has handled over one hundred and fifty (150) mediations and has worked on over two
8 hundred and fifty (250) class action or representative action cases which have resulted in
9 settlement.

10 5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since
14 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
15 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S.
16 Supreme Court. She has taken and defended dozens of depositions and successfully handled
17 motion practice in class action cases regarding discovery (including and not limited to, regarding
18 class contact information), class certification (both contested class certification and stipulated
19 class certification), arbitration agreements, coordination, intervention. She has successfully
20 handled briefing and oral argument on appeal and obtained notable decisions regarding the
21 Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v.*
22 *Prudential Overall Supply*, (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7,
23 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8
24 Cal.5th175 (2019). She also has extensive experience with class action and/or representative
25 action settlements. Under her and Edwin Aiwarzian's supervision, the firm has handled the class
26 certification and court approval process for hundreds of class action and/or representative action
27 matters that have successfully resolved. She is a member of the California Employment Lawyers
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1 Association.

2 6. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his
3 Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris
4 Doctor degree from the University of California, Berkeley, School of Law in 2013. He was
5 admitted to practice law in California in 2015. He is admitted to practice before all courts of the
6 State of California and all federal district courts in the State of California. He has worked on
7 many wage and hour class action and PAGA representative matters, and his work has included,
8 *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting,
9 negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice,
10 claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for*
11 Justice, PC, he spent several years working for a boutique employment and labor law firm
12 representing employers, and, in 2019 and 2020, he was employed as general counsel for a
13 DMHC licensed discount dental plan.

14 7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science
15 degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from
16 Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor of
17 the Law Review and as a member of the Note Selection Committee. I am admitted to practice
18 before all courts in the State of California, and all U.S. District Courts in California. From 2014
19 through and including the present, my practice consisted almost exclusively of complex wage
20 and hour class action and PAGA action matters in California. I have worked at several plaintiffs'
21 side law firms, and started the employment practice at one of them. I have taken and defended
22 dozens of depositions and have successfully handled motion practice in class action and PAGA
23 cases regarding discovery (including and not limited to motions regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), dispositive motions, arbitration agreements, coordination, and intervention. I have
26 successfully handled a complex wage and hour class action and PAGA case at every step prior to
27 trial. I also successfully handled briefing on appeals, including employer efforts to compel
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arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over fifty (50) cases.

THE LAWSUIT

8. Defendant is headquartered in Valenica, California and offers landscaping construction, management, environmental restoration, and sustainable environments throughout California, Arizona and Nevada. Plaintiff Natanael Diaz is a former employee of Defendant.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Natanael Diaz that was dated December 11, 2023 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 1.**”

10. On February 14, 2024, Plaintiffs filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”) against Defendant in the Los Angeles County Superior Court (“Court”), Case No. 24STCV03829 (the “Action”). Plaintiff’s core allegations are that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and

1 failing to reimburse necessary business-related expenses and costs.

2 11. Defendant maintained, and continues to maintain, that it had, and continues to
3 have, legally-compliant employment policies and practices throughout the time period at issue.
4 Defendant denies that it ever violated any provision of the California Labor Code, including, but
5 not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

6 **THE SETTLEMENT REACHED IN THE ACTION**

7 12. Marked and attached hereto as “**EXHIBIT 2**” is the Private Attorneys General
8 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
9 Agreement”), entered into between Plaintiff Natanael Diaz, for himself and on behalf of the State
10 of California with respect to Aggrieved Employees pursuant to the Private Attorneys General
11 Act, and Defendant Gothic Landscaping, Inc. (“Defendant”). The parties have also drafted and
12 agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for
13 mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in
14 substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting
15 Approval of Private Attorneys General Act Settlement Agreement and Release, Award of
16 Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The
17 Court is respectfully requested to approve the proposed Cover Letter.

18 13. The Settlement pertains to the following allegedly aggrieved employees: all
19 current and former hourly-paid or non-exempt employees who were employed by Defendant
20 within the State of California at any time during the Release Period (“Aggrieved Employees”).
21 The “PAGA Period” means the period December 11, 2022 through the earlier of (a) August 9,
22 2025 or (b) Alternate End Date pursuant to Section 5(b) of the Settlement Agreement. Based on
23 information provided by Defendant, it is estimated that during the PAGA Period there are
24 approximately 919 Aggrieved Employees who are credited with about 48,700 Compensable Pay
25 Periods between December 11, 2022 and August 9, 2025. Defendant’s counsel has confirmed the
26 total Compensable Pay Periods will not exceed that amount and that the requirements for
27 potential escalation clause or selection of the Alternate End Date will not be triggered.

14. Defendant agreed to pay the gross amount of \$750,000.00 (“Total Settlement Amount”), subject to possible increase under Section 5(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the escalated amount of \$250,000.00 for attorneys’ fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$10,000.00 to the PAGA Settlement Administrator. Assuming that the requested Attorneys’ Fees and Costs (of which only \$21,625.88 were used), General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$458,374.12. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$343,780.59 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$114,593.53 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each were employed by Defendant during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$10,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

15. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result;

1 (2) a guaranteed result that compares favorably with other similar representative action
2 settlements; and (3) significant savings in fees and costs which would have only increased
3 significantly had the case progressed through trial and/or appeals.

4 16. After engaging in extensive investigations, informal discovery, and exchange of
5 information, data, and documents, the parties participated in extensive settlement discussions and
6 negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in
7 a formal full-day mediation on February 21, 2025, conducted by Hon. Monique Ngo-Bonnici, a
8 well-respected mediator experienced in mediating complex labor and employment matters.
9 Although the mediation was unsuccessful, the Parties continued to engage in extensive
10 Settlement negotiations to reach the Settlement described herein. In the course of mediation and
11 settlement discussions, the parties discussed all aspects of the case, including the risks and delays
12 of further litigation and proceeding with trial, as well as the law relating to representative PAGA
13 actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay
14 calculations, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, the
15 evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and
16 appeals, among other things. During all settlement discussions, the parties conducted their
17 negotiations at arm's length in an adversarial position.

18 17. Prior to reaching the Settlement, the parties investigated the veracity, strength,
19 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
20 significant investigation and informal discovery and exchange of information, documents, and
21 data regarding the facts of the case, including and not limited to, the review, consideration, and
22 analysis of thousands of pages of information, documents, and data obtained from Plaintiff,
23 Defendant, and other sources. The information, documents, and data that were reviewed and
24 analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment record;
25 a detailed sampling of Aggrieved Employees' time and pay data; multiple iterations of
26 Defendant's Employee Handbook; various forms, agreements, and acknowledgments; and
27 Defendant's operations and employment practices, policies, and procedures, among other
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documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

18. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

19. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the

1 alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the
2 imposition of penalties.

3 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
4 **OF POSSIBLE OUTCOMES**

5 20. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that
6 Defendant engaged in the alleged California Labor Code violations and demonstrate that
7 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour
8 actions are amenable to resolution as to a group of employees, some courts have also found that,
9 for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not
10 suitable for adjudication as to a group of employees.

11 21. From the inception of this litigation, Defendant indicated that it would
12 aggressively litigate this case and contended that it would ultimately succeed in the action.
13 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
14 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
15 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
16 policy and systematic scheme of wage abuse against any of its employees, and that it had, and
17 continues to have, legally-compliant employment policies and practices throughout the time
18 period at issue. Defendant denies that it ever violated any provision of the California Labor
19 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
20 representative adjudication for any purpose other than the Settlement.

21 22. Defendant also challenged Plaintiff's standing as an aggrieved employee and
22 denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also,
23 multiple courts have taken an approach requiring a plaintiff to establish standing and face the
24 possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit*
25 *Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that
26 PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
27 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
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1 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
2 of being able to establish liability with respect to a large number of potentially aggrieved
3 employees and noted that “PAGA’s public purpose would be ill-served if the court finds [the
4 plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.*
5 (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of
6 proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may
7 “when the convenience of witnesses, the ends of justice, or the economy and efficiency of
8 handling the litigation would be promoted thereby, on motion of a party, after notice and hearing,
9 make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other
10 issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial
11 of any cause of action or of any separate issue in the interest of convenience or to avoid
12 prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence
13 and timing of discovery for the convenience of parties and witnesses and in the interests of
14 justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and
15 sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of
16 issues could be rendered moot).

17 23. Defendant pointed to case law that held that, given the derivative nature of the
18 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
19 the requisite elements to establish the various alleged violations of the California Labor Code
20 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
21 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
22 reimburse for expenses, etc.

23 24. Further, Defendant also maintained that, in addition to its strong arguments
24 against the underlying claims, taking the current unsettled state of law, it would be unjust to
25 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
26 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
27 established methodology for the valuation and/or assessment of PAGA penalties, and case
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1 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
2 actually assessed by trial courts is far less than the amount sought.

3 25. Defendant also argued that an important feature of PAGA is that the Court retains
4 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to
5 do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.”
6 See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.*
7 (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA
8 penalties awarded to an employee based upon discretionary factors). Defendant maintained, and
9 continues to maintain, that it had and continues to have, legally-compliant employment policies
10 and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred,
11 which Defendant denies, Defendant contended that said violations would only be considered
12 “initial violations” and thus heightened “subsequent violation” penalties were not warranted.
13 See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th
14 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision
15 [...], the employer cannot be presumed to be aware that its continuing underpayment of
16 employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show
17 a lack of willfulness in the violations, such that the alleged California Labor Code violations
18 would not be considered “willful.” Defendant contended that, at best, even if a violation giving
19 rise to a penalty was shown for each pay period, only the lower civil penalty associated with
20 initial violations would apply. As discussed above, Defendant denied and continues to deny that
21 it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that
22 any violations occurred, Defendant argued the violations would not be viewed as subsequent
23 violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely
24 to assess cumulative penalties for the maximum number of possible, separate California Labor
25 Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—
26 especially where certain conduct may be regulated by multiple provisions of the California Labor
27 Code that are interrelated and work in tandem. As such, Defendant contended that cumulative
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penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

26. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery*

1 *Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined
2 to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the
3 lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to
4 remedy ongoing or future violations, corporate defendants corrected violations and were no
5 longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on
6 individual defendants would not be confiscatory).

7 27. Importantly, Defendant also contended that the claims of Plaintiff and other
8 Aggrieved Employees were limited to PAGA claims, because a class action settlement had been
9 reached in the case of *Junior Arnulfo Mejia Gonzalez v. Gothic Grounds Management, Inc., et al.*, Los
10 County Angeles Superior Court Case No. 20STCV19664 (“Mejia Action”), which was mediated on
11 April 21, 2025. Defendant contended that, assuming the settlement in the Mejia Action was
12 approved it would have claim preclusive impact, or otherwise, could effectively be used to limit
13 the claims of Aggrieved Employees to the remaining PAGA claims on which this settlement is
14 predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts
15 and recent amendment of the PAGA statute. For example, as a result of the settlement in the
16 Mejia Action, Defendant could argue that the underlying claims which trigger PAGA penalties were
17 already satisfactorily resolved. Although the substantive statutory right to pursue a PAGA claim
18 has not been eviscerated and has been preserved, such a settlement would at a minimum, impact
19 the assessment of PAGA penalties as a potential cure thereof.

20 28. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
21 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
22 capping civil penalties that can be assessed against an employer if an employer meets certain
23 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
24 if an employer meets certain conditions, has created uncertainty regarding the future of claims
25 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and
26 also now, there is uncertainty regarding the PAGA claim.

27 ///

29. While Plaintiff disagrees with Defendant's contentions and maintains that his PAGA claim has merit, in reaching the settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

30. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

31. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

32. Plaintiff alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to

1 reimburse necessary business expenses. Specifically, Plaintiff contends that Defendant required
2 Plaintiff and aggrieved employees to perform work duties off-the-clock when working outside of
3 their scheduled shifts and during meal periods. Further, Plaintiff contends that Defendant failed
4 to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and
5 rest premiums, and implemented improper meal break waivers. Based on Plaintiff's Counsel's
6 investigation, the key issues for the off-the-clock claims is that aggrieved employees would be
7 subject to discipline for working outside of scheduled hours even though Defendant was
8 understaffed and time sensitive duties would be required. Plaintiff's Counsel's investigation,
9 the key issues for the meal and rest break claims is that aggrieved employees experienced
10 missed, late, short, and interrupted meal and rest breaks due to having to perform job
11 responsibilities and tasks. Indeed Plaintiff reported having never received a second rest break
12 throughout his tenure of working for Defendant. As a result, Plaintiff contends that Defendant
13 did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest
14 periods were non-compliant, and that Defendant failed to properly pay premiums for all non-
15 compliant meal and rest periods. Additionally, Plaintiff alleges that Defendant intentionally and
16 willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were
17 employed by Defendant, within the time period permissible under California law, thereby
18 triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends
19 that, based on the violations described herein, the wage statements provided by Defendant and
20 the payroll records kept by Defendant were inaccurate. Plaintiff contends that Defendant failed
21 to reimburse Plaintiff and the other aggrieved employees for necessary business expenses for
22 purchase of PPE and uniform items for work purposes.

23 33. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's
24 practices, policies, and procedures complied with the law, that much of the workforce signed
25 meal waivers, and/or that Defendant correctly paid regular and overtime wages for all hours
26 worked, that no waiting-time penalties were due because waiting-time penalties only arise from
27 "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual
28

injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a preliminary meal analysis, and it was observed that approximately 30% reflected at least one type of recorded meal period violation (missed, late or short). Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

34. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with Defendant's arbitration agreements and demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

35. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be \$4,824,050.00 (919 initial violations x \$50 + 47,781 subsequent violations x \$100). A discount of 70% was applied to account for the risks

1 associated with Defendant's arbitration agreements and demonstrating
2 manageability (bringing the value of civil penalties closer to \$1,447,215.00), a
3 discount of 65% was applied to account for the risks associated with succeeding
4 on the merits and establishing liability (bringing the value of civil penalties closer
5 to \$506,525.25), and a discount of 85% was applied to account for the risks
6 associated with the Court exercising its discretion to reduce and/or assess lower
7 penalties and obtaining a recovery (bringing the value of civil penalties closer to
8 \$75,978.79).

9 b. Failure to Pay Minimum Wages: The potential value of civil penalties was
10 estimated to be \$9,648,100.00 (919 initial violations x \$100 + 47,781 subsequent
11 violations x \$250). A discount of 70% was applied to account for the risks
12 associated with Defendant's arbitration agreements and demonstrating
13 manageability (bringing the value of civil penalties closer to \$2,894,430.00), a
14 discount of 80% was applied to account for the risks associated with succeeding
15 on the merits and establishing liability (bringing the value of civil penalties closer
16 to \$578,886.00), and a discount of 95% was applied to account for the risks
17 associated with the Court exercising its discretion to reduce and/or assess lower
18 penalties and obtaining a recovery (bringing the value of civil penalties closer to
19 \$28,944.30).

20 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The
21 potential value of civil penalties was estimated to be \$4,824,050 (919 initial
22 violations x \$50 + 47,781 subsequent violations x \$100). A discount of 70% was
23 applied to account for the risks associated with Defendant's arbitration
24 agreements and demonstrating manageability (bringing the value of civil
25 penalties closer to \$1,447,215.00), a discount of 65% was applied to account for
26 the risks associated with succeeding on the merits and establishing liability
27 (bringing the value of civil penalties closer to \$506,525.25), and a discount of
28

85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$75,978.79).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$4,824,050.00 (919 initial violations x \$50 + 47,781 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated demonstrating manageability (bringing the value of civil penalties closer to \$1,447,215.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$434,164.50), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$21,708.23).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that

he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be \$44,300.00 (443 violations x \$100 civil penalties). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$13,290.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$2,658.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$265.80).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be \$48,010,750.00 (919 initial violations x \$250 + 47,781 subsequent violations x \$1,000). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$14,403,225.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$2,880,645.00), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$144,032.25).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be \$459,500.00 (919 aggrieved employees x \$500.00). A discount of 70% was applied to account for the risks associated with Defendant's arbitration

1 agreements and demonstrating manageability (bringing the value of civil
2 penalties closer to \$137,850.00), a discount of 80% was applied to account for the
3 risks associated with succeeding on the merits and establishing liability (bringing
4 the value of civil penalties closer to \$27,570.00), and a discount of 85% was
5 applied to account for the risks associated with the Court exercising its discretion
6 to reduce and/or assess lower penalties and obtaining a recovery (bringing the
7 value of civil penalties closer to \$4,135.50).

8 h. Failure to Reimburse Necessary Business Expenses: The potential value of civil
9 penalties was estimated to be \$9,648,100.00 (919 initial violations x \$100 +
10 47,781 subsequent violations x \$200). A discount of 70% was applied to account
11 for the risks associated with Defendant's arbitration agreements and
12 demonstrating manageability (bringing the value of civil penalties closer to
13 \$2,894,430.00), a discount of 70% was applied to account for the risks associated
14 with succeeding on the merits and establishing liability (bringing the value of civil
15 penalties closer to \$868,329.00), and a discount of 90% was applied to account
16 for the risks associated with the Court exercising its discretion to reduce and/or
17 assess lower penalties and obtaining a recovery (bringing the value of civil
18 penalties closer to \$86,832.90).

19 36. Alternate Valuations (Per Capita Basis): The manner in which civil penalties
20 could be assessed involved some uncertainty, for example, the Court could exercise its discretion
21 to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita)
22 basis, or some other methodology that still factors in the statutorily-denominated dollar amounts
23 of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to
24 indicate a best case scenario, potential amount of approximately \$1,792,050.00, if civil penalties
25 were assessed on a per capita basis instead, for example, in the amount of \$1,950 for each of 919
26 individuals, this would yield potential civil penalties in the amount of \$1,792,050.00, and
27 discounting that amount of civil penalties by 80% for risks associated Defendant's arbitration
28

1 agreements and demonstrating manageability, succeeding on the merits and establishing liability,
2 the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and
3 obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$358,410.00.

4 37. Alternate Valuations (Unstacked Basis): Another more conservative method of
5 evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v.*
6 *American Institute for Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this
7 method, the default PAGA civil penalty of \$100 per pay period is applied to each pay period.
8 Here, there are approximately 48,700 pay periods in the relevant PAGA period, which would
9 generate an unstacked PAGA exposure of \$4,870,000, and discounting that amount of civil
10 penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating
11 manageability, succeeding on the merits and establishing liability, the possibility of the Court
12 exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings
13 the risk-adjusted value of civil penalties closer to \$730,500.00.

14 38. The foregoing discussion confirms that the amount of the Settlement is adequate
15 in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's
16 allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that
17 neither liability nor the ability to adjudicate and/or recover civil penalties on a representative
18 basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel
19 considered the defenses asserted, information and evidence obtained, and circumstances in this
20 case, which posed risks to representative adjudication and monetary recovery. Plaintiff's
21 Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess
22 lower penalties, that it was not clear that heightened penalties would apply, and that stacking
23 and/or cumulative penalties may not be allowed.

24 **ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL**

25 39. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
26 attorneys' fees in the amount of \$250,000.00, which represents approximately 1/3 of the Total
27 Settlement Amount. Pursuant to the contingency-fee agreement entered into by and between
28

Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least 1/3 of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

40. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **205.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

41. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,

1 and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class
2 and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los
3 Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of
4 attorneys' fees involved an hourly rate of \$919.57; and final approval of the class and
5 representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior
6 Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees
7 involved an hourly rate of \$855.96.

8 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

9 42. The Settlement provides for reimbursement of litigation costs and expenses of up
10 to \$25,000.00. Plaintiff's Counsel seeks reimbursement of \$21,625.88 for litigation costs and
11 expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT
12 4." The amount sought for reimbursement is slightly less than that allowed by the settlement and
13 the difference of \$3,374.12 has been included in the Net Settlement Amount. It should be noted
14 that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not
15 receive any compensation until a recovery is obtained in this matter. These costs and expenses
16 were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

17 **GENERAL RELEASE FEE TO PLAINTIFF**

18 43. For his broader individual waiver and release of claims with a California Civil
19 Code Section 1542 waiver (set forth in Section 10(b) of the Settlement Agreement), the
20 Settlement provides a General Release Fee to Plaintiff in the total amount of \$10,000.00 to be
21 paid out of the Total Settlement Amount, subject to approval by the Court. The requested
22 General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken
23 significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing
24 this matter, Plaintiff stepped into the shoes of the State of California and undertook the
25 responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount
26 of time and effort discussing his employment with his counsel, gathering and producing relevant
27 documents and information, and providing the facts and evidence necessary to attempt to prove
28

1 the allegations. Plaintiff was available whenever his counsel needed him and actively tried to
2 obtain and provide information that would facilitate the pursuit of the PAGA claim.
3 Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition
4 any individual penalties payment he will receive as an aggrieved employee.

5 44. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
6 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
7 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
8 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
9 associated with continued litigation.

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

12 Executed this 22nd day of September 2026, at Glendale, California.

13 

14 Daniel Bass

EXHIBIT 1



December 11, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

**Re: GOTHIC GROUNDS MANAGEMENT, INC.; GOTHIC LANDSCAPING,
INC.; GOTHIC LANDSCAPE, INC.**

Dear Representative:

We have been retained to represent Natanael Diaz against Gothic Grounds Management, Inc., Gothic Landscaping, Inc., and Gothic Landscape, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Gothic Landscaping”) for violations of California wage-and-hour laws. Mr. Diaz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Diaz seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Gothic Landscaping employed Mr. Diaz as an hourly-paid, non-exempt employee from approximately December 2001 to approximately September 2023 in the State of California.

The “aggrieved employees” that Mr. Diaz may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Gothic Landscaping has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 16-2001.

Gothic Landscaping required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Diaz and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Diaz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Gothic Landscaping required Mr. Diaz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Gothic Landscaping failed to pay Mr. Diaz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Gothic Landscaping failed to pay Mr. Diaz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Gothic Landscaping did not provide Mr. Diaz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Gothic Landscaping were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Diaz and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Diaz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Diaz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Diaz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Diaz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Gothic Landscaping failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Diaz and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Gothic Landscaping did not provide Mr. Diaz and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Gothic Landscaping failed to pay Mr. Diaz and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Diaz and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Gothic Landscaping failed to pay Mr. Diaz and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Diaz and the other aggrieved employees were required to report

for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Diaz and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Gothic Landscaping. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of equipment.

Therefore, on behalf of all aggrieved employees, Mr. Diaz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Gothic Grounds Management, Inc.
Gothic Landscaping, Inc.
c/o Barry L Goldner
Agent for Service of Process
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

Gothic Landscape, Inc.
27413 Tourney Rd #200
Valencia, CA 91355

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

Gothic Grounds Management, Inc.
Gothic Landscaping, Inc.
c/o Barry L Goldner
Agent for Service of Process
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

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Agent for Service of Process
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

Postmark Here

Street _____
City _____

PAGA Notice #1

Nataael Diaz v. Gothic Landscape, Inc. et al

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gothic Grounds Management, Inc.
Gothic Landscaping, Inc.
c/o Barry L Goldner
Agent for Service of Process
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

9590 9402 8200 3030 6854 54

2. Article Number (Transfer from service label)

7021 2720 0000 9839 1915

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X**

B. Received by (Printed Name)

D. Is delivery address different from tier 1? If YES, enter delivery address below

3. Service Type

☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

all Restricted Delivery

Domestic

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

Gothic Landscape, Inc.
27413 Tourney Rd #200
Valencia, CA 91355

PITNEY BOWES
US POSTAGE
FIRST-CLASS
029W0004897450
2000152203
ZIP 91203
DEC 11 2023



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 2720 0000 9839 1908
7021 2720 0000 9839 1908

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$

Postmark Here

Sent PAGA Notice #2
To Gothic Landscape, Inc.
Street 27413 Tourney Rd #200
City/State/ZIP+4® Valencia, CA 91355

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gothic Landscape, Inc.
27413 Tourney Rd #200
Valencia, CA 91355

9590 9402 8200 3030 6854 61

2. Article Number (Transfer from service label)
7021 2720 0000 9839 1908

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X

B. Received by (Printed Name)

D. Is delivery address different from the address on the mailpiece? If YES, enter delivery address

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery

EXHIBIT 2

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Natanael Diaz (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 5(a)(5) below) and Gothic Landscaping, Inc. (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant Gothic Landscaping, Inc., or both, as may be appropriate.

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

(a) Plaintiff is a former employee of Defendant Gothic Landscaping, Inc. Plaintiff was employed by Defendant Gothic Landscaping Inc. from approximately December 2001 to approximately September 2023;

(b) On December 11, 2023, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendants Gothic Grounds Management, Inc., Gothic Landscaping, Inc, and Gothic Landscape, Inc., to notify the LWDA and Defendants Gothic Grounds Management, Inc., Gothic Landscaping, Inc, and Gothic Landscape, Inc., pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-999122-23 (the “PAGA Notice”);

(c) On February 14, 2024, Plaintiff filed his Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”), commencing a class action and representative action under PAGA against Defendants, entitled *Natanael Diaz v. Gothic Grounds Management, Inc., Gothic Landscaping, Inc., Gothic Landscape, Inc.*, Los Angeles County Superior Court Case No. 24STCV03829 (the “Action”). The Complaint alleged: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; (10) violations of California Business and Professions Code §§ 17200, *et seq.*; and (11) violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004);

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(d) In advance of the February 21, 2025 mediation, the Parties agreed to mediate Plaintiff's PAGA claims only as to Defendant Gothic Landscaping, Inc.;

(e) On February 21, 2025, the Parties mediated the Action with Monique Ngo-Bonnici, Esq., and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined herein);

(g) Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

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

3. **Dismissal of Class Claims.** The Parties agree to enter into a Stipulation requesting the Court dismiss Plaintiff's individual class action claims with prejudice as to Defendant Gothic Landscaping, Inc. and the non-individual class action claims against all Defendants without prejudice at the time of or prior to Court approval of the Settlement, pending approval being granted in the case of *Junior Arnulfo Mejia Gonzalez v. Gothic Grounds Management, Inc., et al.*, Los County Angeles Superior Court Case No. 20STCV19664 ("Mejia Action"), which was mediated on April 21, 2025. If this Settlement Agreement is not approved by the Court, it shall be null and void.

4. **Dismissal of Gothic Grounds Management, Inc. and Gothic Landscape, Inc.** The Parties agree that prior to filing or at the time of Plaintiff's Motion for Approval, the Parties will enter into a Stipulation requesting the Court dismiss Defendants Gothic Grounds Management, Inc. and Gothic Landscape, Inc. from the PAGA Action without prejudice pending approval being granted in the Mejia Action. Defendants represent that the claims against defendant Gothic Grounds Management Inc. were settled in the Mejia Action.

5. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "Total Settlement Amount"), subject to possible increase pursuant to Section 5(b) below, to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount ("Attorneys' Fees"), which is Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00) if the Total Settlement Amount remains \$750,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Attorneys' Costs") (collectively, Attorneys'

Fees and Attorneys' Costs is referred to as "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("General Release Fee") to Plaintiff, which Defendant will not contest, in exchange for Plaintiff's release and dismissal of Plaintiff's individual class action claims with prejudice as to Defendant Gothic Landscaping, Inc., and Plaintiff's broader release of claims and California Civil Code section 1542 waiver, as set forth herein.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators (also known as Phoenix Class Action Administration Solutions) (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 5(a)(1) – 5(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period December 11, 2022, through the earlier of (a) August 9, 2025 or (b) Alternate End Date pursuant to Section 5(b), is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Defendant represents that the Aggrieved Employees are estimated to consist of approximately 755 individuals who are credited with approximately 46,000 Compensable Pay Periods for the period December 11, 2022 to May 1, 2025, and that during the relevant period Defendant observed a weekly (not biweekly) pay period frequency. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 46,000, i.e., 50,600 Compensable Pay Periods ("Threshold"), Defendant shall have the option of (i) increasing the Total Settlement Amount by the percentage that the actual number exceeds 50,600 Compensable Pay Periods (i.e., the Threshold), in which case the PAGA Period will still end on August 9, 2025 or (ii) not increasing the Total Settlement Amount and instead shortening the PAGA Period so that it ends on a date prior to August 9, 2025 and on which 50,600 Compensable Pay Periods (i.e., Threshold) is reached ("Alternate End Date"). In the event that Defendant exercises the option to shorten the PAGA Period after the Court has entered its order and/or judgment approving the Settlement, then, Parties will enter into a stipulation, requesting that the Court enter an order approving the shortening of the PAGA Period and modifying the Court's order and/or judgment in that regard.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 5(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099, as required. This means that one hundred percent (100%) of all Individual Settlement Shares to Aggrieved Employees are to be considered non-wages and the PAGA Settlement

Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes with respect to those payments.

6. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 5(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

7. **Disbursal of Settlement Funds.**

(a) Subject to Section 6 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 5(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered an order approving the Settlement Agreement; and (iii) the Court has dismissed defendant Gothic Grounds Management, Inc. and Gothic Landscape, Inc. without prejudice as to all claims (i.e., Plaintiff's individual claims, putative class claims, and the PAGA claim), dismissed the individual claims of Plaintiff with prejudice as to defendant Gothic Landscaping, Inc., and dismissed the putative class claims without prejudice as to defendant Gothic Landscaping, Inc...

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify counsel for Gothic Landscaping, Inc. and Plaintiff's Counsel of distribution of the entire Total Settlement Amount.

8. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action in accordance with the Settlement (i.e., to terminate the Action by way of judgment or dismissal, as appropriate).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 5(a) above.

(c) Court approval of this Settlement Agreement is contingent upon dismissal without prejudice of Defendant Gothic Grounds Management, Inc. and Gothic Landscape, Inc. as to all claims (i.e., Plaintiff's individual claims, putative class claims, and the PAGA claim), dismissal of the individual claims of Plaintiff with prejudice as to defendant Gothic Landscaping, Inc., and dismissal of putative class claims without prejudice as to Defendant Gothic Landscaping, Inc..

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(d) Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement at least seven (7) days prior to filing to Lonnie D. Giamela and Lirit King of Fisher & Phillips LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action in accordance with the Settlement, the entirety of this Settlement Agreement shall be null and void.

9. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 5(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, after the PAGA Settlement Administrator has informed the Parties whether the escalator clause in Section 5(b) has been triggered and the final PAGA Period and final Total Settlement Amount have been determined, and within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they were employed by Defendant during the PAGA Period ("Compensable Pay Periods"). Compensable Pay Period will be calculated by the PAGA Settlement Administrator by utilizing each employee's hire and termination date. To calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually credited by the total aggregate number of Compensable Pay Periods credited to all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes.

(2) Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) last known first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods. No later than seven (7) calendar days after Defendant provides the Aggrieved Employees List to the PAGA Settlement Administrator, the Settlement Administrator shall determine whether the escalator clause set forth in Section 5(b) has been triggered and inform the Parties of this, if this has not already been determined and agreed to at an earlier time.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search, prior to mailing the PAGA Settlement Packages referenced below.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA

Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

10. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants Gothic Landscaping, Inc., and their its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and its employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice and Complaint, including but not limited to, for failure to pay minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001 (collectively, the “Released Claims”).

(b) Effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendant Gothic Landscaping, Inc. and the Released Parties and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(c) Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against defendant Gothic Landscaping, Inc. and the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. The Parties agree and understand that the Aggrieved Employee population are those employed by Defendant for at least one day during the PAGA Period.

11. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

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

12. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court. Both Parties' counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

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

Agreement, or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

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

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Monique Ngo-Bonnici, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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

Date: 03/12/2026, 2026

Electronically Signed2026-03-12 23:31:37 UTC - 76.168.77.162



Nintex AssureSign®283dcaef-c691-4224-b440-b40b0160098b

Natanael Diaz
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

GOTHIC LANDSCAPING, INC.

Date: May 20th, 2026



Name: Brett Thomas
Title: V.P. Human Resources

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Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

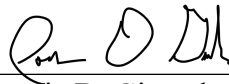
Date: March 13, 2026



Arby Aiwazian
Joanna Ghosh
Erica Stepanian
Attorneys for Plaintiff Natanael Diaz

FISHER & PHILLIPS LLP

Date: July 6, 2026



Lonnie D. Giamela
Lirit King
Attorneys for Defendant Gothic Landscaping, Inc.

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Natanael Diaz v. Gothic Landscaping, Inc., et al*; Los Angeles County Superior Court Case No. 24STCV03829

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Natanael Diaz v. Gothic Grounds Management, Inc., Gothic Landscaping, Inc., Gothic Landscape, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV03829 (“Action”).

The Action was filed on February 14, 2024, by Natanael Diaz (“Plaintiff”) against his former employer, Gothic Landscaping Inc. (“Defendant”) alleging, among other things, a claim under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California with respect to himself and other alleged aggrieved employees, for failure to pay minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001. Prior to filing the lawsuit, on December 11, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-999122-23 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Gothic Landscaping, Inc. (“Defendant”) as to Plaintiff’s cause of action seeking penalties pursuant to PAGA.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who were employed by Defendant Gothic Landscaping, Inc. in the State of California during the PAGA Period (“Aggrieved Employees”). The period December 11, 2022, through <<end date>> is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you were employed by Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if required). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the Court’s entry of the order approving the Settlement Agreement on <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount by Defendant Gothic Landscaping, Inc. on <<date of full funding>>, Plaintiff and the State of California with respect to you and other Aggrieved Employees, were deemed to have knowingly and voluntarily released and forever discharged Defendant Gothic Landscaping, Inc. and the Released Parties, to the full extent permitted by law, of and from any and all Released Claims.

- (a) “Released Parties” means Defendant Gothic Landscaping, Inc. and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and its employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
- (b) “Released Claims” means any and all claims for civil penalties, arising during the PAGA Period, under Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice and Complaint, including but not limited to, for failure to pay minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001.

EXHIBIT A – COVER LETTER

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180 -day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **toll-free phone number**.

EXHIBIT 3

NATANAEL DIAZ V. GOTHIC GROUNDS MANAGEMENT, INC., ET AL.
Los Angeles County Superior Court Case No. 24STCV03829

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Natanael Diaz (“Plaintiff”)	14.50
Investigate, Communicate, Interview, and/or Review Communication with Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	7.50
Review and Analyze Court Filings in <i>Junior Arnulfo Mejia Gonzalez v. Gothic Grounds Management, Inc., et al.</i> , Los Angeles Superior Court, Case No. 20STCV19664)	1.20
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Class Action and Private Attorneys General Act (“PAGA”) Claims, Conduct Legal Research and Analysis Regarding Class and PAGA Claims, and Draft, Review, and/or Revise Plaintiff’s Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on February 14, 2024)	7.50
Review Court’s Notice of Case Assignment-Unlimited Civil Case (filed on February 14, 2024)	0.20
Review Court’s Initial Status Conference Order (Complex Class Actions) (filed on March 7, 2024)	0.20
Review Court’s Minute Order Re: Initial Status Conference (filed on March 8, 2024)	0.10
Review Defendants Gothic Grounds Management, Inc., Gothic Landscaping, Inc., and Gothic Landscape, Inc.’s (collectively, “Defendants”) Notice of Appearance and Posting Complex Fees (served on April 4, 2024)	0.10

Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on April 26, 2024)	1.60
Draft, Review, and/or Revise Plaintiff's Notice of Posting Jury Fees (filed on April 26, 2024)	0.20
Review Court's Minute Order Re: Initial Status Conference (filed on May 3, 2024)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Case Management Conference Statement (filed on July 3, 2024)	1.30
Review Court's Minute Order Re: Initial Status Conference (filed on July 10, 2024)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise [Proposed] Order Authorizing Electronic Service (Case Anywhere) (submitted on July 15, 2024)	1.10
Review Court's Order Authorizing Electronic Service (Case Anywhere) (filed on July 15, 2024)	0.10
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on July 16, 2024)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (submitted on September 3, 2024)	1.20
Review Court's Order to Continue Initial Status Conference (filed on September 4, 2024)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on September 4, 2024)	0.10
Review Notice of Related Case (served on January 24, 2025)	0.30
Draft, Review, and/or Revise Plaintiff's Notice of Change of Address or Other Contact Information (filed on January 28, 2025)	0.10
Review Court's Minute Order Re: Denying Notice of Related Case (filed on February 14, 2025)	0.30
Review Defendants' Notice of Entry of Judgment or Order (served on February 24, 2025)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Post-Mediation Status Conference; [Proposed] Order (submitted on April 7, 2025)	1.10
Review Court's Order to Continue Post-Mediation Status Conference (filed on April 11, 2025)	0.10

Review Court's Minute Order Re: Post Mediation Status Conference (filed on April 14, 2025)	0.10
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on April 15, 2025)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Vacate Mediation Status Conference and All Related Deadlines; [Proposed] Order (submitted on June 13, 2025) and Joint Notice of Settlement (filed on June 13, 2025)	1.50
Review Court's Order to Vacate Mediation Status Conference and All Related Deadlines (filed on June 17, 2025)	0.10
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on June 18, 2025)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Non-Appearance Case Review Report (filed on November 5, 2025)	1.20
Review Court's Minute Order Re: Non-Appearance Case Review Re: Status of Filing Motion for Preliminary Approval of Settlement (filed on November 10, 2025)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Non-Appearance Case Review Report (filed on February 13, 2026)	0.90
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Non-Appearance Case Review Report (filed on April 14, 2026)	0.90
Appearances	
Prepare for and Remotely Attend Initial Status Conference (May 3, 2024)	1.20
Prepare for and Remotely Attend Status Conference (July 10, 2024)	0.80
Discovery and Deposition	
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Natanael Diaz (served on January 15, 2025)	2.60

Letters and Correspondence	
Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on December 11, 2023)	4.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendants' Counsel	13.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants (approximately 6,150 pages), and Other Sources Prior to Mediation	40.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing Penalties Analysis and Calculations (submitted on February 18, 2025)	29.50
Attend Mediation Session (February 21, 2025; via Zoom Video Conference)	19.50
Engage in Additional Settlement-Related Discussions	10.50
Review and Analyze Mediator's Proposal (Term Sheet) (issued June 9, 2025)	1.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on July 6, 2026) and Cover Letter	16.50
Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Daniel Bass in Support Thereof, Declaration of Plaintiff Natanael Diaz in Support Thereof, and [Proposed] Order and Judgment	20.50
Total Hours:	205.80

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Diaz vs. Gothic Grounds Management, Inc., et al.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
11/14/2023	U.S. Postmaster	Postage	\$17.12
12/11/2023	U.S. Postmaster	Postage	\$17.54
12/11/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
2/15/2024	Legal Document Server, Inc.	Attorney Service	\$115.88
2/15/2024	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
2/15/2024	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
3/21/2024	Elite Litigation Support	Attorney Service	\$232.00
3/26/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/28/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/29/2024	Legal Document Server, Inc.	Attorney Service	\$125.00
4/26/2024	Legal Document Server, Inc.	Attorney Service	\$26.58
4/26/2024	Los Angeles Superior Court	Jury Fee	\$150.00
4/29/2024	Legal Document Server, Inc.	Attorney Service	\$130.00
7/2/2024	Case Anywhere LLC	Attorney Service	\$136.95
7/3/2024	Legal Document Server, Inc.	Attorney Service	\$146.15
7/15/2024	Legal Document Server, Inc.	Attorney Service	\$146.15
7/16/2024	Legal Document Server, Inc.	Attorney Service	\$146.15
9/4/2024	Legal Document Server, Inc.	Attorney Service	\$163.69
9/4/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
9/5/2024	Legal Document Server, Inc.	Attorney Service	\$130.00
10/1/2024	Case Anywhere LLC	Attorney Service	\$189.00
1/6/2025	Case Anywhere LLC	Attorney Service	\$147.00
1/22/2025	Signature Resolution LLC	Mediation Fee	\$10,495.00
1/28/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
2/5/2025	Case Anywhere LLC	Attorney Service	\$55.00
2/21/2025	Alicia Brush	Travel Reimbursement	\$11.99
3/5/2025	Case Anywhere LLC	Attorney Service	\$49.00
3/31/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$6,300.00
4/4/2025	Case Anywhere LLC	Attorney Service	\$49.00
4/8/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
4/8/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
4/14/2025	Los Angeles Superior Court	Document Download Fee	\$9.00
4/16/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
5/2/2025	Case Anywhere LLC	Attorney Service	\$61.00
6/2/2025	Case Anywhere LLC	Attorney Service	\$49.00
6/16/2025	Legal Document Server, Inc.	Attorney Service	\$20.09
6/16/2025	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Diaz vs. Gothic Grounds Management, Inc., et al.

6/20/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
7/1/2025	Case Anywhere LLC	Attorney Service	\$67.00
8/4/2025	Case Anywhere LLC	Attorney Service	\$49.00
9/2/2025	Case Anywhere LLC	Attorney Service	\$49.00
10/1/2025	Case Anywhere LLC	Attorney Service	\$49.00
11/3/2025	Case Anywhere LLC	Attorney Service	\$49.00
11/5/2025	Legal Document Server, Inc.	Attorney Service	\$18.70
12/1/2025	Case Anywhere LLC	Attorney Service	\$55.00
1/2/2026	Case Anywhere LLC	Attorney Service	\$49.00
2/2/2026	Case Anywhere LLC	Attorney Service	\$49.00
3/2/2026	Case Anywhere LLC	Attorney Service	\$49.00
4/1/2026	Case Anywhere LLC	Attorney Service	\$49.00
4/15/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
5/1/2026	Case Anywhere LLC	Attorney Service	\$55.00
6/1/2026	Case Anywhere LLC	Attorney Service	\$49.00
7/1/2026	Case Anywhere LLC	Attorney Service	\$49.00
7/14/2026	Legal Document Server, Inc.	Attorney Service	\$19.70
8/1/2026	Case Anywhere LLC	Attorney Service	\$55.00
9/1/2026	Case Anywhere LLC	Attorney Service	\$49.00
Total:			<u>\$21,625.88</u>