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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

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

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

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable William F. Highberger in Department 10 of the
2 Superior Court of the State of California, for the County of Los Angeles, on December 16, 2026, at 11:30
3 a.m., on Plaintiff Natanael Diaz’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General
5 Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for*
6 Justice, PC appeared for Plaintiff and Fisher & Phillips, LLP appeared for Defendant Gothic Landscaping,
7 Inc. (“Defendant”).

8 On or around July 6, 2026, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Daniel Bass and Plaintiff Natanael Diaz, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
25 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who were employed by
6 Defendant in the State of California during the PAGA Period. (“Aggrieved Employee(s)”).

7 7. “PAGA Period” means the period from December 11, 2022 through August 9, 2025.

8 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
9 negotiations.

10 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount (\$750,000.00) less the approved Attorneys’ Fees and Costs
14 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
15 Administration Costs to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”).
16 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA
17 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
18 Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the
19 Settlement Agreement.

20 10. The Court has considered the Settlement, and the monetary allocations provided thereby,
21 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
22 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
23 with, this Order and Judgment and the Settlement Agreement.

24 11. The Court approves the payment of \$250,000.00 to Plaintiff’s Counsel for attorneys’ fees.
25 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
26 this Order and Judgment and the Settlement Agreement.

27 12. The Court approves the payment of \$21,625.88 to Plaintiff’s Counsel for reimbursement of
28 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement

1 Agreement.

2 13. The Court approves payment in the amount of \$10,000.00 to Plaintiff Natanael Diaz for his
3 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
4 in accordance with this Order and Judgment and the Settlement Agreement.

5 14. The Court approves payment up to the amount of \$10,000.00 to Phoenix Settlement
6 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
7 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
8 Agreement.

9 15. The Parties are directed to perform in accordance with the terms set forth in this Order and
10 Judgment and the Settlement Agreement.

11 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
12 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
13 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
14 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
15 (“Individual Settlement Share(s)”).

16 17. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
17 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
18 this Order and Judgment and the Settlement Agreement.

19 18. Within thirty (30) calendar days of the date of this Order and Judgment, Defendant shall
20 deposit \$750,000.00 into a qualified settlement account established, by the PAGA Settlement
21 Administrator for administration of the Settlement in accordance with this Order and Judgment and the
22 Settlement Agreement.

23 19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,
24 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
25 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all
26 Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to
27 Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have
28 been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless

1 instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement
2 Agreement.

3 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 and negotiable for One Hundred and Eighty (180) calendar days, and thereafter, shall be cancelled. Funds
5 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the
6 California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved
7 Employee whose check is cancelled.

8 21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
9 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, , and except
10 as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
11 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
12 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from
13 the Released Claims.

14 22. "Released Parties" means Defendant, including Defendant's its affiliates, subsidiaries,
15 divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys,
16 officers, directors and agents thereof, both individually and in their business capacities, and its employee
17 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
18 programs.

19 23. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
20 penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA")
21 as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the
22 PAGA Notice and Complaint, including but not limited to, for failure to pay minimum, regular, overtime,
23 and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to
24 provide compliant rest periods and associated premiums, failure to timely pay wages during employment,
25 failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements,
26 failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-
27 related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a),
28 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable

1 Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 16-2001.

2 24. No individualized notice of this Order and Judgment is required to be provided to the
3 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
4 system established for the filing of notices and documents, in conformity with California Labor Code §
5 2699(1)(3).

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8 Date: _____

9 Honorable William F. Highberger
10 Judge of the Superior Court
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EXHIBIT A

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**.