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Attorneys for Plaintiffs Seth Taylor, Leonardo Ramirez,
and Justin Musick, on behalf of themselves and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

SETH TAYLOR, LEONARDO RAMIREZ,
and JAKE MUSICK, on behalf of themselves
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

A PLUS TREE, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. CU24-03172

Assigned to the Hon. Stephen Gizzi, Dept. 3

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
AN ORDER APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, AWARDING ATTORNEYS’ FEES AND
COSTS, AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND ENTERING JUDGMENT**

Date: September 23, 2025

Time: 9:00 a.m.

Dept.: 3

Complaint Filed: April 26, 2024

1 I, EVAN S. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am the owner of Gaines Law Corporation, counsel for Plaintiffs Seth Taylor, Leonardo Ramirez,
4 and Justin Musick ("Plaintiff") in this action. I have personal knowledge of the facts set forth
5 herein and if called as a witness to testify to them, I could and would do so competently.

6 **Counsel's Experience and Recommendation:**

7 2. I obtained my BA degree from the University California at Santa Barbara in 2005.
8 I majored in Film Studies.

9 3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At
10 MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and
11 Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I
12 earned my JD and became a member of the California Bar in 2012.

13 4. After becoming a member of the Bar, I practiced law with my father (Kenneth S.
14 Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my
15 own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in
16 employment disputes like this one. Over 95% of my practice is devoted to complex employment
17 litigation similar to the instant action.

18 5. My firm has represented employees in employment matters such as this one, with
19 an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved
20 class counsel, in dozens of class and representative action matters since my admission to the Bar.
21 A true and correct list of some of the cases in which I have been appointed as class counsel is
22 attached hereto as **Exhibit "A"**.

23 **The Parties and Procedural History**

24 6. Defendant operates an arborist service in Northern California, including in Solano
25 County, California, where it employed Plaintiffs.

26 7. Plaintiff Seth Taylor was employed by Defendant from December 2019 through
27 September 2024 as a non-exempt employee in Vallejo, California.

1 8. Plaintiff Justin Musick has been employed by Defendant since June 2019 as a non-
2 exempt employee in Vallejo, California.

3 9. Plaintiff Leonardo Ramirez has been employed by Defendant since April 27, 2021
4 as a non-exempt employee in Vallejo, California.

5 10. The Aggrieved Employees were employed by Defendant in California between
6 February 21, 2023 and July 13, 2025.

7 11. Plaintiffs alleged that Defendant failed to (1) pay all prevailing wages due to
8 Plaintiffs and certain Aggrieved Employees, in violation of Labor Code §§ 510, 558 and 1194; (2)
9 properly blend bonuses, commissions, and other non-base hourly wages (including prevailing
10 wages), earned by Plaintiffs and other Aggrieved Employees into their regular rate of pay for
11 purposes of paying them meal and rest period premiums, overtime wages, vacation wages, and sick
12 pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and
13 1194; (3) pay premium wages to Aggrieved Employees who were denied meal periods, in violation
14 of Labor Code §§ 226.7, 512, 558, and IWC Wage Order 4-2001; (4) pay premium wages to
15 Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC
16 Wage Order 4-2001; (5) reimburse all business-related expenses to Plaintiffs and Aggrieved
17 Employees, in violation of Labor Code § 2802; (6) provide Plaintiffs and Aggrieved Employees
18 with wage statements that fully and accurately itemized the requirements set forth in Labor Code §
19 226(a); and (7) timely pay Plaintiff Taylor and certain Aggrieved Employees all wages due at the
20 separation of their employment based on the time frames required by Labor Code §§ 201 and 202.

21 12. Plaintiffs exhausted PAGA's administrative notice requirements on or about
22 February 21, 2024, when they submitted a letter by online submission to the Labor and Workforce
23 Development Agency ("LWDA") and by certified mail to Defendant outlining the facts and
24 theories underlying their claims. Attached as **Exhibit B** is a true and correct copy of Plaintiffs'
25 letter to the LWDA.

26 13. Plaintiffs then filed their PAGA representative complaint on April 26, 2024 in the
27 Solano County Superior Court on behalf of themselves and other Aggrieved Employees seeking
28 penalties pursuant to PAGA for Defendant's violations of Labor Code §§ 201, 202, 226(a), 226.3,

226.7, 227.3, 246, 510, 512, 558, 1194, and 2802. On or about June 7, 2024, Defendant filed its Answer to Plaintiffs' complaint.

14. Concurrently with the filing of this Motion, Plaintiffs submitted the Settlement Agreement, together with this Motion and all supporting documents, to the LWDA via online upload on August 15, 2025. Service of the LWDA is reflected on the Declaration of Service submitted herewith. Attached as **Exhibit C** is a true and correct copy of the LWDA upload confirmation.

Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

15. I engaged in formal and informal discovery of Defendant's alleged Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA claims in preparation for a resolution of this Action.

16. I obtained and reviewed multiple documents, including (i) Plaintiffs' employee files and wage statements, (ii) policy documents relating to the employment of Plaintiffs and other Aggrieved Employees, and (iii) data relating to the number of alleged violations and the value of the recoverable penalties.

17. Based on the information received, as well as through discussions with Defendant's Counsel, I was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the PAGA Period. Defendant, however, disputed Plaintiffs' claims and disputed both the existence of and extent of liability as alleged by Plaintiffs.

18. Based on my experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted, and the amount of data that was obtained, was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement.

19. On May 14, 2025, the Parties participated in mediation session with respected mediator Doug Leach, Esq. During the mediation, the parties engaged in arm's-length negotiations and successfully reached an agreement on a resolution of the PAGA claims asserted in the Action

1 as well as Plaintiffs' individual claims in exchange for a general release by way of separate,
2 confidential agreements.

3 **Analysis of Claims For Settlement:**

4 20. This case addresses alleged violations of important employee protections embodied
5 in the California Labor Code – namely, that Defendant failed to (1) pay all prevailing wages due to
6 Plaintiffs and certain Aggrieved Employees, in violation of Labor Code §§ 510, 558 and 1194; (2)
7 properly blend bonuses, commissions, and other non-base hourly wages (including prevailing
8 wages), earned by Plaintiffs and other Aggrieved Employees into their regular rate of pay for
9 purposes of paying them meal and rest period premiums, overtime wages, vacation wages, and sick
10 pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and
11 1194; (3) pay premium wages to Plaintiffs and Aggrieved Employees who were denied meal
12 periods, in violation of Labor Code §§ 226.7, 512, 558, and IWC Wage Order 4-2001; (4) pay
13 premium wages to Plaintiffs and Aggrieved Employees who were denied rest periods, in violation
14 of Labor Code § 226.7 and IWC Wage Order 4-2001; (5) reimburse all business-related expenses
15 to Plaintiffs and Aggrieved Employees, in violation of Labor Code § 2802; (6) provide Plaintiffs
16 and Aggrieved Employees with wage statements that fully and accurately itemized the requirements
17 set forth in Labor Code § 226(a); and (7) timely pay Plaintiff Taylor and certain Aggrieved
18 Employees all wages due at the separation of their employment based on the time frames required
19 by Labor Code §§ 201 and 202.

20 21. Defendant contends it acted within the requirements of California law at all times
21 as to all Aggrieved Employees. It further contends that not every pay period at issue involved an
22 alleged Labor Code violation subject to civil penalties. Moreover, it maintained that even if the
23 Court did award penalties, the Court could and would *substantially* reduce the penalties awarded
24 based on the discretionary factors contained in Labor Code § 2699(e)(2) (“In action by an aggrieved
25 employee . . . , a court may award a lesser amount than the maximum civil penalty amount specified
26 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
27 result in an award that is unjust, arbitrary and oppressive, or confiscatory.”). Defendant also argued
28 that it had a valid and enforceable arbitration agreement, which could preclude the litigation of

1 PAGA claims on a representative basis altogether, given the United States Supreme Court’s recent
2 ruling in *Viking River Cruises v. Moriana*, 142 S.Ct. 734 (2022).

3 22. Based on these disputes, which had the potential to completely eliminate Plaintiffs’
4 recovery, the range of realistic “litigation outcomes” on the Plaintiffs’ PAGA claim was defined
5 by a “maximum possible liability” amount of approximately \$1,160,300 based on 11,603 aggregate
6 pay periods in the Settlement Period, without stacking claims, at \$100 per violation, and a net-zero
7 recovery based on the defenses asserted by Defendant.

8 23. Furthermore, a significant discount is warranted because every pay period did not
9 exhibit a claimed violation. Defendant did indeed pay the correct prevailing wages during the
10 limitations period, which was Plaintiffs’ primary claim. This claim also formed the basis for a
11 failure to pay regular rate of pay for various wages earned. Since the prevailing wage was indeed
12 paid, that claim does not have substantial value. Furthermore, the meal and rest period claims were
13 plead on behalf of other Aggrieved Employees only—Plaintiffs did not personally suffer these
14 violations and after a review of Defendant’s time records in advance of the mediation, Defendant
15 was largely compliant. Altogether, a significant discount is justified.

16 24. Notwithstanding the existence of such issues, the Settlement achieves a significant
17 benefit. As such, this factor weighs very heavily in favor of resolution by way of the compromise
18 set forth in the Settlement.

19 **Settlement Terms:**

20 25. The Parties jointly prepared and executed the Settlement Agreement. A true and
21 correct copy of the Settlement Agreement is attached hereto as **Exhibit D**. The Settlement
22 Agreement sets forth the terms of the Settlement reached by the Parties, including the following
23 key points:

24 26. All Aggrieved Employees will receive a pro rata share of the \$21,902.71, which
25 shall be distributed based on the number of Pay Periods each Aggrieved Employee worked for
26 Defendant in California during the PAGA Period.

27 27. Although these calculations will not be made until after approval, a rough estimation
28 of the value to the 237 individuals falling within the definition of “Aggrieved Employee” may be

1 gleaned from the fact that an equal division would provide about \$92.41 to each Aggrieved
2 Employee, net of payments to the LWDA, to the Settlement Administrator, attorneys' fees and
3 costs. The amount each Aggrieved Employee actually receives will vary depending on the number
4 of pay periods he or she worked during the PAGA Period. The LWDA will be paid \$65,708.12.

5 28. The Settlement Agreement has allocated the settlement administration fees up to
6 \$4,000. However, ILYM Group, Inc.'s not to exceed quote is \$3,850. In my experience, during the
7 disbursement and data gathering processes, situations arise that may require a settlement
8 administrator to increase its fees (for example, if an escalator provision is invoked, and there are
9 additional aggrieved employees, the administrator may need to increase its fees). Accordingly,
10 Plaintiffs are requesting the Court to approve ILYM Group, Inc.'s costs to administer the settlement
11 at \$4,000 (as originally allocated in the Settlement Agreement) in case ILYM Group, Inc. must
12 increase its fees due to the escalator provision being invoked.

13 29. Based on my experience as noted above, the Settlement represents a substantial
14 recovery in light of the claims alleged, the risk of prevailing on the merits of the claims, the risk
15 the Court would apply its discretion to award less than the maximum potential penalty award, the
16 narrow scope of the release (only PAGA claims premised on specified Labor Code violations), and
17 the substantial payment to be made to the LWDA, which will be paid 75% of the net recovery of
18 civil penalties. Considering these factors, Plaintiffs have obtained a solid result which is by any
19 measure fair and reasonable, thereby warranting approval by the Court.

20 30. Plaintiffs are also entering into a full general release against Defendant and its
21 Released Parties, which is far broader than the release by other Aggrieved Employees. Specifically,
22 Aggrieved Employees are releasing only limited PAGA civil penalty claims, while Plaintiffs are
23 releasing all claims which each of them asserts or could assert against Defendant, including viable
24 termination and retaliation-related claims (as well as in exchange for resignations from Plaintiffs
25 Ramirez and Musick). No other Aggrieved Employee is subject to this broad form of release. This
26 broad release by Plaintiffs was negotiated (and necessary) to resolve the Action. Plaintiffs
27 threatened to assert their individual claims and Defendant required that they be resolved in
28 connection with the resolution of the Action. Without the resolution and release of Plaintiffs'

individual claims, litigation would continue in a piecemeal fashion. Defendant is buying peace with this settlement, such that its objectives would not be achieved absent the general releases.

31. The separate individual settlement agreements provide an amount, separate from the PAGA Gross Settlement Amount, to resolve Plaintiffs' individual termination and retaliation-related claims against Defendant. It is not an amount that is part of the PAGA Gross Settlement Amount to be approved. The aggregate settlement amount for all Settlement Agreements (individual and PAGA) totals \$235,000.

Attorneys' Fees:

32. The results achieved by me are significant, as Defendant has agreed to pay \$150,000 (subject to increase due to the escalator provision) pursuant to the Settlement. This is a significant recovery given the risk of success in obtaining any recoverable penalties.

33. Such results were achieved in the face of significant risks. Defendant maintained defenses to Plaintiffs' PAGA claims that very well could have resulted in a net-zero recovery at trial.

34. Notwithstanding this risk of loss, I undertook representation of the instant PAGA claim for the benefit of the State of California on a contingency basis. This not only required me to personally assume the risk of nonpayment in securing the very substantial financial benefit the State of California stands to receive, but constitutes a "loan" on my services – both of which are factors warranting fee enhancement under applicable California Supreme Court authority.

35. Plaintiffs' Counsel's fee request of \$50,000 (one-third of the Settlement Sum) is fair and reasonable based on a percentage of the recovery. This is also consistent with my experience in similar wage and hour class and representative action matters.

36. Representative action work also requires specialized learning and the willingness to take large risks. I have extensive experience in representative action litigation, particularly in the employment context, as detailed herein.

37. Furthermore, as described above, the Aggrieved Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

1 38. In this case, Plaintiff's Counsel is submitting an attorney fee request equaling
2 \$50,000. Based on a projected final lodestar of \$45,710 this yields a "multiplier" of approximately
3 1.09 under the \$50,000 fee request. The billing rate used to compute the lodestar is reasonable in
4 view of the evidence submitted herewith. Attached hereto as Exhibit E is a time-task chart
5 summarizing the time I have spent working on this matter.

6 **Counsel's Costs:**

7 39. My firm's total costs will be approximately \$8,389.17 and include, among other
8 things, filing fees, mediation fees, expert analysis fees, service of process fees, mailing charges,
9 and other charges typical of litigation of this nature. A true and correct copy of an itemized list of
10 costs incurred by my firm in this action is attached hereto as **Exhibit F**. These costs were reasonably
11 incurred in litigating this matter.

12 I declare, under penalty of perjury, under the laws of the State of California, that the
13 foregoing is true and correct. Executed this 15th day of August, 2025 at Westlake Village,
14 California.

15 
16 _____
EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. CIVDS1712220

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

February 21, 2024

Via Certified Mail

Labor & Workforce Development Agency
By online submission

A Plus Tree, LLC doing business as A Plus Tree Inc.
985 Walnut Ave
Vallejo, CA 94592

Defendant mailed certified # 9589071052700506685388

Agent for Service of Process for A Plus Tree, LLC
Cyrus Devere
985 Walnut Ave
Vallejo, CA 94592

Agent mailed certified # 9589071052700506685371

Re: ***Labor Code Violations of A Plus Tree, LLC – Compliance Letter of California
Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Seth Taylor, Leonardo Ramirez, and Jake Musick, current non-exempt California employees of A Plus Tree, LLC doing business as A Plus Tree Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our clients are employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engages in with respect to our clients and its other non-exempt California employees (“Aggrieved Employees”).

Defendants fails to pay all wages due to our clients and other Aggrieved Employees, in violation of Labor Code §§ 510, 558, and 1194. Our clients and Aggrieved Employees are assigned to projects that are subject to a prevailing wage—this prevailing wage, however, is not paid to our clients and other Aggrieved Employees. This failure to pay all wages due, including applicable prevailing wages, violates Labor Code §§ 510, 558, and 1194.

Our clients allege that Defendant fails to properly blend bonuses, commissions, and other non-base hourly wages (including prevailing wages), earned by our clients and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194. Defendant pays our clients and other Aggrieved Employees bonuses and other non-base hourly wages (including prevailing wages); however, Defendant fails to properly blend these wages, and instead pays our clients and other

Aggrieved Employees meal and rest period premiums, overtime wages, vacation wages, and sick pay wages based only on the base hourly rate of pay, thus depriving our clients and other Aggrieved Employees of all meal and rest period premiums, overtime wages, and sick pay wages earned. Defendant also underpays prevailing wage overtime wages (they are not paid one-and-one-half times the prevailing wage rate). This violates Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194.

Defendant fails to pay correct premium wages to other Aggrieved Employees who are denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Aggrieved Employees are routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours, but are not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When they do receive a meal period, it will routinely be late, short, or on-duty. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001.

Defendant also fails to pay correct premium wages to Aggrieved Employees who are denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Aggrieved Employees are routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but are not paid premium wages of one hour's pay for each missed rest period. Aggrieved Employees are simply denied and not authorized to take their legally entitled rest periods and are never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant fails to reimburse our clients and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, mandatory work boots and cellular phone expenses. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802.

Our clients further allege that Defendant fails to provide them and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our clients and other Aggrieved Employees are not paid all wages due, as stated above. As such, the wage statements provided by Defendant fails to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our clients further allege that Defendant fails to pay Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202.

Labor & Workforce Development Agency
A Plus Tree, LLC
Cyrus Devere
February 21, 2024
Page 3

As stated above, Aggrieved Employees are not paid all wages due during the course of their employment and, as a result of this failure, they are not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of certain Aggrieved Employees no longer employed by Defendant.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

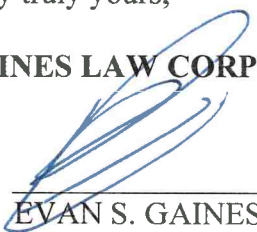
We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By:



EVAN S. GAINES

EXHIBIT C

EXHIBIT D

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Subject to the approval of the Court, this Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiffs Seth Taylor, Leonardo Ramirez, and Justin Musick, acting in a private attorney general capacity, on behalf of the State of California on behalf of themselves and all PAGA Settlement Employees, and Defendant A Plus Tree, LLC (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Seth Taylor, Leonardo Ramirez, and Justin Musick v. A Plus Tree, LLC*, pending in the Solano County Superior Court of the State of California, Case No. CU24-03172.
2. “Complaint” means the Complaint in the Action.
3. “Defendant” means A Plus Tree, LLC
4. “Effective Date” of the Settlement means the date upon which the Court enters the Final Order.
5. “Final Order” refers to the order of the Court granting approval of this PAGA Settlement Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties and entry of judgment.
6. “PAGA Gross Settlement Amount” is the sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), which represents the total amount payable by Defendant A Plus Tree, LLC under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, and payment to the Settlement Administrator.
7. “Individual PAGA Payment” means the pro rata amount to be paid to each PAGA Settlement Employee from the twenty-five percent (25%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for A Plus Tree, LLC during the PAGA Period.
8. “LWDA” means the California Labor and Workforce Development Agency.
9. “LWDA Letter” means the letters Plaintiffs submitted to the LWDA on February 21, 2024.
10. “Net Settlement Amount” or “PAGA Payment” is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the PAGA Gross Settlement Amount: (a) Plaintiffs’ Attorneys’ Fees of up to 33 1/3% of the PAGA Gross Settlement Amount (projected to be Fifty Thousand Dollars and Zero Cents (\$50,000.00)); (b) Plaintiffs’ Costs up to Twelve Thousand

Dollars and Zero Cents (\$12,000.00); and (c) PAGA Settlement Administration costs not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00).

11. “Parties” means Plaintiffs and Defendant.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

13. “PAGA Period” means the time period from February 21, 2023 through [sooner of date of approval by the court or July 13, 2025]. As of April 19, 2025, A Plus Tree, LLC estimated there were approximately 11,603 pay periods worked during the PAGA Period by approximately 237 PAGA Settlement Employees. Final updated figures will be provided to the Settlement Administrator following the approval of the settlement.

14. “PAGA Representative Counsel” means Gaines Law Corporation, located at 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

15. “PAGA Settlement Employee” or “PAGA Settlement Employees” means and includes all current and former non-exempt employees who worked for A Plus Tree, LLC in the State of California during the PAGA Period.

16. “Plaintiffs” means Seth Taylor, Leonardo Ramirez, and Justin Musick.

17. “QSF” means qualified settlement fund.

18. “Released Claims” means all claims, rights, demands, liabilities, and causes of action for civil penalties recoverable under PAGA, that were asserted or could have been asserted, assessed upon or collected from the Released Parties by or on behalf of Plaintiffs, the PAGA Settlement Employees, the LWDA, the State of California, or any of its agencies, based on any of the facts or violations alleged in the Complaint or LWDA Letter, including claims for PAGA civil penalties under or based on any alleged violations of Labor Code sections: 201, 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1194, 2699, *et seq.*, and 2802, the violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint.

19. “Released Parties” means Defendant A Plus Tree, LLC, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys from all claims, demands, rights and liabilities as set forth above..

20. “Settlement Administrator” means ILYM Group, Inc.

21. “PAGA Settlement Administration Costs” means the cost, not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

22. “Settlement Notice” means an explanatory letter to be sent by the Settlement Administrator to PAGA Settlement Employees, substantially in the form attached hereto as **Exhibit A**.

II. RECITALS

1. A Plus Tree, LLC employed Plaintiffs during the PAGA Period.
2. On February 21, 2024, Plaintiffs provided written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.
3. On April 26, 2024, Plaintiffs filed the Action, pursuant to PAGA, on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendant.
4. Defendant generally denies all of Plaintiffs' allegations in the Action, including all PAGA claims, and further specifically denies that Defendant or any of the Released Parties committed or engaged in any misconduct, statutory or regulatory violations, wrongdoing, or other actionable conduct of any kind.
5. The Parties have independently analyzed and investigated the facts and law relevant to this case through informal discovery and pre-settlement disclosures, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaint and/or the LWDA Letter; a sampling of all timekeeping and payroll records for employees on whose behalf the Complaint and/or the LWDA Letter are asserted by Plaintiff; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaint and/or the LWDA Letter.
6. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm's-length settlement negotiations through informed counsel, the Parties agreed to fully and finally, and exclusively, resolve the Released Claims as to Plaintiffs and the PAGA Settlement Employees, subject to Court approval.
7. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiffs and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement or the judgment to be entered in this Action pursuant to the terms of this Settlement Agreement shall be construed to be an admission: (1) by Plaintiffs that their claims do not have merit or (2) by Defendant of any liability or wrongdoing as to Plaintiffs, the PAGA Settlement Employees or any other person, and Defendant generally denies any such liability or wrongdoing. Defendant specifically denies any liability to Plaintiffs or any other allegedly aggrieved employee for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement

and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **PAGA Gross Settlement Amount.** A Plus Tree, LLC shall pay One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) as the PAGA Gross Settlement Amount. A Plus Tree, LLC will not pay more than the PAGA Gross Settlement Amount to resolve the claims covered by this Agreement, except as otherwise stated in this Agreement. Defendant shall deposit the PAGA Gross Settlement Amount with the Settlement Administrator in two installment payments as follows:

- a. Installment 1: \$75,000 within 21 days of the Effective Date; and
- b. Installment 2: \$75,000 within 111 days of the Effective Date (i.e., 90 days after payment of the first installment).

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the PAGA Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees:

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for Plaintiffs' Attorneys' Fees of up to 33 1/3% of the PAGA Gross Settlement Amount (projected to be Fifty Thousand Dollars (\$50,000.00)) and Plaintiffs' Costs up to Twelve Thousand Dollars (\$12,000.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiffs, the difference will be added to the PAGA Payment.
- b. **Administration Cost.** Defendant will not oppose the Settlement Administrator's costs, not to exceed Four Thousand Dollars (\$4,000.00), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

4. **PAGA Payment.** A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

- a. Seventy-five percent (75%) will be paid to the LWDA, as required by California Labor Code section 2699(i).
- b. Twenty-five percent (25%) will be paid to the PAGA Settlement Employees, divided on a pro rata basis among them and distributed by the Settlement Administrator as Individual PAGA Payments, as required by California Labor Code section 2699(i).
- c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement

Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

5. **Representative PAGA Release.** Upon the Effective Date, Plaintiffs, as individuals, and as the representative of the PAGA Settlement Employees, the LWDA and the State of California, hereby forever and completely release and discharge the Released Parties of and from all of the Released Claims, and thus, Plaintiffs, the PAGA Settlement Employees, LWDA and the State of California will be forever barred from pursuing any of the Released Claims defined herein against Released Parties which arose during periods of employment in a non-exempt position in California during the PAGA Period. The Parties understand and agree that this release is limited to the Released Claims and does not otherwise impact the individual rights or claims of the PAGA Settlement Employees. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in “a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee Plaintiffs but also on government agencies and any aggrieved employee not a party to the proceeding,” which the Final Order shall so reflect. Pursuant to *Arias* and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), the Final Order and judgment in this Action shall be binding on the PAGA Settlement Employees, LWDA, State of California and its agencies as to the Released Claims which arose during the PAGA Period, regardless of whether their settlement checks are cashed or not. The Parties further understand and agree that the continued effectiveness of this PAGA Release is contingent upon Defendant’s payment of the PAGA Gross Settlement Amount. If Defendant defaults on any of its payment obligations under this Agreement, the PAGA Release set forth in this paragraph shall become ineffective until such default is cured in full.

6. **Separate Release and Individual Settlement by Plaintiffs.** In addition to this Agreement, Plaintiffs have each entered into a separate Confidential Settlement Agreement And General Release Of All Claims (“Individual Settlement Agreements”) with Defendant for all of their separate individual (non-PAGA) claims arising out of their employment with Defendant, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiffs’ right to continue with this Action and seek the Court’s approval of this PAGA Settlement; however, Plaintiffs shall have no right to be the representative of a class action lawsuit against Defendant. The Parties further agree that if for any reason the Effective Date does not occur with regard to this Settlement and/or the Final Order is not entered, then the Individual Settlement Agreement shall also be null and void.

7. **Filing of Request for Approval of PAGA Settlement by Plaintiffs’ Counsel**

Plaintiffs’ counsel shall be responsible for filing a joint stipulation or motion for approval of the Settlement. Plaintiffs shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiffs requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter a Final Order approving the settlement.

As part of the request to approve the Settlement, Plaintiffs shall submit a proposed Order granting approval of this Settlement. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such a Final

Order, approving this Settlement as set forth herein, and entry of judgment, disposing of the Action in its entirety and ensuring that this Settlement has a *res judicata* effect.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiffs' counsel.

2. **Provision of Information for PAGA Settlement Employees.** Within twenty (20) calendar days after the Effective Date, A Plus Tree, LLC will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked by each of the PAGA Settlement Employees in a non-exempt position in California during the PAGA Period. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within ten (10) calendar days of the Effective Date, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) calendar days of receiving the PAGA Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) PAGA Settlement Employees along with an explanatory letter accompanying the payment ("Settlement Notice"); (b) the LWDA; (c) Plaintiffs' counsel; and (d) itself. The Settlement Notice shall be mailed to each PAGA Settlement Employee with their disbursement.

4. **Undeliverable Notices.** Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred eighty (180) calendar days from issuance, and PAGA Settlement Employees will have one hundred eighty (180) calendar days from the date of issuance to cash their Individual PAGA Payment checks. If a PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to that address, but this re-mailing will not extend the 180-day period to cash a check. Funds

represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be paid to the California State Controller in the name of the PAGA Settlement Employee who did not cash the check, from which the PAGA Settlement Employee may claim the funds. Neither Defendant, Defense Counsel, Plaintiffs' Counsel nor Plaintiffs will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

Defendant fully discharges its obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as penalties and paid via IRS Form 1099 issued to each PAGA Settlement Employee. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **Escalator Clause.** A Plus Tree, LLC estimates there have been approximately 11,603 pay periods worked during the PAGA Period through April 19, 2025 by approximately 237 PAGA Settlement Employees. Should the number of pay periods increase by more than 10%, Defendant will have the option to increase the PAGA Gross Settlement Amount proportionally over the 10% increase. For example, if the number of pay periods increase by 11% through the PAGA Period, the PAGA Gross Settlement Amount shall increase by 1%. If Defendant does not elect to pay the proportional increase, then the PAGA Period will be through date where the number of pay periods has increased by 10% from 11,603.

2. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors and assigns.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. **Authority.** Defendant represents and warrants that the undersigned have the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California.

7. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Claims. Excluded from this Section is a separate settlement agreement related to Plaintiffs' individual claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

8. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

9. **Continuing Jurisdiction.** After approval of this Settlement and entry of the judgment in the Action, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement and judgment, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement. The Parties further agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

10. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

11. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

14. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

15. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

16. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

17. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. **Dispute(s).** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

19. **Non-Evidentiary Use.** Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding except for purposes of establishing the Released Claims have been settled; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

20. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

21. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

22. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

23. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

24. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

25. **Default; Notice; Cure; Acceleration; Time Is Of The Essence.** Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder without deferral, it shall be in default of its obligations. PAGA Representative Counsel shall thereafter give notice of default to counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Settlement.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

SIGNATURES ON FOLLOWING PAGE

Dated: 06 / 20 / 2025

By: 
Plaintiffs Seth Taylor

Dated: _____

By: _____
Plaintiffs Leonardo Ramirez

Dated: _____

By: _____
Plaintiffs Justin Musick

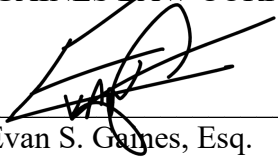
Dated: _____

By: _____
Defendant A Plus Tree, LLC

Approved as to form:

Dated: June 18, 2025

GAINES LAW CORPORATION


Evan S. Gaines, Esq.
Attorney for Plaintiffs Seth Taylor, Leonardo
Ramirez, and Justin Musick.

VEDDER PRICE (CA), LLP

Dated: _____

Michael A. Wahlander, Esq.
Peter Walrod, Esq.
Attorneys for Defendant
A Plus Tree, LLC

VP/#71429851.1

Dated: _____

By: _____
Plaintiffs Seth Taylor

Dated: 06 / 18 / 2025

By: Leonardo Ramirez
Plaintiffs Leonardo Ramirez

Dated: _____

By: _____
Plaintiffs Justin Musick

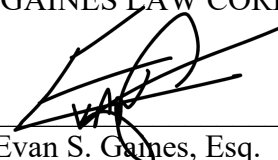
Dated: _____

By: _____
Defendant A Plus Tree, LLC

Approved as to form:

Dated: June 18, 2025

GAINES LAW CORPORATION



Evan S. Gaines, Esq.
Attorney for Plaintiffs Seth Taylor, Leonardo
Ramirez, and Justin Musick.

VEDDER PRICE (CA), LLP

Dated: _____

Michael A. Wahlander, Esq.
Peter Walrod, Esq.
Attorneys for Defendant
A Plus Tree, LLC

VP/#71429851.1

Dated: _____

By: _____
Plaintiffs Seth Taylor

Dated: _____

By: _____
Plaintiffs Leonardo Ramirez

Dated: 06 / 24 / 2025

By:  _____
Plaintiffs Justin Musick

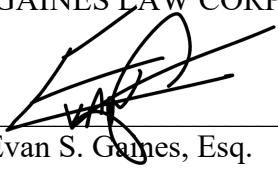
Dated: _____

By: _____
Defendant A Plus Tree, LLC

Approved as to form:

Dated: June 18, 2025

GAINES LAW CORPORATION



Evan S. Gaines, Esq.
Attorney for Plaintiffs Seth Taylor, Leonardo
Ramirez, and Justin Musick.

VEDDER PRICE (CA), LLP

Dated: _____

Michael A. Wahlander, Esq.
Peter Walrod, Esq.
Attorneys for Defendant
A Plus Tree, LLC

VP/#71429851.1

Dated: _____

By: _____
Plaintiffs Seth Taylor

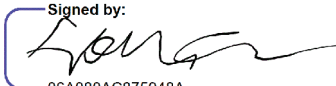
Dated: _____

By: _____
Plaintiffs Leonardo Ramirez

Dated: _____

By: _____
Plaintiffs Justin Musick

Dated: Jul 29, 2025

By:  Signed by:
06A080AC875948A...
Defendant A Plus Tree, LLC
CEO

Approved as to form:

GAINES LAW CORPORATION

Dated: _____

Evan S. Gaines, Esq.
Attorney for Plaintiffs Seth Taylor, Leonardo
Ramirez, and Justin Musick.

Dated: July 29, 2025

VEDDER PRICE (CA), LLP



Michael A. Wahlander, Esq.
Peter Walrod, Esq.
Attorneys for Defendant
A Plus Tree, LLC

VP/#71429851.1

EXHIBIT A

«FIRST_NAME» «LAST_NAME»

«ADDRESS 1»

«ADDRESS 2»

Re: Settlement Payment from *Taylor, et al. v. A Plus Tree, LLC*

Dear «FIRST_NAME» «LAST_NAME»

By order of the Solano County Superior Court, enclosed is the payment to which you are entitled from the settlement of the *Seth Taylor, Leonardo Ramirez, and Justin Musick, v. A Plus Tree, LLC*, litigation filed in the Solano County Superior Court, Case No. CU24-03172 (the “Lawsuit”).

The Lawsuit was filed against A Plus Tree, LLC (referred to as “Defendant”) under the California Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (abbreviated “PAGA”) for alleged violations of the California Labor Code. Seth Taylor, Leonardo Ramirez, and Justin Musick (“Plaintiffs”) alleged this PAGA claim on behalf of the State of California and all current and former non-exempt employees who worked for Defendant Tustin A Plus Tree, LLC in the State of California from February 21, 2023 through July 13, 2025 (“PAGA Members”). You have been identified as a PAGA Member, on whose behalf the case was brought.

In the Lawsuit, Plaintiffs claimed Defendant owed civil penalties under PAGA for violating certain provisions of the California Labor Code, including allegations that Defendant: (1) failed to pay all wages due; (2) failed to pay all meal and rest period premiums, overtime wages, double time wages, vacation wages, and sick pay wages at the correct rates (3) failed to provide rest periods; (4) failed to provide meal periods; (5) failed to reimburse business expenses; (6) failed to pay wages timely upon separation of employment; and (7) failed to provide complete and accurate itemized wage statements under Labor Code § 226. Defendant vigorously denies that it violated any provisions of the California Labor Code and contends that its policies and practices regarding the payment of wages, rounding, meal periods and rest breaks, expense reimbursement, and wage statements were fully compliant. Nevertheless, without admitting any wrongdoing, Defendant has agreed resolve the Lawsuit by way of settlement to avoid further costs associated with ongoing litigation.

The Solano County Superior Court has not ruled on the merits of the Lawsuit, but it has approved the settlement between the Parties, including the settlement amount to be paid by Defendant. Pursuant to California law, a portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency, (“LWDA”). Another portion of the settlement amount goes to the PAGA Members. The settlement of this Lawsuit and Final Approval Order and Judgment releases only claims for civil penalties alleged under PAGA and does not in any way otherwise affect or release any individual PAGA Member’s rights.

You are receiving this payment due under the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendant will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement and entering judgment in the Lawsuit, as well as to the release of claims in this Lawsuit, only as to civil penalties under PAGA. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or visit the following website: **[INSERT WEBSITE]**.

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY
QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT**

EXHIBIT E

Taylor, et al. v. A Plus Tree, LLC
Attorney Time/Task

Task	Evan S. Gaines, Esq. \$700/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action; Review employee file	7.0
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Clients re same	2.4
Draft and file PAGA Complaint and related research; Communications with Clients re same; service of Defendant and related filing of proof of service.	3.7
Prepare mediation informal discovery letter and related communications with Defense Counsel and Clients	2.9
Draft and file case management statement; Attend CMC; Communications with Defense Counsel re same	2.1
Review and preparation for mediation; Related legal research; Review Defendants' informal document production, Prepare mediation brief and related exhibits; Communications with Clients re same	9.1
Attend mediation via Zoom with Doug Leach, Esq.; Communications with Clients re mediation; Related communications with Defense Counsel	9.0
Research, review and preparation of PAGA settlement agreement, PAGA notice, and individual settlements; Further communications and discussions with Defense Counsel and Clients re same	4.6
Prepare stipulation for approval of PAGA Settlement and related documents; review and file; related communications with Defense Counsel and Clients	3.8

Taylor, et al. v. A Plus Tree, LLC
Attorney Time/Task

Task	Evan S. Gaines, Esq. \$700/hr
Review Court's denial of stipulation; Attend Status Conference re Status of Settlement; Related communications with Defense and Clients	2.1
Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel and Clients	12.6
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Clients	6.0
Total Hours:	65.3
Total Lodestar Per Attorney:	\$45,710.00
Total All Attorneys:	65.3

EXHIBIT F

Taylor v A Plus Tree, LLC
Gaines Law Corporation Counsel's Costs

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees	\$ 671.51
Service Fees	\$ 483.87
Postage	\$ 18.35
Mediation Fees	\$ 6,000.00
Expert Fees	\$ 1,115.44
Future estimated expenses -	\$ 100.00
• <i>Filing fees and One Legal Service fees for Filing the Motion for PAGA Approval and Notice of Entry of Order (\$70 + \$30)</i>	
TOTAL EXPENSES	\$ 8,389.17