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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EFRAIN FLORES FLORES, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC GREEN LANDSCAPE, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00054631-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Blaine
K. Bowman, Dept. 74]*

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: February 20, 2026

Time: 8:30 a.m.

Dept: 74

Action Filed: December 18, 2023

I, Arrash T. Fattahi, declare as follows:

CASE BACKGROUND

3. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA.

4. On December 18, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business

practices. On January 16, 2024, Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to PAGA. A true and correct copy of Plaintiff’s PAGA letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. As part of this Motion, Plaintiff requests leave to amend to file a First Amended Complaint to add a cause of action for civil penalties under PAGA. A true and correct copy of the proposed First Amended Complaint with edits in redline is attached hereto as **Exhibit 2**.

DISCOVERY AND INVESTIGATION

5. Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sampling of timekeeping and pay records for the class members. Defendant also provided its policy manual in effect during the class period and information regarding the total number of current and former employees in its informal discovery responses.

6. After reviewing documents regarding Defendant’s employment policies and practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification and success on the merits and assess Defendant’s maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On February 3, 2025, and May 2, 2025, the Parties participated in a private mediation with experienced class action mediator, Monique Ngo-Bonnici, Esq. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement, the

1 material terms of which are encompassed within the Settlement. A true and correct copy of the
2 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”) is
3 attached hereto as **Exhibit 3**. A true and correct copy of the confirmation of submission of the
4 Settlement Agreement to the LWDA is attached hereto as **Exhibit 4**.

5 9. Class Counsel submitted the proposed settlement to the LWDA before filing this
6 Motion for Preliminary Approval.

7 10. My office requested several bids from experienced class action settlement
8 administrators to handle the responsibilities of the Settlement Administrator under this Settlement.
9 The Parties accepted the bid of Phoenix Settlement Administrators (“Phoenix”). Phoenix has
10 multiple years of experience in the field of class action administration, particularly in the wage and
11 hour arena. Phoenix’s bid accounts for Notice in English and Spanish. A true and correct copy of
12 Phoenix’s bid is attached hereto as **Exhibit 5**.

13 11. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
14 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
15 administrator, Phoenix. No one at Wilshire Law Firm, PLC has any actual or potential conflict of
16 interest with any class member. I am not aware of any other pending matter or action asserting
17 claims that will be extinguished or adversely affected by the Settlement.

18 12. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
19 this case.

20 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

21 13. Class Counsel has conducted a thorough investigation into the facts of this case.
22 Based on the Parties’ informal exchange of documents and information and Class Counsel’s own
23 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is
24 fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light
25 of all known facts and circumstances, the risk of significant delay, the defenses that could be
26 asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

27 14. Based on an analysis of the facts and legal contentions in this case, documents and
28 information from Defendant, I evaluated Defendant’s maximum exposure. I took into account the

1 risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are
2 certified. After using the data Defendant provided, including class member timekeeping and
3 payroll records, as well as class member demographics (i.e., the number of class members,
4 workweeks, and average total compensation of the class), with the assistance of a statistics expert,
5 I created a damages model to evaluate the realistic range of potential recovery for the class. The
6 damages model is based on the following benchmarks:

- 7 a. Total Class Members: 993
- 8 b. Terminated Class Members during 3-year statute of limitations period: 731
- 9 c. Total Workweeks: 54,554
- 10 d. PAGA Pay Periods: 17,317
- 11 e. Aggrieved Employees: 502
- 12 f. Average Hourly Rate: \$17.53

13 15. Based on Plaintiff's discovery and investigation, Class Counsel reached the
14 conclusion that Defendant: failed to pay class members for all hours worked, including minimum,
15 straight time, and overtime wages, by requiring employees to work off-the-clock; had a policy and
16 practice of not providing its employees with California compliant meal and rest periods for which
17 it did not pay appropriate premiums; and failed to reimburse its employees for business-related
18 expenses. Defendant denies these claims.

19 16. Minimum and Overtime Wages: Plaintiff alleges that Defendant failed to pay for all
20 hours worked, including minimum, straight time, and overtime wages, by requiring class members
21 to work off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-
22 case scenario for Plaintiff and the Class, I estimate that Defendant's maximum potential exposure
23 by assuming that all unpaid work time should have been paid at the overtime rate, and I assumed
24 that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in an
25 estimate of approximately \$1,434,497.43 (54,554 workweeks x \$17.53 hourly rate x 1.5 overtime
26 rate x 1.00 hour of unpaid work per workweek), but I applied a risk discount based on a 40%
27 chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits
28 because liability depends on whether Defendant knew or should have known that class members

1 were working off-the-clock, yielding a realistic damage estimate of approximately \$229,519.59
2 (\$1,434,497.43 x 40% x 40%).

3 17. Meal Periods: With respect to the meal period claim, Plaintiff alleges that Defendant
4 required him and similarly situated class members to either work in lieu of taking meal periods, or
5 their meal periods were untimely or interrupted. Plaintiff further alleges that Defendant's own
6 records reflect facially non-compliant meal periods. My expert analyzed Defendant's timekeeping
7 records and found that approximately 28.3% of the meal-period-eligible shifts in the randomized
8 sampling had meal period violations consisting of short, late, or missed meal periods. Therefore,
9 potential liability for the meal period claim is approximately \$918,636.44 (185,172 shifts greater
10 than 5.00 hours x \$17.53 hourly rate x 28.3% violation rate). After taking into account the difficulty
11 of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks
12 merit and a 28.3% violation rate is unrealistic, I discounted this figure based on a 50% chance of
13 succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic
14 damage estimate of approximately \$183,727.29 (\$918,636.44 x 50% x 40%).

15 18. Rest Periods: With respect to the rest period claim, Plaintiff alleges that Defendant
16 required him and similarly situated class members to work in lieu of taking rest periods, remain
17 on-call during their rest periods or their rest periods were interrupted. Assuming a 50% violation
18 rate for the class period based on Plaintiff's and other class members' experience working for
19 Defendant, Defendant's potential liability for the rest period claim is approximately \$1,690,873.68
20 (192,912 shifts of 3.50 hours or longer x \$17.53 hourly rate x 50% violation rate); however, I
21 discounted this figure to account for the difficulty of certifying and proving rest period claims,
22 particularly because rest periods do not have to be recorded, and to account for the possibility of
23 Class Members voluntarily choosing to forego a rest period. Because this claim would have relied
24 exclusively on Class Member testimony, I discounted this claim based on a 30% chance of
25 succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic
26 damage estimate of approximately \$101,452.42 (\$1,690,873.68 x 30% x 20%).

27 19. Reimbursements: Plaintiff further alleges that Defendant failed to reimburse
28 necessary business expenses. Defendant's employees (including Plaintiff) were frequently required

1 to use their personal cell phones and to purchase specific work attire. For purposes of calculating
2 Defendant's liability based on a best-case scenario for Plaintiff and the Class, I estimated that
3 Defendant was liable to each class member for \$50 per month, or \$12.50 per workweek, in
4 unreimbursed expenses, for a total amount of approximately \$681,925.00 ($\$12.50 \times 54,554$
5 workweeks); however, I discounted this figure based on an evaluation of a 30% chance of
6 succeeding at class certification and a 30% chance of succeeding at trial to account for the difficulty
7 of certifying and proving expense reimbursement claims, yielding a realistic damage estimate of
8 approximately \$61,373.25 ($\$681,925.00 \times 30\% \times 30\%$).

9 20. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
10 meal period violations, and rest period violations (i.e., wage claims) is approximately
11 \$4,044,007.55, but, after factoring in the risk and uncertainty of prevailing at certification and trial,
12 I estimate that Plaintiff's realistic estimated recovery for these non-penalty wage claims is
13 approximately \$514,699.30.

14 21. Penalties: With respect to Plaintiff's derivative claims for statutory penalties as well
15 as civil penalties, Plaintiff estimated that Defendant's realistic potential liability is approximately
16 \$458,654.60. Defendant's maximum potential liability for waiting time penalties is approximately
17 \$2,998,576.62 (731 employees x \$17.53 hourly rate x 7.80 average hours/day x 30 days) based on
18 approximately 731 terminated class members during the 3-year statute of limitations period.
19 Defendant's maximum potential liability for inaccurate wage statements is approximately
20 \$1,759,500.00 ([506 employees x 1 initial violation/employee x \$50 for an initial violation] +
21 [(17,848 pay periods - 506 initial violations) x \$100 for each subsequent violation]) based on
22 approximately 506 class members who worked during the 1-year statute of limitations period and
23 approximately 17,848 pay periods in that timeframe. Defendant's maximum potential liability for
24 PAGA violations is approximately \$1,731,700.00 based on the Court assessing a \$100 penalty for
25 initial violations for all 17,317 pay periods within the PAGA period. In light of the foregoing, I
26 believe that it would be unrealistic to expect the Court to award the full \$6,489,776.62 in penalties
27 given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of
28 establishing willfulness as applicable, and the discretionary nature of penalties. Considering that

1 the underlying wage claims are realistically estimated to be approximately \$514,699.30, such a
2 disproportionate award would also raise due process concerns. As such, I discounted these figures
3 to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of
4 approximately \$179,914.60 for waiting time penalty claims ($\$2,998,576.62 \times 30\% \times 20\%$),
5 approximately \$105,570.00 for wage statement penalty claims ($\$1,759,500.00 \times 30\% \times 20\%$), and
6 approximately \$173,170.00 for PAGA penalties ($\$1,731,700.00 \times 10\%$), or approximately
7 \$458,654.60 total for statutory and civil penalties.

8 22. Using these estimated figures, Plaintiff predicted that the realistic maximum
9 recovery for all claims, including penalties, would be approximately \$1,034,727.15. This means
10 that the \$1,100,000.00 gross settlement figure represents approximately **106%** of the **realistic**
11 **maximum recovery** ($\$1,100,000.00 / \$1,034,727.15$). Further, the \$60,000.00 allocation for
12 PAGA penalties represents approximately 35% of the realistic maximum recovery ($\$60,000.00 /$
13 $\$173,170.00$). Considering the risk and uncertainty of prevailing at class certification and at trial,
14 this is an excellent result for the Class.¹ Indeed, because of the proposed Settlement, class members
15 will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

16 23. While Plaintiff is confident in the merits of his claims, a legitimate controversy
17 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to
18 each class member would be an expensive, time-consuming, and uncertain proposition.

19 24. This Settlement avoids the risks and the accompanying expense of further litigation.
20 Although the Parties had engaged in a significant amount of investigation, informal discovery and
21 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiff
22 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
23 certification and a trial remained for the Parties, as well as the prospect of appeals in the wake of
24 a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the

25
26 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

1 Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties
2 would incur considerably more attorneys' fees and costs through trial.

3 25. The Net Settlement Amount available for settlement payments is estimated to be
4 approximately \$611,383.33 for a class of approximately 993 persons.² As a result, each Settlement
5 Class Member is eligible to receive an average net benefit of approximately \$615.69.

6 26. The proposed Settlement of \$1,100,000.00, therefore, represents a substantial
7 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
8 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
9 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
10 settlement amount of \$1,100,000.00 is well within the "ballpark" of reasonableness, and
11 preliminary settlement approval is appropriate.

12 SERVICE PAYMENT FOR PLAINTIFF IS REASONABLE

13 27. Class Counsel represents that Plaintiff devoted a great deal of time and work
14 assisting counsel in the case, communicated with counsel very frequently for litigation and to
15 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
16 Plaintiff's requested service payment is reasonable, particularly in light of the substantial benefits
17 Plaintiff generated for all class members.

18 28. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
19 cooperated immensely with my office and has taken many actions to protect the interests of the
20 class. Plaintiff provided valuable information regarding the off-the-clock, meal period, rest period,
21 and indemnity claims. Plaintiff also informed my office of developments and information relevant
22 to this action, participated in decisions concerning this action, and made himself available to
23 answer questions during the mediation. Plaintiff provided my office with documents regarding the
24 claims alleged in this action. The information and documentation provided by Plaintiff was
25 instrumental in establishing the wage and hour violations alleged in this action, and the recovery
26 provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's

27 ² The estimated Net Settlement Amount is: \$1,100,000.00 minus \$366,666.67 for Class Counsel's attorneys'
28 fees, minus \$40,000.00 for Class Counsel's litigation expenses, minus \$11,950.00 for administration costs, minus
\$60,000.00 for the PAGA payments, and minus \$10,000.00 for the class representative service payment to Plaintiff.

1 participation.

2 29. At the same time, Plaintiff faced many risks in adding himself as the class
3 representative in this matter. Plaintiff faced actual risks with his future employment, as putting
4 himself on public record in an employment lawsuit could also very well affect his likelihood for
5 future employment.

6 30. In turn, class members will now have the opportunity to participate in a settlement,
7 reimbursing them for alleged wage violations they may have never known about on their own or
8 been willing to pursue on their own. If these class members would have each tried to pursue their
9 legal remedies on their own, that would have resulted in each having to expend a significant amount
10 of their own monetary resources and time, which were obviated by Plaintiff putting himself on the
11 line on behalf of these other class members.

12 31. In the final analysis, this class action would not have been possible without the aid
13 of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the
14 sake of the class members. The requested service payment for Plaintiff for his service as the class
15 representative is a relatively small amount of money when the time and effort put into the litigation
16 are considered, and in comparison to enhancements granted in other class actions. The requested
17 service payment is therefore reasonable to compensate Plaintiff for his active participation in this
18 lawsuit.

19 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

20 32. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
21 up to one third (1/3) of the Settlement Amount, for a maximum fees award of \$366,666.67, plus
22 actual costs and expenses not to exceed \$40,000.00. The proposed award of attorneys' fees to Class
23 Counsel in this case can be justified under either method – lodestar or percentage recovery. Class
24 Counsel intends to provide justification of their requested attorneys' fees and costs at final
25 approval.

26 33. I am informed and believe that the fee and costs provision is reasonable. The fee
27 percentage requested is less than that charged by my office for most employment cases. My office
28 invested significant time and resources into the case, with payment deferred to the end of the case,

1 and then, of course, contingent on the outcome.

2 34. It is further estimated that my office will need to expend at least another 50 to 100
3 hours to monitor the process leading up to the final approval and payments made to the class. My
4 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

5 35. The risk to my office has been very significant, particularly if we would not be
6 successful in pursuing this class action. In that case, we would have been left with no compensation
7 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
8 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
9 cases which could have resulted in a larger, and less risky, monetary gain.

10 36. Because most individuals cannot afford to pay for representation in litigation on an
11 hourly basis, Wilshire Law Firm, PLC represents virtually all its employment law clients on a
12 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
13 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
14 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
15 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
16 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
17 that we recover more than our regular hourly rate when we win if we are to remain in practice so
18 we can continue representing other individuals in civil rights employment disputes.

19 MY EXPERIENCE AND QUALIFICATIONS

20 37. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
21 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
22 120 attorneys and over 600 total employees. Wilshire Law Firm, PLC is actively and continuously
23 practicing in employment litigation, representing employees in both individual and class actions
24 in both state and federal courts throughout California.

25 38. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
26 are experienced in litigating Labor Code violations in both individual, class action, and
27 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
28 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights

1 and data privacy litigation.

2 39. I graduated from the University of California, Los Angeles with a Bachelor of Arts
3 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington
4 University Law School. During law school, I was a member of the student editorial board for the
5 Federal Circuit Bar Journal.

6 40. My practice is focused on advocating for the rights of consumers and employees in
7 class action litigation. I am currently the managing attorney in charge of litigating several class
8 action cases in state and federal courts in California.

9 41. As the attorney responsible for day-to-day management of this matter at Wilshire
10 Law Firm, PLC, I have over four (4) years of experience litigating wage and hour class actions.
11 Over the past four (4) plus years, I have managed and assisted with the litigation and settlement of
12 numerous wage and hour class actions. In those class actions, I performed similar tasks as those
13 performed in the course of prosecuting this action.

14 42. I was selected as a “Southern California Rising Star” in 2025.

15 43. My current contingent billing rate of \$750 per hour is consistent with the legal
16 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
17 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
18 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 19 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
20 Motion for Final Approval granted on January 31, 2023.
- 21 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
22 01916; Motion for Final Approval granted on March 3, 2023.
- 23 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
24 Motion for Final Approval granted on May 3, 2023.
- 25 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-
26 OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 27 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
28 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.

- 1 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-
2 21-000544; Motion for Final Approval granted on August 11, 2023.
- 3 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
4 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 5 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
6 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 7 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
8 Motion for Final Approval granted on October 17, 2023.
- 9 j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
10 for Final Approval granted on November 2, 2023.
- 11 k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
12 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 13 l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County,
14 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 15 m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
16 Motion for Final Approval granted on February 22, 2024.
- 17 n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
18 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 19 o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No.
20 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 21 p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951;
22 Motion for Final Approval granted on July 11, 2024.
- 23 q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-
24 199416; Motion for Final Approval granted on November 12, 2024.
- 25 r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-
26 CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- 27 s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for
28 Final Approval granted on January 23, 2025.

- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. *Torres v. Lupton Excavation, Inc.*, Sacramento County, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. *Peterson v. PJ Printers*, Orange County, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- x. *Carter v. Medlab2020, Inc.*, Orange County, Case No. 30-2022-01247444-CU-OE-CXC; Motion for Final Approval granted on May 22, 2025.
- y. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino County, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.
- z. *Carbajal v. Mattco Forge, Inc.*, Los Angeles County, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.

44. Arman A. Salehi (“Mr. Salehi”) is an Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2023. Mr. Salehi graduated from the University of California, Los Angeles, with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as U.C. Hastings). Since November 2023, Mr. Salehi’s practice has mainly been focused on wage and hour class action litigation. Mr. Salehi’s hourly billing rate is \$600.00.

45. Emily K. Borman (“Ms. Borman”) is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in

1 employment law, including Plaintiff-side wage and hour cases. She has received numerous awards
2 for her legal work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern
3 California Rising Star. Ms. Borman’s hourly billing rate is \$800.00.

4 46. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at Wilshire Law Firm,
5 PLC. She was admitted to practice law in the State of California in 2019. Ms. Miller graduated from
6 the University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming
7 an attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
8 handling employment matters. She earned her Juris Doctor from Southwestern Law School in 2019.
9 Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since 2020.
10 As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf of
11 California employees. Ms. Miller’s hourly billing rate is \$600.00.

12 47. Justin F. Marquez (“Mr. Marquez”) was a Senior Partner at Wilshire Law Firm,
13 PLC. He was admitted to practice law in the State of California in 2009. Mr. Marquez graduated
14 from the University of California, Los Angeles’s College Honors Program in 2004 with Bachelor
15 of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an
16 undergraduate, he also received a scholarship to study abroad for one (1) year at Tokyo University
17 in Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has
18 received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as
19 a “Southern California Rising Star,” and from 2022 to 2025, he was selected as a “Southern
20 California Super Lawyer.” He was selected as one of the “Best Lawyers in America” from 2023 to
21 2025. In 2016 and 2017, the National Trial Lawyers selected him as a “Top 40 Under 40” attorney.
22 In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY (California
23 Lawyer Attorneys of the Year) award for his work on a false advertising case against Apple which
24 ultimately led to a \$25 million settlement. Mr. Marquez’s hourly rate while at Wilshire Law Firm,
25 PLC was \$1,500 per hour.

26 48. The reasonableness of Wilshire Law Firm, PLC’s hourly rates is also supported by
27 several surveys of legal rates, including the following:

28 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which

1 presents the real market rates of Los Angeles area attorneys who practice litigation. For that
2 category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates.
3 Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with “21
4 or more years of experience” and “Fewer than 21 years.” For those categories, the third quartile
5 Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for
6 attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate
7 Report is attached hereto as **Exhibit 6**.

8 b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye
9 of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author
10 describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law
11 firm rates have been increasing by just under 3% per year. A true and correct copy of this article
12 is attached hereto as **Exhibit 7**.

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

15 Executed on January 23, 2026, at Los Angeles, California.

16
17 

18 _____
Arrash T. Fattahi
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Los Angeles, CA 90010
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Daniel Kramer, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

January 16, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Pacific Green Landscape, Inc.
8834 Winter Gardens Blvd.
Lakeside, CA 92040
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6577 2995 46

Michael C. Regan
Agent for Service of Process for:
Pacific Green Landscape, Inc.
8834 Winter Gardens Blvd.
Lakeside, CA 92040
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6577 2995 53

Re: ***Efrain Flores Flores v. Pacific Green Landscape, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Efrain Flores Flores ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Pacific Green Landscape, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including San Diego County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Efrain Flores Flores is a resident of San Diego County, California who worked for Defendant in San Diego County, California as an hourly-paid, non-exempt employee from approximately May 2023 to approximately November 2023. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should

have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Throughout the statutory period, Defendant used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all

meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved

Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net

wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

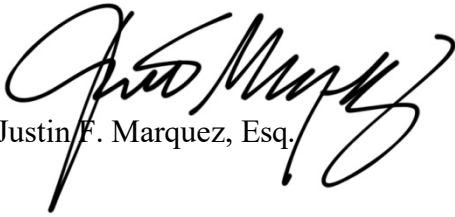
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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Michael C. Regan
Agent for Service of Process for:
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8834 Winter Gardens Blvd.
Lakeside, CA 92040

248165



WILSHIRE LAW FIRM, PLC

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Pacific Green Landscape, Inc.
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EXHIBIT 2

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Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EFRAIN FLORES FLORES, individually, ~~and~~
on behalf of all others similarly situated, ~~and on~~
~~behalf of the State of California and other~~
~~aggrieved persons.~~

Plaintiff,

v.

PACIFIC GREEN LANDSCAPE, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
- ~~and~~
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); ~~and~~
~~8-9.~~ Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff EFRAIN FLORES FLORES (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant PACIFIC GREEN LANDSCAPE,
6 INC. and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 for all hours worked (minimum, straight time, and overtime wages), failure to provide meal
9 periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to
10 furnish accurate wage statements, and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
12 class action on behalf of himself and certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee during the statute of
16 limitations period applicable to the claims pleaded here.

17 2.3. Plaintiff brings the Ninth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 him, the State of California, and past and present non-exempt employees employed by
20 Defendants in the State of California during the statute of limitations period for their PAGA
21 claim (hereinafter referred to as the “Aggrieved Employees”).

22 3.4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including San Diego County. As such, and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
25 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
26 Commission (“IWC”), and the California Business & Professions Code.

27 4.5. Despite these requirements, throughout the statutory period, Defendants
maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

5-6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6-7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Class Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or

omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

7-8. Plaintiff EFRAIN FLORES FLORES is a resident of San Diego County, County who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately May 2023 to approximately November 2023.

8-9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9-10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant PACIFIC GREEN LANDSCAPE, INC. is, and at all times herein mentioned, was:

- (a) A California corporation qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Diego County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant PACIFIC GREEN LANDSCAPE, INC. suffered and permitted Plaintiff and the Class Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10-11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

1 ~~11-12.~~ At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
2 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
3 and/or injured a significant number of the ~~Plaintiff and the Class~~ Plaintiff, the Class, and the
4 Aggrieved Employees in the State of California.

5 ~~12-13.~~ Plaintiff is informed and believes and thereon alleges that at all relevant times
6 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
7 the other employees described in the class definitions below, and exercised control over their
8 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
9 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
10 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
11 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
12 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
13 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
14 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
15 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
16 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
17 abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18 ~~13-14.~~ Plaintiff worked for Defendants in San Diego County, California as an hourly-
19 paid, non-exempt employee from approximately May 2023 to approximately November 2023.
20 During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and
21 classified him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at
22 least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked
23 more than eight hours in a workday and/or more than forty (40) hours in a workweek.

24 ~~14-15.~~ Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
25 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
26 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to
27 timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to

1 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.

2 As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

3 ~~15-16.~~ Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees for all hours
5 worked, including minimum, straight time, and overtime wages. Defendants required ~~Plaintiff~~
6 ~~and the Class~~Plaintiff, the Class, and the Aggrieved Employees to work "off-the-clock,"
7 uncompensated, by, for example, requiring ~~Plaintiff and the Class~~Plaintiff, the Class, and the
8 Aggrieved Employees to perform work during unpaid meal periods and after clocking out for the
9 workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay
10 for all hours worked, Defendants also failed to maintain accurate records of the hours ~~Plaintiff~~
11 ~~and the Class~~Plaintiff, the Class, and the Aggrieved Employees worked.

12 ~~16-17.~~ Throughout the statutory period, Defendants used a system of time rounding
13 and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate
14 ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees properly for all the time
15 they have actually worked, even though the realities of Defendants' operations are such that it is
16 possible, practical, and feasible to count and pay for work time to the minute. Accordingly,
17 Defendants frequently paid ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved
18 Employees less than all their work time. Some of this unpaid work also should have been paid at
19 the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
20 accurate records of the hours ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved
21 Employees worked.

22 ~~17-18.~~ Throughout the statutory period, Defendants wrongfully failed to provide ~~Plaintiff~~
23 ~~and the Class~~Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal
24 periods. Defendants regularly, but not always, required ~~Plaintiff and the Class~~Plaintiff, the Class,
25 and the Aggrieved Employees to work in excess of five consecutive hours a day without
26 providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or
27 without compensating ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees
for meal periods that were not provided by the end of the fifth hour of work or tenth hour of

1 work. Instead, Defendants continued to assert control over Plaintiff and the ClassPlaintiff, the
2 Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
3 work tasks which could not be completed without working in lieu of taking mandatory meal
4 periods, or by denying Plaintiff and the ClassPlaintiff, the Class, and the Aggrieved Employees
5 permission to take a meal period. Accordingly, Defendants' policy and practice was not to
6 provide meal periods to Plaintiff and the ClassPlaintiff, the Class, and the Aggrieved Employees
7 in compliance with California law.

8 18-19. Throughout the statutory period, Defendants have wrongfully failed to authorize
9 and permit Plaintiff and the ClassPlaintiff, the Class, and the Aggrieved Employees to take
10 legally compliant rest periods. Defendants regularly required Plaintiff and the ClassPlaintiff, the
11 Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without
12 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
13 period for every four hours of work (or major fraction of four hours), or without compensating
14 Plaintiff and the ClassPlaintiff, the Class, and the Aggrieved Employees for rest periods that
15 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff
16 and the ClassPlaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or
17 encouraging them to perform work tasks which could not be completed without working in lieu
18 of taking mandatory rest periods, or by denying Plaintiff and the ClassPlaintiff, the Class, and the
19 Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and
20 practice was to not authorize and permit Plaintiff and the ClassPlaintiff, the Class, and the
21 Aggrieved Employees to take rest periods in compliance with California law.

22 19-20. Throughout the statutory period, Defendants willfully failed and refused to timely
23 pay Plaintiff and the ClassPlaintiff, the Class, and the Aggrieved Employees all final wages due
24 at their termination of employment. In addition, Plaintiff's final paychecks did not include
25 payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period
26 premium wages, and rest period premium wages owed to him by Defendants at the conclusion of
27 his employment. On information and belief, Defendants' failure to timely pay Plaintiff's final
wages when his employment terminated was not a single, isolated incident, but was instead

1 consistent with Defendants' policy and practice that applied to ~~Plaintiff and the Class~~Plaintiff,
2 the Class, and the Aggrieved Employees.

3 ~~20-21.~~ Throughout the statutory period, Defendants failed to furnish ~~Plaintiff and the~~
4 ClassPlaintiff, the Class, and the Aggrieved Employees with accurate, itemized wage statements
5 showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned
6 (including correct hours worked, correct wages for meal periods that were not provided in
7 accordance with California law, and correct wages for rest periods that were not authorized and
8 permitted to take in accordance with California law). As a result of these violations of California
9 Labor Code § 226(a), the ~~Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved
10 Employees suffered injury because, among other things:

- 11 (a) the violations led them to believe that they were not entitled to be paid
12 minimum, straight time, overtime, meal period premium, and rest period
13 premium wages, even though they were entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 straight time, overtime, meal period premium, and rest period premium
16 wages, even though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid minimum,
18 straight time, overtime, meal period premium, and rest period premium
19 wages at the correct California rate even though they were entitled;
- 20 (d) the violations led them to believe they had been paid minimum, straight time,
21 overtime, meal period premium, and rest period premium wages at the
22 correct California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 straight time, overtime, meal period premium, and rest period premium
25 wages owed to them;
- 26 (f) in connection with their employment before and during this action, and in
27 connection with prosecuting this action, the violations caused them to have
to perform mathematical computations to determine the amounts of wages

- owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ were entitled, and Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21-22. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire.

22-23. Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class~~Plaintiff, the Class, and the Aggrieved Employees~~ for these employment-related expenses.

CLASS ACTION ALLEGATIONS

23-24. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

24-25. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

~~25-26.~~ The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

~~26-27.~~ At all material times, Plaintiff was a member of the Class.

~~27-28.~~ Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

~~28-29.~~ There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29-30. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum,

straight time, and overtime wages;

- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

30-31. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

~~31-32.~~ Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

~~32-33.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through ~~22-23~~ in this Complaint.

~~33-34.~~ "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

~~34-35.~~ At all relevant times herein mentioned, Defendants knowingly failed to pay to

1 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
2 compensation for each hour worked as alleged above, Defendants willfully violated the
3 provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which
4 require such compensation to non-exempt employees.

5 ~~35-36.~~ Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
6 time wages for all non-overtime hours worked for Defendants.

7 ~~36-37.~~ By and through the conduct described above, Plaintiff and the Class have been
8 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

9 ~~37-38.~~ By virtue of the Defendants' unlawful failure to pay additional compensation to
10 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
11 suffered, and will continue to suffer, damages in amounts which are presently unknown to
12 Plaintiff and the Class and which will be ascertained according to proof at trial.

13 ~~38-39.~~ By failing to keep adequate time records required by California Labor Code §
14 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
15 compensation due Plaintiff and the Class.

16 ~~39-40.~~ Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
17 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

18 ~~40-41.~~ California Labor Code § 204 requires employers to provide employees with all
19 wages due and payable twice a month. Throughout the statute of limitations period applicable to
20 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
21 required by law, including minimum and straight time wages. However, during all such times,
22 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due
23 and failed to pay those wages twice a month.

24 ~~41-42.~~ Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
25 and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California
26 Labor Code §§ 218.5, 218.6, and 1194(a).

27 **SECOND CAUSE OF ACTION**

(Against All Defendants for Failure to Pay Overtime Wages)

1 ~~42-43.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through ~~22-23~~ in this Complaint.

3 ~~43-44.~~ California Labor Code § 510 provides that employees in California shall not be
4 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
5 receive additional compensation beyond their regular wages in amounts specified by law.

6 ~~44-45.~~ California Labor Code §§ 1194 and 1198 provide that employees in California
7 shall not be employed more than eight hours in any workday unless they receive additional
8 compensation beyond their regular wages in amounts specified by law. Additionally, California
9 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
10 by the IWC is unlawful.

11 ~~45-46.~~ At all times relevant hereto, Plaintiff and the Class have worked more than eight
12 hours in a workday and/or more than forty (40) hours in a workweek, as employees of
13 Defendants.

14 ~~46-47.~~ At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
15 overtime compensation for the hours they have worked in excess of the maximum hours
16 permissible by law as required by California Labor Code §§ 510 and 1198.

17 ~~47-48.~~ By virtue of Defendants' unlawful failure to pay additional premium rate
18 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
19 Class have suffered, and will continue to suffer, damages in amounts which are presently
20 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
21 ascertained according to proof at trial.

22 ~~48-49.~~ By failing to keep adequate time records required by Labor Code § 1174(d),
23 Defendants have made it difficult to calculate the full extent of overtime compensation due to
24 Plaintiff and the Class.

25 ~~49-50.~~ Plaintiff and the Class also request recovery of overtime compensation according
26 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
27 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
California Labor Code and/or other statutes.

1 ~~50-51.~~ California Labor Code § 204 requires employers to provide employees with all
2 wages due and payable twice a month. The Wage Orders also provide that every employer shall
3 pay to each employee, on the established payday for the period involved, overtime wages for all
4 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
5 with all compensation due, in violation of California Labor Code § 204.

6 **THIRD CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Provide Meal Periods)**

8 ~~51-52.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through ~~22-23~~ in this Complaint.

10 ~~52-53.~~ Under California law, Defendants have an affirmative obligation to relieve the
11 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
12 start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal
13 periods no later than the start of the eleventh hour of work in the workday. California Labor
14 Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide
15 unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a
16 violation of California Labor Code § 226.7 for an employer to require any employee to work
17 during any meal period mandated under any Wage Order.

18 ~~53-54.~~ Despite these legal requirements, Defendants regularly failed to provide Plaintiff
19 and the Class with both meal periods as required by California law. By their failure to permit
20 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
21 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
22 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
23 Wage Orders.

24 ~~54-55.~~ Under California law, Plaintiff and the Class are entitled to be paid one hour of
25 additional wages for each workday he or she was not provided with all required meal period(s),
26 plus interest thereon.

27 **FOURTH CAUSE OF ACTION**

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

1 ~~55-56.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through ~~22-23~~ in this Complaint.

3 ~~56-57.~~ Defendants are required by California law to authorize and permit breaks of ten
4 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
5 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
6 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
7 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
8 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
9 itself a violation of California's rest break laws. It is a violation of California Labor Code §
10 226.7 for an employer to require any employee to work during any rest period mandated under
11 any Wage Order.

12 ~~57-58.~~ Despite these legal requirements, Defendants failed to authorize Plaintiff and the
13 Class to take rest breaks, regardless of whether employees worked more than four hours in a
14 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
15 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
16 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor
17 Code § 226.7 and the applicable Wage Orders.

18 ~~58-59.~~ Under California law, Plaintiff and the Class are entitled to be paid one hour of
19 premium wages rate for each workday he or she was not provided with all required rest break(s),
20 plus interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time
23 Penalties)**

24 ~~59-60.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein
25 paragraphs 1 through ~~22-23~~ in this Complaint.

26 ~~60-61.~~ At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
27 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
due and payable immediately, and that if an employee voluntarily leaves his or her employment,

1 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
3 quit, in which case the employee is entitled to his or her wages at the time of quitting.

4 ~~61-62.~~ Within the applicable statute of limitations, the employment of many other
5 members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of
6 others will be. However, during the relevant time period, Defendants failed, and continue to fail
7 to pay terminated Class Members, without abatement, all wages required to be paid by California
8 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
9 their leaving Defendants' employ.

10 ~~62-63.~~ Defendants' failure to pay those Class members who are no longer employed by
11 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
12 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
13 202.

14 ~~63-64.~~ California Labor Code § 203 provides that if an employer willfully fails to pay
15 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue
16 as a penalty wage from the due date, and at the same rate until paid or until an action is
17 commenced; but the wages shall not continue for more than thirty (30) days.

18 ~~64-65.~~ The Class is entitled to recover from Defendants their additionally accruing wages
19 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days
20 maximum pursuant to California Labor Code § 203.

21 ~~65.~~ Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
22 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
23 action.

24 ~~66.~~ ##

SIXTH CAUSE OF ACTION

25 **(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant**
26 **Wage Records)**

1 ~~66-67.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through ~~22~~23 in this Complaint.

3 ~~67-68.~~ At all material times set forth herein, California Labor Code § 226(a) provides that
4 every employer shall furnish each of his or her employees an accurate itemized wage statement
5 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
6 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
7 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
8 on written orders of the employee may be aggregated and shown as one item, (5) net wages
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
10 employee and the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name and address of the legal
12 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
13 the corresponding number of hours worked at each hourly rate by the employee.

14 ~~68-69.~~ Defendants have intentionally and willfully failed to provide employees with
15 complete and accurate wage statements. The deficiencies include, among other things, the
16 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
17 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

18 ~~69-70.~~ As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
19 and the Class have suffered injury and damage to their statutorily protected rights.

20 ~~70-71.~~ Specifically, Plaintiff and the members of the Class have been injured by
21 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
22 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
23 statements under California Labor Code § 226(a).

24 ~~71-72.~~ Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
25 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
26 a result of having to bring this action to attempt to obtain correct wage information following
27 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
laws and regulations.

~~72-73.~~ Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

~~74.~~ Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

///

~~73.~~ ///

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

~~74-75.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through ~~22-23~~ in this Complaint.

~~75-76.~~ As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

~~76-77.~~ Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

~~77-78.~~ As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

~~78-79.~~ Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

~~79-80.~~ Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through ~~22-23~~ in this Complaint.

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1 ~~80-81.~~ Defendants, and each of them, are “persons” as defined under California Business
2 & Professions Code § 17201.

3 ~~81-82.~~ Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
5 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
6 Procedure § 1021.5.

7 ~~82-83.~~ Defendants’ activities, as alleged herein, are violations of California law, and
8 constitute unlawful business acts and practices in violation of California Business & Professions
9 Code §§ 17200, *et seq.*

10 ~~83-84.~~ A violation of California Business & Professions Code §§ 17200, *et seq.* may be
11 predicated on the violation of any state or federal law. All of the acts described herein as
12 violations of, among other things, the California Labor Code, are unlawful and in violation of
13 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
14 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
15 California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Pay Minimum and Straight Time Wages**

17 ~~84-85.~~ Defendants’ failure to pay minimum and straight time wages, and other benefits in
18 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
19 California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Pay Overtime Wages**

21 ~~85-86.~~ Defendants’ failure to pay overtime compensation and other benefits in violation
22 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
23 prohibited by California Business & Professions Code §§ 17200, *et seq.*

24 **Failure to Provide Meal Periods**

25 ~~86-87.~~ Defendants’ failure to provide meal periods in accordance with California Labor
26 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
27 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

1 87-88. Defendants' failure to authorize and permit rest periods in accordance with
2 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
3 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

4 **Failure to Indemnify Business Expenses**

5 88-89. Defendants' failure to reimburse expenses incurred in accordance with California
6 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
7 California Business & Professions Code §§ 17200, *et seq.*

8 89-90. By and through their unfair, unlawful and/or fraudulent business practices
9 described herein, the Defendants, have obtained valuable property, money and services from
10 Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly
11 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

12 90-91. Plaintiff and the Class Members suffered monetary injury as a direct result of
13 Defendants' wrongful conduct.

14 91-92. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
15 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
16 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
17 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
18 the Class are not obligated to establish individual knowledge of the wrongful practices of
19 Defendants in order to recover restitution.

20 92-93. Plaintiff, individually, and on behalf of members of the putative class, is further
21 entitled to, and does, seek a declaration that the above-described business practices are unfair,
22 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
23 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
24 practices in the future.

25 93-94. Plaintiff, individually, and on behalf of members of the putative class, has no
26 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
27 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
practices. As a result of the unfair, unlawful and/or fraudulent business practices described

1 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
2 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
3 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

4 94-95. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
5 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
6 withholdings.

7 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
8 and putative Class Members are entitled to restitution of the wages withheld and retained by
9 Defendants during a period that commences four years and 178 days prior to the filing of this
10 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
11 Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil
12 Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

13 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein
14 paragraphs 1 through 23 in this Complaint.

15 98. At all times herein mentioned, Defendants were subject to the Labor Code of the
16 State of California and the applicable Industrial Welfare Commission Orders.

17 99. California Labor Code § 2699(a) specifically provides for a private right of action
18 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
19 law, any provision of this code that provides for a civil penalty to be assessed and collected by
20 the Labor and Workforce Development Agency or any of its departments, divisions,
21 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
22 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
23 herself and other current or former employees pursuant to the procedures specified in Section
24 2699.3."
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100. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. He gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

101. The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

102. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

95-103. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

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As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
16. For unpaid meal period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all actual, consequential and incidental losses and damages, according to proof;

49. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

##

As to all Causes of Action

~~47-52.~~ For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: ~~December 18, 2023~~ January 23, 2026

WILSHIRE LAW FIRM

By: Justin F. Marquez John G. Yslas

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FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT
COMPLAINT

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Arrash T. Fattahi
Arman A. ~~Abdolsalehi~~ A. Salehi

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: ~~December 18, 2023~~ January 23, 2026

WILSHIRE LAW FIRM

By: Justin F. Marquez John G. Yslas
Arrash T. Fattahi
Arman ~~Abdolsalehi~~ A. Salehi

Attorneys for Plaintiff

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Efrain Flores Flores (“Plaintiff”) and defendant Pacific Green Landscape, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the lawsuits alleging wage and hour and Private Attorneys General Act violations against Defendant captioned *Efrain Flores Flores v. Pacific Green Landscape, Inc.* initiated on December 18, 2023, and pending in the Superior Court of the State of California, County of San Diego (Case No. 37-2023-00054631-CU-OE-CTL), and *Efrain Flores Flores v. Pacific Green Landscape, Inc.* initiated on January 1, 2025, and pending in the Superior Court of the State of California, County of San Diego (Case No. 25CU003186C).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from June 23, 2019 to July 30, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Diego.
- 1.16. “Defendant” means Defendant Pacific Green Landscape, Inc.
- 1.17. “Defense Counsel” means Matthew McConnell and Luke Bickel of Sheppard, Mullin, Richter & Hampton LLP.
- 1.18. “Effective Date” means the date by which the Settlement and judgment becomes final. For purposes of this Settlement Agreement, the Settlement and judgment “becomes final” only after the Court grants the Motion for Final Approval of the Settlement and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and Defendant will not be obligated to fund this Settlement, until the Court’s order approving the Settlement becomes final, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the Settlement.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$1,100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from January 16, 2023 to July 30, 2025.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.32. “PAGA Notice” means Plaintiff’s January 16, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00) and the 75% to LWDA (\$45,000.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Efrain Flores Flores, the named Plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and each of its past, present and future owners, boards, directors, officers, trustees, shareholders, agents, attorneys, representatives, successors and assigns, and present and former parent, subsidiary, affiliated and related entities.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On December 18, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure

to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices.

- 2.2 On January 17, 2025, Plaintiff filed a Complaint alleging violations of the Private Attorneys General Act against Defendant.
- 2.3 Plaintiff will request leave to file a First Amended Class and Representative Action Complaint, adding an additional cause of action for civil penalties under PAGA (the “Operative Complaint”), when filing his Motion for Preliminary Approval.
- 2.4 After the First Amended Class and Representative Action Complaint is on file, Plaintiff will file a Request for Dismissal without prejudice of the duplicative PAGA action.
- 2.5 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6 On February 3, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq., which did not result in a settlement. On May 2, 2025, the Parties participated in a further half-day mediation, which ultimately led to the Parties’ Agreement to settle the Action.
- 2.7 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, a sample of Defendant’s timekeeping records, policies, and other information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.8 The Court has not granted class certification.
- 2.9 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,100,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099s. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$366,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Final Approval no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.
- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records through May 2, 2025, Defendant estimates there are approximately 993 Class Members who collectively worked a total of approximately 54,554 Workweeks.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class

Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within 21 days of the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to releasing the Settlement Released Claims and the PAGA Released Claims, Plaintiff, in his individual capacity, fully and finally releases Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to his employment with Defendant and his compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims asserted in the Lawsuit, as amended, and/or arising from or related to the Lawsuit, as amended, or the PAGA Notice. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 et seq., 2699 et seq., 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; PAGA; the California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; federal common law; and the

Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. (ERISA). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. Plaintiff's Released Claims also include all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Plaintiff's Released Parties committed or omitted prior to the execution hereof, asserted or that could have been asserted based upon the facts pleaded in the Lawsuit, as well as any claims relating to his employment with and/or separation from any of the Plaintiff's Released Parties that may arise under federal, state, or local wage and hour laws, ordinances, or regulations. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 5.2 Release by Participating Class Members, Including Those Who Are Not Aggrieved Employees: As of the date Defendant funds the Gross Settlement Amount, all Class Members who do not properly opt-out of the Settlement will fully and finally release the Released Parties from any and all Class Released Claims (defined below) that arose during the Class Period. The Class Released Claims include all claims asserted in the Lawsuit, as amended, and/or arising from or related to the facts and claims alleged in the Lawsuit, as amended. The Class Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal

periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The Class Released Claims include all claims arising out of the Lawsuit under the California Labor Code (including 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512; 1174(d); 1194(a); 1194.2; 1197; 1198.); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law.

- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees, including those who timely and effectively exclude themselves from the Settlement Class, shall nevertheless be bound by the Released PAGA Claims (defined herein below) and shall receive a pro rata portion of 25% of the PAGA penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, shall release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit, based on the allegations asserted in the Lawsuit, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; and alleged violations of Labor Code sections including 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512; 1174(d); 1194(a); 1194.2; 1197; 1198, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802 ("Released PAGA Claims"). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that

includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (iv) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class

Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. ESCALATOR CLAUSE. Defendant represented that there were no more than 54,554 workweeks worked by the Class Members during the Class Period at the time of mediation. If it is determined that the actual number of workweeks worked by the Class Members during the Class Period exceeds 5,455 (10% more than 54,554), Defendant shall have the option to: (a) increase the Maximum Settlement Amount by the percentage increase in the number of workweeks worked by the class members above 10% (e.g. if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b)

roll back the Class Period to the date in which 60,009 workweeks is met.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to

appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the

Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.5 Attorney Authorization. Class Counsel and Defense 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.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in

this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Further, the Parties agree that they have not and will not publish any publicity materials relating to this Agreement. In response to any inquiries, the Parties will state that “the case was resolved, and it was resolved confidentially.” The Parties shall not report the settlement reached in this Agreement in any medium or in any publication, shall not post or report anything regarding the claims in the Operative Complaint on its website, and shall not contact any reporters or media regarding the Action. Despite this provision, the Parties can discuss this Agreement and resolution of the Action with their respective representatives, the Settlement Class Members, and in any filings with the Court and the LWDA.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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arman.salehi@wilshirelawfirm.com

To Defendant:

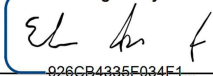
Matthew S. McConnell, Esq.
Luke J. Bickel, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
12275 El Camino Real, Suite 100
San Diego, California 92130-4092
Telephone: (858) 720-8900
Facsimile: (858) 509-3691
mmcconnell@sheppardmullin.com
lbickel@sheppardmullin.com

- 12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.19 Re-Open Proceedings. The Parties agree that, in the event the settlement is not approved by the Court, or if the settlement is terminated by either Party under the provisions of this Agreement, the Parties will request that the Court reopen proceedings within thirty (30) calendar days.

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On Behalf of Plaintiff Efrain Flores Flores:

Dated: 1/22/2026

DocuSigned by:

926CB4335F034F1...
Efrain Flores Flores, Plaintiff

On Behalf of Defendant Pacific Green Landscape, Inc.:

Dated: 1/23/2026

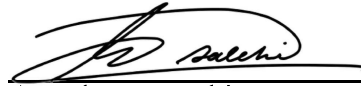
DocuSigned by:

39F1E6D6D4A04E9...
Name:
Title:

Approved as to form:

1/23/2026
Dated: _____

WILSHIRE LAW FIRM, PLC


Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

1/23/2026
Dated: _____

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP


Matthew McConnell
Luke Bickel

Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Efrain Flores Flores v. Pacific Green Landscape, Inc.,
(San Diego County Superior Court Case No. 37-2023-00054631-CU-OE-CTL)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Pacific Green Landscape, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Efrain Flores Flores ("Plaintiff"), and seeks payment for (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees ("Class Members") who worked for Defendant in California during the Class Period from June 23, 2019 through July 30, 2025; and (9) penalties under the California Private Attorney General Act ("PAGA") for all hourly-paid or non-exempt employees who worked for Defendant in California during the PAGA Period from January 16, 2023 through July 30, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA penalties to pay penalties to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** in California during the Class Period and **you worked _____ workweeks** in California during the PAGA Period. If you believe that you worked more workweeks and/or pay periods in California during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant. The Court has not made any determination on the merits of the claims being alleged, all of which are strenuously denied by Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period in California and how many Pay Periods you worked at least one day during the PAGA Period in California, respectively. The number of California-based Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff filed the Action against Defendant. The Action alleges that Defendant violated California law by (1) failing to pay all minimum and straight time wages, (2) failing to pay all overtime wages, (3) failing to provide meal periods (4) failing to authorize and permit rest periods, (5) failing to timely pay final wages at termination, (6) failing to provide accurate itemized wage statements, (7) failing to indemnify employees for expenditures, and (8) unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm (“Class Counsel”).

Defendant strongly denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant indemnified employees for any expenditures; that Defendant did not violate California Business and Professions Code section 17200 et seq.; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action. The Court has not made any determination of the merits of the claims of Plaintiff or the defenses of Defendant. This means there has been no determination that Defendant did not comply with California law and Defendant maintains that it complied with the law at all times.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator Monique Ngo-Bonnici, Esq., in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

Plaintiff and Class Counsel think the Settlement is in the best interest of class members because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

The Court preliminarily approved the proposed Settlement on **DATE** as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing on **DATE** to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to 1/3 of the Gross Settlement Amount (currently estimated at \$366,666.67) to Class

Counsel for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,950.00 to the Administrator for services administering the Settlement.
- D. Up to \$60,000.00 for PAGA Penalties, allocated 75% (\$45,000) to the LWDA PAGA Payment and 25% (\$15,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither Plaintiff, Defendant, Class Counsel, nor Defense Counsel is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be transmitted to the California State Controller's Unclaimed Property Fund under your name.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify

the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims against Defendant for violations of California's labor laws.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the date Defendant funds the Gross Settlement Amount, all Class Members who do not properly opt-out of the Settlement will fully and finally release the Released Parties from any and all Class Released Claims (defined below) that arose during the Class Period. The Class Released Claims include all claims asserted in the Lawsuit, as amended, and/or arising from or related to the facts and claims alleged in the Lawsuit, as amended. The Class Released Claims include all

claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The Class Released Claims include all claims arising out of the Lawsuit under the California Labor Code (including 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512; 1174(d); 1194(a); 1194.2; 1197; 1198.); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law..

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees, including those who timely and effectively exclude themselves from the Settlement Class, shall nevertheless be bound by the Released PAGA Claims (defined herein below) and shall receive a pro rata portion of 25% of the PAGA penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, shall release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit, based on the allegations asserted in the Lawsuit, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-

the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; and alleged violations of Labor Code sections including 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512; 1174(d); 1194(a); 1194.2; 1197; 1198, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802 ("Released PAGA Claims"). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Flores v. Pacific Green Landscape, Inc.*, Case No. 37-2023-00000054631-CU-OE-CTL, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before **the _____ Final** Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ([url](#)) _____ or the Court's website ([url](#)) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Flores v. Pacific Green Landscape, Inc.*, Case No. 37-2023-00000054631-CU-OE-CTL, and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this

Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in _____

Department C-74 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information (<https://www.sdcourt.ca.gov/>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) _____ website _____ at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by visiting the Court's online Register of Actions (<https://odyroa.sdcourt.ca.gov/>) and entering the San Diego County Superior Court Case Number for the Action, Case No. 37-2023-00054631-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse by calling (619) 450-7074.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Arrash T. Fattahi

arrash.fattahi@wilshirelawfirm.com

Arman A. Salehi

arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 4

Catherine Griffin

From: no-reply@formassembly.com
Sent: Friday, January 23, 2026 4:34 PM
To: Catherine Griffin
Subject: Thank you for your Proposed Settlement Submission

01/23/2026 04:33:15 PM

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

Item submitted: Proposed Settlement

On 01/23/2026 04:33:15 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1005121-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccatherine.griffin%40wilshirelawfirm.com%7C13cb94ef0f534a5b8eba08de5ae03381%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639048116176718481%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilskFOIjoiTWFPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2BzZAnOWgyZpzzEAaESOKxsIXLyBF22cs6H8PbNjrw1s%3D&reserved=0

EXHIBIT 5



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,000
Opt Out Rate	1%
Opt Outs Received	10
Total Class Claimants	990
Subtotal Admin Only	\$11,950.00

Not-to-Exceed Total \$11,950.00

For 1000 Class Members

Pricing Good for Scope of Estimate Only

January 15, 2026

Case: Flores v. Pacific Green Landscape Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Arman A. Salehi, Esq.

Firm: Wilshire Law Firm, PLC

Contact Number: (213) 381-9988 Ext. 1117

Email: arman.salehi@wilshirelawfirm.com

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

Estimate is based on **1000** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$114.65	1	\$114.65
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$95.00	2	\$190.00
Total			\$1,086.65

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	1,000	\$500.00
Notice Packet & Opt-Out Form	\$1.50	1,000	\$1,500.00
Estimated Postage (up to 2 oz.)*	\$0.74	1,000	\$740.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$4,190.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	100	\$200.00
Remail Notice Packets	\$1.50	100	\$150.00
Estimated Postage	\$0.74	100	\$74.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$634.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	5	\$50.00
Case Manager	\$75.00	1	\$75.00
Total			\$570.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.25	990	\$1,237.50
Estimated Postage	\$0.74	990	\$732.60
Total			\$2,785.10

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	50	\$74.25
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$150.00	1	\$150.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,684.25

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

Estimate Total: \$11,950.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

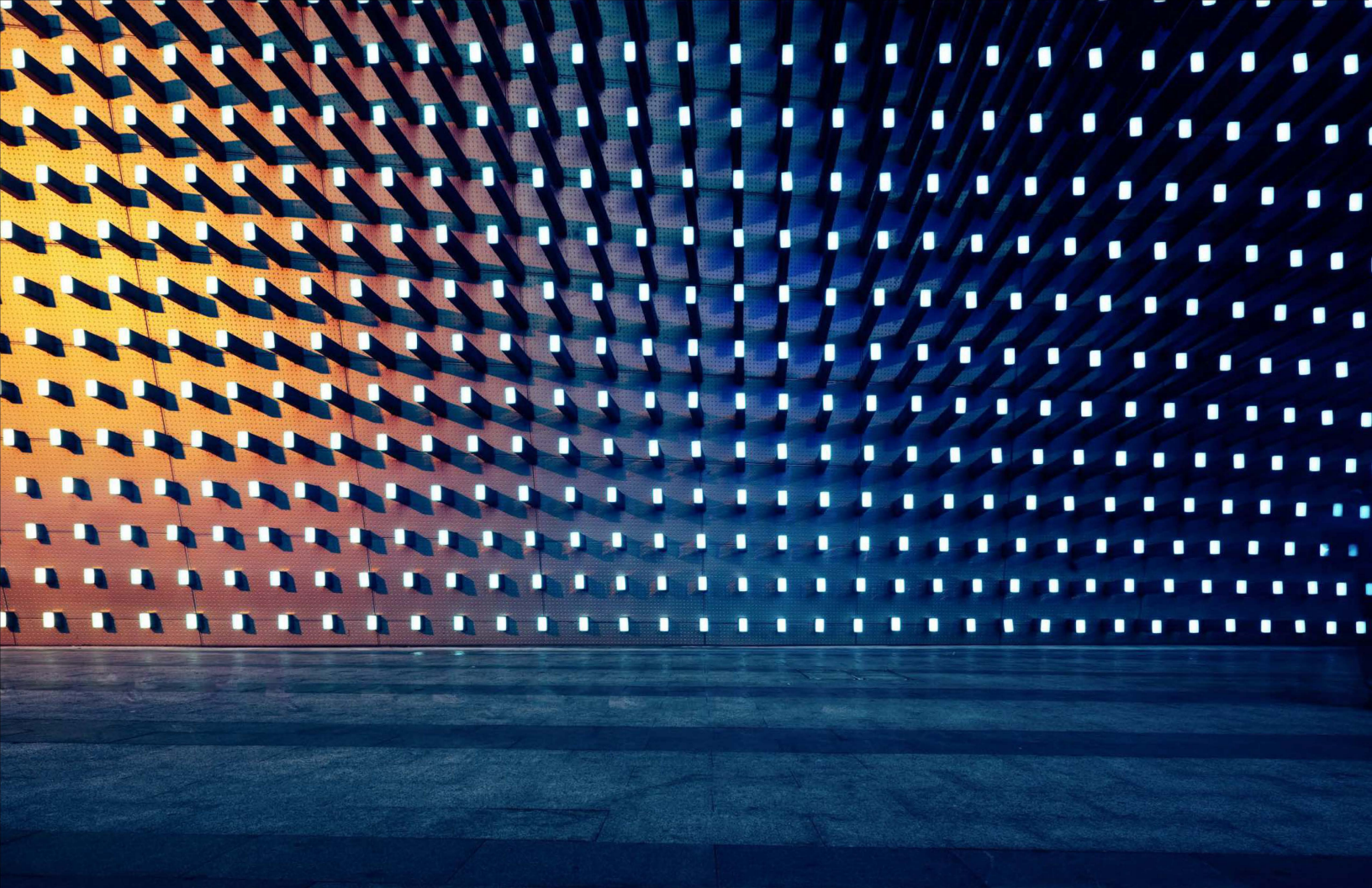
Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client.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

Tax Reporting Requirements

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

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

EXHIBIT 6



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

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Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

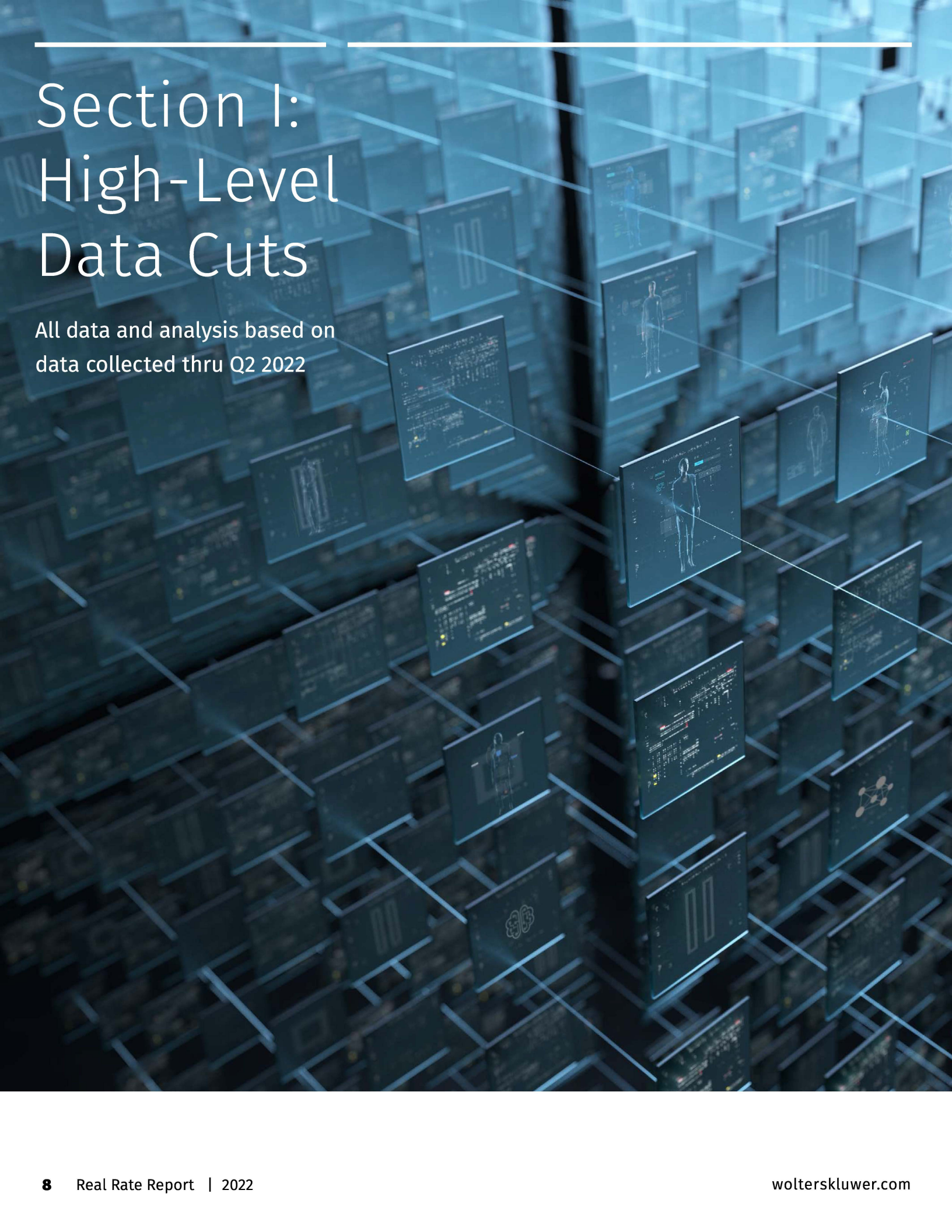
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
		Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
Nashville TN	Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
San Diego CA	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
San Francisco CA	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397



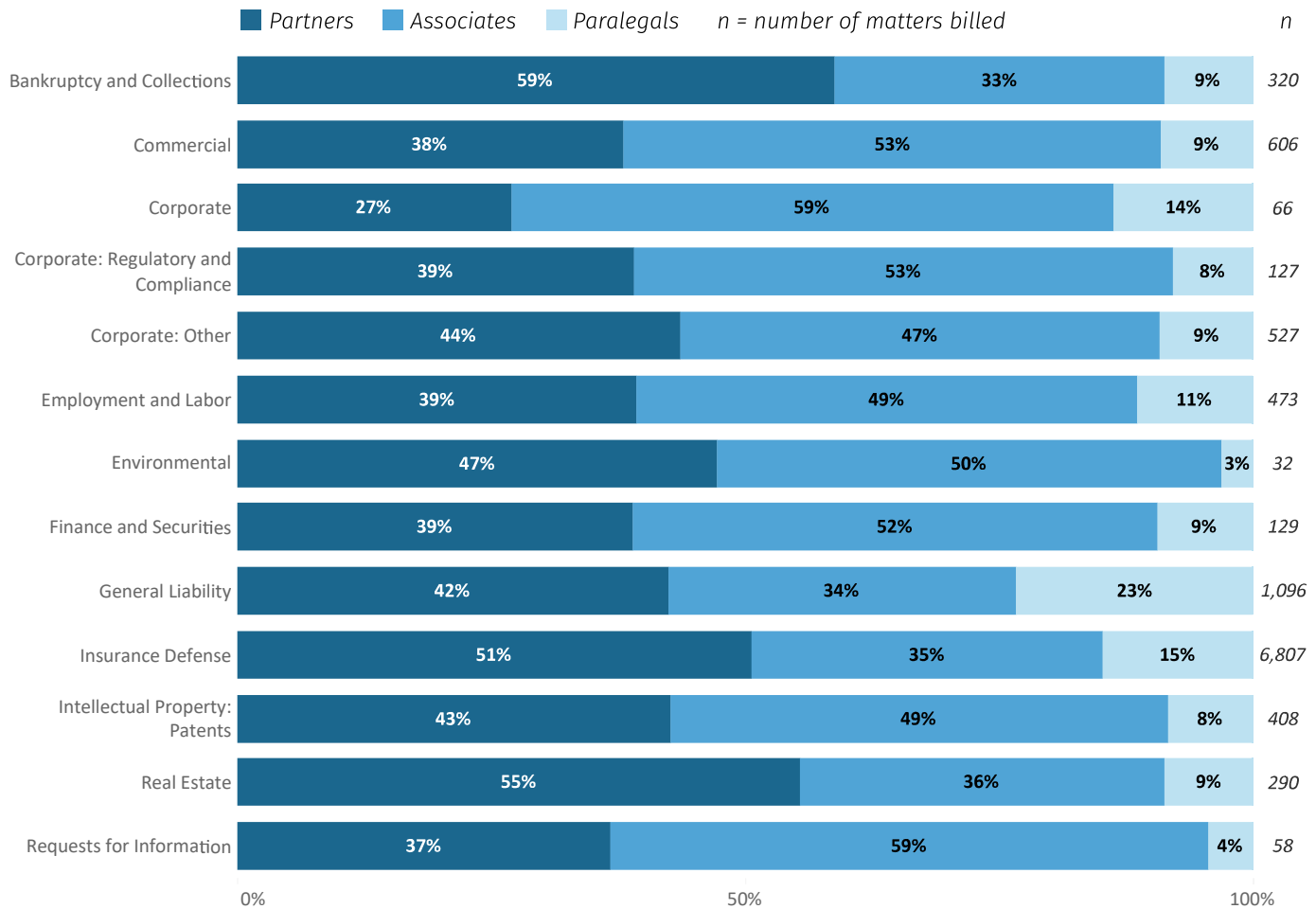
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

EXHIBIT 7

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Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

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Documents

[Trustee's Objection](#)

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