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similarly situated

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Attorneys for Defendant LANDSCAPES UNLIMITED, LLC

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

RAUL LOPEZ RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LANDSCAPES UNLIMITED, LLC, a Nebraska
Limited Liability Company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 24STCV12695

[Assigned for all purposes to Hon. Doreen B.
Boxer, Dept. 19]

PAGA REPRESENTATIVE ACTION

**JOINT STIPULATION FOR APPROVAL
OF SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE
PRIVATE ATTORNEY GENERAL'S
ACT OF 2004**

Action Filed: May 21, 2024
Trial: Not yet set

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1. Pursuant to PAGA, Plaintiff gave written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of various provisions of the California Labor Code by letters dated March 16, 2024 that Defendant allegedly violated, including the facts and theories to support the alleged violations.

3. On May 21, 2024, Plaintiff, a former employee of Defendant, filed this action as a representative of the State of California on behalf of other allegedly aggrieved employees seeking civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. (“PAGA”) stemming from Plaintiff’s allegations that Defendant failed to pay all wages due in violation of Labor Code Sections 204, 510 and 1194, including both regular and overtime wages; failure to pay sick leave and provide employees with written notice of accrued sick leave in violation of Labor Code Section 246; failure to pay for all unused vested vacation at termination of employment in violation of Labor Code Section 227.3; failure to provide meal periods or compensation in lieu thereof pursuant to Labor Code Sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code of Regulations, Title 8, Section 11000 et seq.; failure to provide rest periods or compensation in lieu thereof pursuant to Labor Code Sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code of Regulations, Title 8, Section 11000 et seq.; failure to provide accurate itemized wage statements

1 upon payment of wages pursuant to Labor Code Sections 226, subdivision (a), 1174, and 1175;
2 failure to reimburse for necessary expenditures pursuant to Labor Code Section 2802; failure to
3 pay wages of terminated or resigned employees pursuant to Labor Code Sections 201, 202, and
4 203 (“Action”). The complaint filed by Plaintiff on May 21, 2024 is the operative complaint in
5 this Action (“Operative Complaint”). Defendant denies, and continues to deny, all of the
6 allegations made by Plaintiff or that it is liable for any of the damages and/or civil penalties as
7 alleged in the Operative Complaint and LWDA Notice.

8 4. The Parties recognize that the issues presented in the Action are likely only to be
9 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
10 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
11 maximum potential benefits to the PAGA Settlement Members and Plaintiff from continued
12 litigation.

13 5. On February 24, 2025, the Parties participated in an all-day mediation presided over
14 by Hon. Carl West (Ret.), an experienced wage and hour mediator. Prior to participating in
15 mediation, the Parties engaged in extensive informal discovery, including production of
16 documents and information. Prior to mediation, Defendant also provided data to Plaintiff’s
17 counsel to evaluate the potential value of Plaintiff’s civil penalty claims. Thereafter, the Parties
18 engaged in extensive, arm’s length negotiations and reached a settlement of the Action that is
19 memorialized in the PAGA Settlement Agreement. During the mediation, the Parties agreed to
20 a settlement, which was negotiated in light of all known facts and circumstances, including the
21 difficulty of proving some of Plaintiff’s claims, potential defenses asserted by Defendant, the
22 uncertainty associated with litigation, the risks of significant delay, and numerous potential
23 appellate issues. Attached hereto as **Exhibit 1** is the fully executed PAGA Settlement
24 Agreement (“Settlement,” “Settlement Agreement,” or “Agreement”) setting forth the terms of
25 the settlement. The Agreement is based upon the model agreement template made available by
26 the Los Angeles Superior Court.

27 6. The Settlement Agreement attached as **Exhibit 1** to Joint Stipulation Approving
28 Settlement of Plaintiff’s Claims Brought Pursuant to the Private Attorney General’s Act of 2004

1 (“PAGA”) was submitted to the LWDA. A true and correct copy of the submission receipt is
2 attached to this stipulation as **Exhibit 4**.

3 7. The Parties conducted investigation of the facts and law. Counsel for the Parties
4 have further investigated the applicable law as applied to the facts discovered regarding
5 Plaintiff’s claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff.
6 Based on their own independent investigations and evaluations, Plaintiff and his counsel are of
7 the opinion that the settlement for the consideration and on the terms set forth in the Settlement
8 Agreement is fair, reasonable, and adequate and is in the best interests of the Plaintiff and the
9 Aggrieved Employees in light of all known facts and circumstances and the risks inherent in
10 litigation, including the potential appellate issues. Further, Plaintiff’s counsel believes that the
11 settlement amount entered into is in the best interests of Plaintiff and the Aggrieved Employees
12 and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given
13 the inherent risk of litigation.

14 8. The full terms of the settlement are in the Agreement. The key material terms are
15 as follows:

- 16 a. The Aggrieved Employees: The Aggrieved Employees (also known as the “PAGA
17 Settlement Members”) are: “All non-exempt or hourly employees of Defendant who
18 worked for Defendant within the State of California during the PAGA Period.
19 (Agreement, ¶¶ 1.4, 1.19.)
- 20 b. PAGA Period: PAGA Period means the period from March 16, 2023 through
21 February 24, 2025. (Agreement, ¶ 1.19)
- 22 c. No Reversion: The Settlement is **non-reversionary**. (Agreement, ¶ 3.1.)
- 23 d. Gross Settlement Amount: Defendant agrees to pay the maximum sum of
24 **\$150,000,000.00**, subject to modification as provided in Paragraph 8 herein
25 (hereinafter referred to as the “Gross Settlement Amount” or “GSA”) for settlement
26 of the PAGA Penalties, which shall be inclusive of Plaintiff’s Counsel attorney’s
27 fees and costs and the settlement administrator’s fees and costs. (Agreement, ¶
28 1.10.)

- 1 e. Net Settlement Amount: At least **\$83,600.82** will be available for distribution to the
2 Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at
3 least **\$62,700.61** under the Agreement, and Aggrieved Employees will receive at
4 least **\$20,900.21**. (Agreement, ¶ 1.15.)
- 5 f. Attorney's Fees: Plaintiff's Counsel request an award of attorney's fees in the
6 amount of **\$50,000.00**, which is one third of the GSA. (Agreement, ¶ 3.2.1.)
- 7 g. Litigation Costs: Plaintiff's Counsel's litigation costs are capped to a maximum
8 amount of **\$20,000.00**. Those actual costs are **\$11,399.18** including this stipulation
9 filing and future final report filing fee. Therefore, **\$11,399.18** is requested, by
10 Plaintiff. (Agreement, ¶ 3.2.1)
- 11 h. Settlement Administration: Payment to Aggrieved Employees and administration
12 will be accomplished through third-party settlement administrator Phoenix Class
13 Action Administration Solutions, which has agreed to perform Administrator duties
14 for a flat fee not to exceed **\$5,000.00**, which is reasonable, based on all of the
15 services offered. Attached hereto as **Exhibit 3** is the declaration from Administrator
16 regarding its qualifications, services and requested fee (Agreement, ¶ 3.2.2.)
- 17 i. General Release Payment: Upon approval of this PAGA settlement Plaintiff shall
18 receive a general release payment in the amount of **\$10,000** in lieu of arbitrating
19 Plaintiff's individual claims and in consideration for representing Aggrieved
20 Employees and for a general release of all Plaintiff's claims beyond the PAGA
21 claims released in this action in accordance with a separate individual Settlement
22 Agreement and Release entered into between the Parties. The General Release
23 Payment is not included in GSA (Agreement, ¶¶ 1.10, 5.1.)
- 24 j. Uncashed Checks: Funds represented by checks returned as undeliverable after a
25 re-mailing, and funds represented by checks remaining un-cashed for more than 180
26 days after issuance, will be tendered to the Unclaimed Property Fund or like fund.
27 (Agreement, ¶ 4.4.3.)
- 28 k. Release: In exchange for the above settlement consideration, Defendant shall be

entitled to a release from the LWDA and each and every Aggrieved Employee, including Plaintiff.¹ (Agreement, ¶¶ 5.1-5.3.)

1. Notice to LWDA: **Exhibit 4** confirms that notice was provided to the LWDA and attaches the confirmatory submission documents.

9. The settlement in this action provides **\$83,600.82** to the allegedly Aggrieved Employees and the LWDA in exchange for a release of claims under PAGA only.² The Settlement Agreement and Release of PAGA Claims provides, in pertinent part:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Plaintiff's general release payment pursuant to the separate agreement entered into between the Parties, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice filed with the LWDA ("Released Claims").

"PAGA Period" means the period from March 16, 2023 through February 24, 2025.

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"Aggrieved Employees" means all non-exempt or hourly employees of Defendant who worked for Defendant within the State of California during the PAGA Period.

10. Based on its records, Defendant estimates that, there are approximately 200 Aggrieved Employees who worked a total 2,650 of PAGA Pay Periods from March 16, 2023 through February 24, 2025. If the number of actual PAGA Pay Periods during the PAGA Period exceeds

¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....").

² \$83,600.82 is the net amount available to the aggrieved employees and the LWDA from the \$150,000.00 total settlement amount following deduction for Plaintiff's attorney's fees of \$50,000.00 (1/3 of the total settlement amount), Plaintiff's counsel's actual litigation costs of \$11,399.18 and third-party administration costs of \$5,000.00.

1 10% of the estimated PAGA Pay Periods (i.e., exceeds 2,915 pay periods), Defendant shall
2 increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay
3 periods in excess of 2,915 pay periods. For example, if there is a 1% increase over 10% then the
4 Gross Settlement Amount increases by 1%.

5 11. The Parties request that the Court approve the arm's length settlement reached between
6 the Parties pertaining to penalties under PAGA, and the release of PAGA claims.

7 **NOW THEREFORE**, in return for the mutual commitments and consideration detailed in
8 the PAGA Settlement Agreement attached hereto as **Exhibit 1**, the Parties stipulate as follows:

9 1. The Parties stipulate and jointly propose that the Court review and approve the terms
10 contained in the Parties' Settlement Agreement, attached as **Exhibit 1**, in full.

11 2. The Settlement is fair, adequate, and reasonable, as it represents a reasoned
12 compromise reached through arm's length negotiations and considers the risks, complexity, and
13 expense of further litigation.

14 3. The settlement terms reached through mediation provide for a gross payment by
15 Defendant of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00; "Gross
16 Settlement Amount"). The Gross Settlement Amount, which shall cover distribution to the LWDA
17 and the allegedly aggrieved employees, Plaintiff's counsel's costs and fees, Plaintiff's
18 enhancement award and costs of administration of the settlement, as follows:

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Description	Amount
Attorneys' Fees (1/3 of total settlement)	\$50,000.00
Plaintiff's Counsel's Costs (not to exceed amount \$20,000)	\$11,399.18 ³
Third-Party Administration Cost	\$5,000.00

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27 ³ The Settlement authorizes reimbursement of actual costs not to exceed \$20,000, at this
28 time, actual out of pocket costs, including the cost of submitting this Stipulation and final report
filing fee total \$11,399.18. A true and correct copy of a ledger of Plaintiff's counsel's costs are
attached hereto as **Exhibit 2**.

1 4. Should the Court approve a lesser amount for attorneys' fees, costs, or costs of third-
2 party administration, the difference shall be allocated as follows: 25% to the allegedly aggrieved
3 employees and 75% to the LWDA.

4 5. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to
5 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
6 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
7 Number and calculate all settlement checks and withholdings required under law based on
8 information that will be confidentially furnished by Defendant. There are no payroll deductions
9 to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

10 6. "PAGA Settlement Members" (also referred to herein as the "Aggrieved
11 Employees") means all non-exempt or hourly employees of Defendant who worked for
12 Defendant within the State of California during the PAGA Period.

13 7. Upon the date of entry of an order and judgment by the Court in this Action approving
14 this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA
15 Settlement Members, including Plaintiff, fully release and forever discharge the Released
16 Parties from any and all Released Claims as defined in **Exhibit 1**. The final order and judgment
17 entered pursuant to this Settlement will bind all those who would be bound by a judgment if the
18 action had been brought by the LWDA, including Plaintiff, the LWDA, and all PAGA
19 Settlement Members during PAGA period, whether requesting exclusion from the Settlement
20 or not, with respect to the recovery of civil penalties under the California Private Attorneys
21 General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See
22 *Arias v. Superior Court* (2009) 46 Cal.4th 986.

23 8. Under California law, no notice to the allegedly aggrieved employees is required for
24 the resolution of an action under PAGA. *Arias v. Superior Court*, (2009) 46 Cal.4th 969, 977. The
25 Parties have nevertheless agreed to provide an explanatory letter to the allegedly aggrieved
26 employees to accompany the PAGA penalty checks. Attached to the PAGA Settlement Agreement
27 (Exhibit A) attached hereto as **Exhibit 1** is the proposed letter to the allegedly aggrieved employees
28 that would accompany the checks.

1 9. The Parties further expressly agree that the Court will retain jurisdiction under Code of
2 Civil Procedure section 664.6 to resolve any disputes arising from the settlement of the above-
3 described action.

4 **IT IS SO STIPULATED.**

5 Dated: April 2, 2025

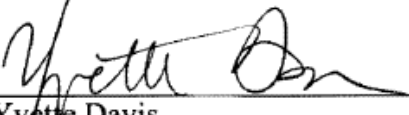
TUNYAN LAW, APC

6 By: 
7 Lilit Tunyan
8 Artur Tunyan

9 Attorneys for Plaintiff RAUL LOPEZ RAMIREZ

10 Dated: April 2, 2025

HAIGHT BROWN & BONESTEEL LLP

11 By: 
12 Yvette Davis
13 Bianca Falcon

14 Attorneys for Defendant LANDSCAPES UNLIMITED, LLC

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Exhibit “1”

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Attorneys for Defendant LANDSCAPES UNLIMITED, LLC

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

RAUL LOPEZ RAMIREZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

LANDSCAPES UNLIMITED, LLC, a
Nebraska Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No. 24STCV12695

[Assigned for all purposes to Hon. Stephanie
M. Bowick, Dept. 19]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: May 21, 2024
Trial: None Yet Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff RAUL LOPEZ RAMIREZ (“Plaintiff”) and Defendant LANDSCAPES UNLIMITED, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Ramirez v. Landscapes Unlimited, LLC*, Case N 24STCV12695, initiated on May 21, 2024 and pending in Superior Court of the State of California, County of Los Angeles.

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 approval of this Settlement.

1.4. “Aggrieved Employee” means a non-exempt or hourly employee of Defendant who worked for Defendant during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means HAIGHT BROWN & BONESTEEL LLP.

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

1.10. "Gross Settlement Amount" means \$150,000.00 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 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. In addition to Gross Settlement Amount Defendant will pay \$10,000.00 to Plaintiff in consideration for representing Aggrieved Employees and for a general release of Plaintiff's all claims beyond PAGA claims released in this action in accordance with a separate individual settlement and mutual release agreement entered between the Parties.

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

1.12. "Judgment" means the judgment entered by the Court based upon the approval.

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

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

1.15. "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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the

Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means TUNYAN LAW, APC.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from March 16, 2023 through February 24, 2025.

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

1.21. "PAGA Notice" means Plaintiff's March 16, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit A**.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means RAUL LOPEZ RAMIREZ, the named plaintiff in the Action.

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

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

1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant" means named Defendant LANDSCAPES UNLIMITED, LLC.

1 **2. RECITALS.**

2 2.1. On May 21, 2024, Plaintiff brought this Action against Defendant for civil penalties
3 under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.
4 (“PAGA”) stemming from Plaintiff’s allegations that Defendant failed to pay all wages due in
5 violation of Labor Code Sections 204, 510 and 1194, including both regular and overtime wages;
6 failure to pay sick leave and provide employees with written notice of accrued sick leave in
7 violation of Labor Code Section 246; failure to pay for all unused vested vacation at termination
8 of employment in violation of Labor Code Section 227.3; failure to provide meal periods or
9 compensation in lieu thereof pursuant to Labor Code Sections 226.7 and 512, the applicable
10 Industrial Welfare Commission Wage Orders, and Code of Regulations, Title 8, Section 11000
11 et seq.; failure to provide rest periods or compensation in lieu thereof pursuant to Labor Code
12 Sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code
13 of Regulations, Title 8, Section 11000 et seq.; failure to provide accurate itemized wage
14 statements upon payment of wages pursuant to Labor Code Sections 226, subdivision (a), 1174,
15 and 1175; failure to reimburse for necessary expenditures pursuant to Labor Code Section 2802;
16 failure to pay wages of terminated or resigned employees pursuant to Labor Code Sections 201,
17 202, and 203 (the “Operative Complaint”). Defendant denies the allegations in the Operative
18 Complaint, denies any failure to comply with the laws identified in the Operative Complaint and
19 denies any and all liability for the causes of action alleged.

20 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
21 notice to Defendant and the LWDA by sending the PAGA Notice.

22 2.4. On February 24, 2025, the Parties participated in an all-day mediation presided over
23 by Hon. Carl West (Ret.), which led to this Agreement to settle the Action.

24 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, employee and
25 payroll data, policy documents, and additional information regarding Defendant’s non-exempt,
26 hourly employees in California, which Plaintiff’s Counsel reviewed and analyzed.
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2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 1.10 and 8, Defendant promises to pay One Hundred Fifty Thousand Dollars (\$150,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% which is currently estimated to be \$50,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment with the motion for approval of the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$12,000 except for 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 \$12,000, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration Solutions has been selected as the Administrator, based upon its “not to exceed” bid of \$5,000.00.

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

3.2.3.1. 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 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. 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. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are approximately **200** Aggrieved Employees who worked a total **2,650** of PAGA Pay Periods from March 16, 2023 through February 24, 2025.

4.2. Aggrieved Employee Data. Within fourteen (14) business days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved

Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit B**). The face of each check shall prominently state the date (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. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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

1 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
2 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
3 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
4 original check was lost or misplaced, requested by the Aggrieved Employee prior to the void
5 date.

6 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
7 uncashed and cancelled after the void date, the Administrator shall transmit the funds
8 represented by such checks to the California Controller's Unclaimed Property Fund in the name
9 of the Aggrieved Employee.

10 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
11 to confer any additional benefits or make any additional payments to the Aggrieved Employees
12 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 **5. RELEASES OF CLAIMS.**

14 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
15 and Plaintiff's general release payment pursuant to the separate individual settlement and release
16 agreement entered between the Parties, Plaintiff and PAGA Counsel will release claims against
17 all Released Parties as follows:

18 **5.1 Plaintiff's Release.**

19 5.1.1 Scope of Plaintiff's Release. Plaintiff and his respective former and present
20 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
21 administrators, successors, and assigns generally, release and discharge Released
22 Parties from all claims, transactions, or occurrences that occurred during the
23 PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
24 could have been, alleged, based on the facts contained in the Operative Complaint
25 and the PAGA Notice ("Plaintiff's Release"). Pursuant to the individual
26 settlement and release agreement Plaintiff also provides a general release of all
27 claims as defined in a separate individual settlement and release agreement.

28 Plaintiff's Release does not does apply to: (i) claims or actions to enforce PAGA

1 Settlement Agreement; (ii) claims premised upon vested rights Plaintiff may have
2 under Defendant's ERISA-covered employee benefit plans; and (iii) claims that
3 controlling law clearly states may not be released by private settlement, such as
4 claims for unemployment benefits, state-sponsored disability benefits, social
5 security benefits, or workers' compensation benefits. With the exception of
6 Plaintiff, who will execute an individual settlement agreement which includes a
7 general release of all claims, this settlement shall not impact Aggrieved
8 Employees' ability to assert claims other than the PAGA claims being released by
9 this Settlement.

10 5.1.2 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
11 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
12 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
13 reads:

14 **A general release does not extend to claims that the creditor or**
15 **releasing party does not know or suspect to exist in his or her**
16 **favor at the time of executing the release, and that if known by**
17 **him or her would have materially affected his or her settlement**
18 **with the debtor or Released Party.**

19 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
20 on behalf of themselves and their respective former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
22 civil penalties under the California Private Attorneys General Act, California Labor Code §
23 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and
24 the PAGA Notice filed with the LWDA ("Released Claims").

25 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
26 former attorneys, employees, agents, successors and assigns the Released Parties from all
27 claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and the
28 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.**

1 Plaintiff's Counsel agrees to prepare and file a stipulation or motion for approval of this
2 Settlement.

3 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Settlement under Labor Code Section 2699,
5 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
6 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
7 Settlement and attesting to its willingness to serve; competency; operative procedures for
8 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
9 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
10 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
11 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
12 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
13 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
14 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
15 section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest
16 with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA
17 counsel shall aver that they are not aware of any other pending matter or action asserting claims
18 that will be extinguished or adversely affected by the Settlement.

19 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the stipulation or motion for approval of this
21 Settlement no later than thirty (30) calendar days after the full execution of this Agreement and,
22 if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate
23 in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary
24 Approval to the Administrator.

25 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation
26 or motion for approval of this Settlement and/or the supporting declarations and documents,
27 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
28 by meeting in person, via virtual means, i.e., zoom or Teams, or by telephone, and in good faith,

1 to resolve the disagreement. If the Court does not grant the motion for approval of this
2 Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel
3 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
4 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
5 Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
8 Administration Solutions to serve as the Administrator and verified that, as a condition of
9 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
10 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
11 payment of Administration Expenses. The Parties and their Counsel represent that they have no
12 interest or relationship, financial or otherwise, with the Administrator other than a professional
13 relationship arising out of prior experiences administering settlements.

14 7.2. Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports state and federal tax authorities.

17 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
19 section 468B-1.

20 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks
21 to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

23 Based on its records, Defendant estimates that, there are 200 Aggrieved Employees who
24 worked 2,650 Pay Periods from March 16, 2023 through February 24, 2025. If the number of
25 actual PAGA Pay Periods during the PAGA Period exceeds 10% of the estimated PAGA Pay
26 Periods (i.e., exceeds 2,915 pay periods), Defendant shall increase the Gross Settlement Amount
27 by a pro-rata dollar value equal to the number of pay periods in excess of 2,915 pay periods.

For example, if there is a 1% increase over 10% then the Gross Settlement Amount increases by 1%.

9. 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.

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

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability 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 have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right 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

1 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
2 Agreement).

3 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this
4 Agreement together with its attached exhibits shall constitute the entire agreement between the
5 Parties relating to the Settlement, superseding any and all oral representations, warranties,
6 covenants, or inducements made to or by any Party.

7 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
8 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
14 the Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 10.5. No Prior Assignments. The Parties separately represent and warrant that they have
20 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense
24 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
25 Settlement be relied upon as such within the meaning of United States Treasury Department
26 Circular 230 (31 CFR Part 10, as amended) or otherwise.

1 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court.

4 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA
16 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
17 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
18 negotiations, or in connection with the Settlement, may be used only with respect to this
19 Settlement, and no other purpose, and may not be used in any way that violates any existing
20 contractual agreement, statute, or rule of court. Not later than 90 calendar days after the
21 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy
22 all paper and electronic versions of Aggrieved Employee Data received from Defendant unless,
23 prior to the Administrator's payment of all Settlement Funds, Defendant make a written request
24 to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

25 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement
26 is inserted for convenience of reference only and does not constitute a part of this Agreement.

27 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
28 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.

10.15. 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:
Lilit Tunyan
ltunyan@tunyanlaw.com
Artur Tunyan
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

To Defendant:
Yvette Davis
ydavis@hbblaw.com
Bianca Falcon
bfalcon@hbblaw.com
edocs@hbblaw.com
HAIGHT BROWN & BONESTEEL LLP
2030 Main Street, Suite 1525
Irvine, CA 92614
Telephone: (714) 426-4600
Facsimile: (714) 754-0826

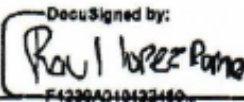
10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to

1 extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
2 settlement process.

3
4 The Parties hereby execute this Agreement.

5 Dated: 3/6/2025 | 10:53 AM PST RAUL LOPEZ RAMIREZ

6
7 By:  DocuSigned by:
F4336A010432460

8 RAUL LOPEZ RAMIREZ

9
10 Dated: March 7, 2025

LANDSCAPES UNLIMITED, LLC

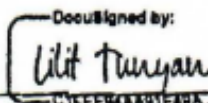
11
12 By: 

13 [NAME] CESAR MARTINEZ

14 [TITLE] V.P. - HUMAN RESOURCES

15
16 Dated: 3/6/2025 | 10:55 AM PST

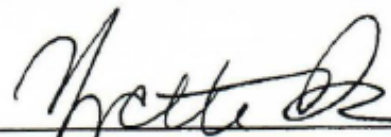
TUNYAN LAW, APC

17
18 By:  DocuSigned by:
C1FEE6AA07E89A
19 Lilit Tunyan
20 Artur Tunyan

21 Attorneys for Plaintiff RAUL LOPEZ RAMIREZ

22 Dated: March 14, 2025

HAIGHT BROWN & BONESTEEL LLP

23
24 By: 
25 Yvette Davis
26 Bianca Falcon

27 Attorneys for Defendant LANDSCAPES UNLIMITED, LLC

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Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

MARCH 16, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Landscapes Unlimited, LLC
1201 Aries Dr.
Lincoln, NE 68512

VIA CERTIFIED MAIL

Return Receipt Requested
URS Agents Inc.
Agent for Service of Process for
Landscapes Unlimited, LLC
7801 Folsom Blvd, #202
Sacramento, CA 95826

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Raul Lopez Ramirez v. Landscapes Unlimited, LLC*

To Whom It May Concern:

Please be advised that my office has been retained by Raul Lopez Ramirez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Landscapes Unlimited, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

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

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a machine operator from approximately 2010 to March 11, 2024. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 6 days per week, and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

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 (8) 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 Industrial Welfare Commission is unlawful.

Throughout the time period involved in this case, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendant regularly used a system of time rounding in a manner 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. Throughout the statutory period, Defendant failed to maintain accurate time records and falsified Plaintiff's and the Aggrieved Employees' time records. Plaintiff and the Aggrieved employees were only required to sign under a blank timesheet at the beginning of their shifts. Plaintiff's and the Aggrieved Employees supervisors would later complete the timesheets with the scheduled shift time worked by Plaintiff and the Aggrieved Employees as

opposed to Plaintiff and the Aggrieved Employees clocking in and out electronically or recording their actual time on a handwritten timesheet. Plaintiff and the Aggrieved Employees were regularly required to arrive at least 30 minutes earlier than their scheduled start time of the shift to be able to attend the team meetings prior to start of their shifts. Additionally, Plaintiff and the Aggrieved Employees were also required to work beyond their scheduled shift hours at the end of the shift by walking to the Defendant's shop to store the machine key and other tools prior to leaving Defendant's premises. Defendant refused to permit Plaintiff and the Aggrieved Employees to personally record their actual time, and while recording Plaintiff's and the Aggrieved Employees time instead of them, falsified the time records by inputting not more than scheduled 8 hours in a single day, despite the fact that Plaintiff and the Aggrieved Employees regularly worked in excess of 8 hours per day, depriving Plaintiff and the Aggrieved Employees of wages, including overtime wages. In doing so, 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, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

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 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, 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. Defendant did not instruct and allow Plaintiff and the Aggrieved Employees to record their meal periods. Plaintiff is not aware whether his supervisor would fill in the meal period time in the blank timesheets he was required to sign. As a result of the off-the clock work prior to the start of the shift, Plaintiff and the Aggrieved Employees would regularly take their first meal periods after the end of the fifth hour. Most importantly, Defendant wrongfully required Plaintiff and the Aggrieved employees to combine their 30-minute first meal periods with their first rest periods and have one 45- minute combined meal and rest break instead of taking separate meal periods and separate rest periods. Accordingly, Defendant's policy and practice was to not 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, 558, 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 10 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 6 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.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free 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, continuous and uninterrupted, 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. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant did not schedule rest periods every 4 hours or a major fraction. Instead, Defendant wrongfully required Plaintiff and the Aggrieved employees to combine their 30-minute first meal periods with their first rest periods and to take combined one 45-minute first meal and rest break instead of taking separate meal periods and separate rest periods. Plaintiff and the Aggrieved Employees have never been authorized and taken their third rest periods. Most importantly, Plaintiff and the Aggrieved Employees were not allowed to leave the work premises during rest periods. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

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, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by 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

1 be recorded.

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

4 Throughout the statutory period, Defendant failed to maintain accurate time records and falsified
5 Plaintiff's and the Aggrieved Employees' time records. Plaintiff and the Aggrieved employees were
6 only required to sign under the blank timesheets at the beginning of their shifts. Plaintiff's and the
7 Aggrieved Employees' scheduled shift start and end time was filled in by their supervisors as
8 opposed to Plaintiff and the Aggrieved Employees clocking in and out electronically or recording
9 their actual time on a handwritten timesheet. Defendant refused to permit Plaintiff and the
10 Aggrieved Employees to personally record their actual time, and while recording Plaintiff's and the
11 Aggrieved Employees time falsified the time records by inputting not more than scheduled 8 hours
12 in a single day, despite the fact that Plaintiff and the Aggrieved Employees regularly worked in
13 excess of 8 hours per day, depriving Plaintiff and the Aggrieved Employees of wages, including
14 overtime wages.

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

27 As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties
28 provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and
meal periods.

Failure to Reimburse and Indemnify Expenses

21 California Labor Code § 2802 requires employers to reimburse employees for their necessary
22 expenditures and losses incurred in direct consequence of the discharge of their duties or of their
23 obedience to directions of the employer.

24 Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved
25 Employees to pay expenses that they incurred in direct discharge of their duties for Defendant
26 without reimbursement. Defendant required Plaintiff and the Aggrieved Employees to purchase
27 additional safety gloves but failed to reimburse for those gloves. Plaintiff also failed to reimburse
28 Plaintiff and the Aggrieved Employees for personal cell phone usage as Plaintiff and the Aggrieved
Employees were required to use their personal cell phones to call and receive work related calls and
text messages from their supervisors and to send pictures of work to report on the progress of work
or finished assignments. Plaintiff and the Aggrieved Employees incurred these substantial expenses

as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

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 discharge, and the employment of others will be. 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 employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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 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

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
3 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
4 reasonable attorney's fees." Lab. Code § 226(e)(1).

5 Defendant intentionally and willfully failed to provide employees with complete and accurate wage
6 statements. The deficiencies include, among other things, the failure to correctly identify hourly
7 rates, the failure to correctly list gross wages earned, and the failure to list the true net wages
8 earned, including wages for meal periods that were not provided in accordance with California law,
9 wages for rest periods that were not authorized and permitted to take in accordance with California
10 law, and correct wages earned for all hours worked. Moreover, during some pay periods Defendant
11 failed to state the hourly rate, the total hours worked, the pay period beginning and end date in the
12 wage statements at all.

13 As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees
14 suffered injury and damage to their statutorily protected rights.

15 Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant
16 the greater of their actual damages caused by Defendant's failure to comply with Labor Code §
17 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

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

20 **Failure to Pay All Earned Wages Twice Per Month**

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

23 Labor Code § 204 requires employers to pay employees all earned wages two times per month on
24 days designated in advance by the employer as the regular paydays. Labor performed between the
25 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th
26 day of the month during which the labor was performed, and labor performed between the 16th and
27 the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
28 following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by
the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also
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 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 owe 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 Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave

Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

During the statutory period, Defendant maintained a policy and practice of failing to provide Plaintiff and the Aggrieved Employees with the paid sick leave as well as to provide a written notice of accrued paid sick leave. On information and belief, Defendants' failure to provide an employee with written notice that sets forth the amount of paid sick leave available was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the vacation pay and the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages which Defendant failed to pay. On information and belief, Defendant's failure to pay Plaintiff the accrued vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

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

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, 512 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 § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
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;
8. Labor Code § 204 by failing to pay all earned wages two times per month;
9. Labor Code § 246 by failing to provide paid sick leave and written notice of available paid sick leave; and
10. Labor Code § 227.3 by failing to pay accrued vacation pay at termination.

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, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.

TUNYAN LAW, APC

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Exhibit “B”

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2 Mailing Date]

3 NOTICE OF SETTLEMENT

4 Name
5 Address

6 Ramirez v. Landscapes Unlimited, LLC
7 Los Angeles Superior Court, Case No. 24STCV12695

8 Dear NAME:

9 You are receiving the enclosed check in connection with the settlement of a lawsuit entitled
10 Ramirez v. Landscapes Unlimited, LLC, Los Angeles Superior Court, Case No. 24STCV12695.
11 In that lawsuit, Plaintiff Raul Lopez Ramirez asserted various wage and hour claims against
12 Defendant Landscapes Unlimited, LLC (“Defendant”) under Labor Code § 2699 *et seq.*, the
13 California Private Attorney General Act (“PAGA”) on behalf of non-exempt hourly employees of
14 Defendant who worked for Defendant in California between March 16, 2023 through February
15 24, 2025 (“PAGA Settlement Members”), and on behalf of the State of California.

16 Defendant denied and continues to deny all of the allegations and liability for any claims in this
17 case. Defendant maintains that it was in compliance with the California Labor Code at all times
18 and enters into this Settlement with no admission of liability and solely for the purposes of
19 compromising and settling the action to avoid the cost and operational burden of continued
20 litigation.

21 The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be
22 understood as an expression of any opinion by the Court as to the merits of the claim.

23 The enclosed check is your allocated share of the settlement which was calculated on a pro-rata
24 basis (i.e., proportional) based on the number of pay periods you worked for Defendant in the
25 PAGA period divided by the total number of pay periods worked by all PAGA Settlement
26 Members. Your settlement amount represents civil penalties and may be subject to federal, state,
27 and local taxes and may be reported to the appropriate taxing authorities. Enclosed is an IRS Form
28 1099 for 100% of this payment. Please consult a tax advisor to determine your individual payment,
if any, and reporting obligations. The enclosed check will remain valid and negotiable for one
hundred eighty (180) days from the date of the issuance, and shall thereafter automatically be void
if not cashed within that time. Funds attributable to any uncashed check will be sent to the
California State Controller’s Unclaimed Property division, in your name.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the
Settlement’s terms, all PAGA Settlement Members are deemed to release, on behalf of themselves
and their respective former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, Defendant and each of its former and present directors, officers,
shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
subsidiaries, and affiliates from all claims for civil penalties under the California Private Attorneys

1 General Act, California Labor Code § 2698, et. seq. (“PAGA”) based on the PAGA Period facts
2 stated in the Operative Complaint and the PAGA Notice filed with the LWDA claims that arose
3 under PAGA based on the facts alleged in the lawsuit. The Settlement does not affect any other
type of claim. There is no statutory right for PAGA Settlement Members to opt out or otherwise
exclude themselves from this Settlement.

4 Upon entry of the Order approving the Settlement, any PAGA Settlement Member covered by this
5 Agreement will be barred from proceeding with any claim released by this Settlement.

6 You may call the Settlement Administrator, Phoenix Class Action Administration Solutions at---
7 -----with any questions. You must inform the Settlement Administrator of any change of
address to ensure receipt of your settlement payment.

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9 **PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE FOR**
10 **INFORMATION REGARDING THIS SETTLEMENT.**
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Exhibit “2”

1	Date	Description	Rate (\$)
		3/16/2024 PAGA Notice submission fee to LWDA	75
2		3/18/2024 PAGA mailing costs to Defendant	19.36
		5/21/2024 Complaint court filing fee	454.22
3		5/23/2024 Complaint and Summons process service fee	87.51
		5/29/2024 Proof of Service of Complaint court filing fee	7.26
4		10/29/2024 Case Management Statement Court filing fee	11.76
		12/9/2024 Mediation fee to JAMS	9500
5		3/24/2025 Economic damages expert fee	1200
6		Joint stipulation for PAGA settlement approval court filing fee	32.31
7		Final accounting report court filing fee	11.76
8	Total costs		11399.18
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Exhibit “3”

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Telephone: (323) 410-5050

Attorneys for Plaintiff RAUL LOPEZ RAMIREZ, as an individual, and on behalf of all similarly situated employees,

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

RAUL LOPEZ RAMIREZ, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

LANDSCAPES UNLIMITED, LLC, a
Nebraska Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV12695

[Assigned for all purposes to Hon. Doreen B.
Boxer, Dept. 19]

**DECLARATION OF MICHAEL MOORE OF
BEHALF OF PHOENIX CLASS ACTION
SETTLEMENT ADMINISTRATION IN
SUPPORT OF PAGA SETTLEMENT
APPROVAL**

Complaint Filed: May 21, 2024
Trial Date: None Set

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I, Michael Moore, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Settlement Administrators (“PSA”), as President and Managing Partner.

3. I personally have over 15 years of experience in claims management and administration of class and collective action matters.

4. PSA has never had any financial interest in or affiliation with the parties or counsel in this matter.

5. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, through final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

6. PSA's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

7. PSA has extensive experience in and are experts at all aspects of administering complex class action matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management; (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (vi) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

8. As part of Settlement Notice procedures, PSA will run the names of all Settlement Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Aggrieved Employees. If a PAGA Packet from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address

1 for the Aggrieved Employee to whom the returned PAGA Packet had been mailed by undertaking
2 skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will
3 promptly re-mail the PAGA Packet to the Aggrieved Employee. Further, any PAGA Packets that
4 are returned to the Settlement Administrator with a forwarding address before the Response
5 Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

6 9. PSA has been appointed as a Settlement Administrator in both State and Federal
7 Courts.

8 **Data Handling and Security Procedures**

9 10. Phoenix Settlement Administrators has adequate procedures in place to safeguard
10 the data and funds to be entrusted to it. PSA's Technology and Banking groups are directly
11 involved with Management on all issues of Information Security and Settlement Fund transfer, as
12 it pertains to the continuance of business processes, and all risk, vulnerability, security and
13 assessments as it pertains to information. The group, along with internal systems in place, monitor
14 and communicate with Management on a Preventative and comprehensive level, in order to
15 prevent potential Strategic or Compliance Risks. All processing of confidential and personal
16 information is handled and maintained within the organization and therefore all data received is
17 kept within a strict chain of custody internally. All informational assets are classified and assigned
18 based on initial case assessment, client and procedural requirements. The Technology Group
19 handles all higher-level ownership of information and physical peripherals, as well as ownership
20 of direct / indirect assets associated with technology and the continuance of business, Specific
21 Users, Groups or Entities are assigned Shared Ownership or Management Capability based on
22 procedural needs, and security level granted.

23 11. In addition to high levels of Data Center Policies/Procedures and
24 Facility/Maintenance Security Protocols, PSA's conducts semiannual training to maintain
25 additional safeguards such as:

- 26 a. Phoenix Settlement Administration Business Continuity Policy
- 27 b. Phoenix Settlement Administration Disaster Recovery Plan
- 28 c. Phoenix Settlement Administration Incident Response Plan
- d. Phoenix Settlement Administration Personal Computer Security Policy

- e. Phoenix Settlement Administration Phoenix Data Archiving and Retention Policy
 - f. Phoenix Settlement Administration Phoenix Personnel Security Policy
 - g. Phoenix Settlement Administration Risk Assessment
 - h. Phoenix Settlement Administration Service Provider Risk Assessment
 - i. Phoenix Settlement Administrator Classification and Access Rights Policy
 - j. Phoenix Settlement Administrator Password Policy
 - k. Phoenix Settlement Administrators Certification of Destruction
 - l. Phoenix Settlement Administrators Security Awareness Training Program.
12. PSA currently maintains both an errors and omissions insurance policy and a separate data breach insurance policy, with coverages of \$2 million and \$3 million, respectively, and with each policy providing coverage on an occurrence basis.
13. PSA costs are reasonable and competitive when compared to the industry.
14. PSA only employs a certified and/or qualified translator to translate Court-approved Notices for postings on PSA's website for dissemination to the Class.
15. To complete the Settlement Administration for this case, the Settlement Administration will include hard cost and hourly costs detailed below:
- Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Re-Mail and Translation costs.
 - Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing and Case Management/Maintenance.
16. Having factored in the hard and hourly cost, the settlement administration for this project has a Will Not Exceed-Flat Fee Total of five thousand dollars and zero cents (\$5,000.00).
17. PSA is willing to serve as the Administrator of the parties' settlement in this action.
18. No party or law firm involved in this action has any ownership interest in PSA or other relationship with PSA aside from that of clients selecting PSA to provide administration services.

1 I declare under penalty of perjury under the laws of the United States and state of California
2 that the foregoing is true and correct.

3 Executed on April 2, 2024, at Orange, California.

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6 Michael E. Moore

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Exhibit “4”

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Attorneys for Plaintiff RAUL LOPEZ RAMIREZ as an individual and on behalf of all employees similarly situated

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

RAUL LOPEZ RAMIREZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

LANDSCAPES UNLIMITED, LLC, a
Nebraska Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV12695

[Assigned for all purposes to Hon. Doreen B.
Boxer, Dept. 19]

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 AND
JUDGMENT**

Action Filed:
Trial:

May 21, 2024
Not yet set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff RAUL LOPEZ RAMIREZ (“Plaintiff”), individually and in his capacity as a
3 representative of the State of California on behalf of other allegedly aggrieved employees and Defendant
4 LANDSCAPES UNLIMITED, LLC (“Defendant”) (collectively, “the Parties”) have reached terms of
5 settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General
6 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

7 The Parties filed a Joint Stipulation for Approval of Settlement of Claims Brought Pursuant to the
8 Private Attorneys General Act of 2004 (“PAGA”) (the “Joint Stipulation”) memorialized in the PAGA
9 SETTLEMENT AGREEMENT (the “Settlement” or “Settlement Agreement”). A true copy of the
10 Settlement Agreement is attached to the Joint Stipulation as **Exhibit 1**. The Court having considered all
11 the papers filed and otherwise being fully informed, and good cause appearing therefor enters into this
12 Order and Judgment which is intended to be a final disposition of the Action in its entirety.

13 **IT IS HEREBY ORDERED and ADJUDGED** that the Joint Stipulation for approval of
14 settlement of claims brought pursuant to PAGA is **GRANTED** subject to the following findings and
15 orders:

16 1. All terms used for purposes of this Order and Final Judgment, not otherwise defined, shall have
17 the same meaning as given in the PAGA Settlement Agreement (“Settlement” or “Settlement
18 Agreement”), attached as **Exhibit 1** to the Joint Stipulation. The terms, provisions, and obligations set
19 forth in the Settlement Agreement attached as **Exhibit 1** to the Joint Stipulation are deemed a part of this
20 Order and Judgment incorporated herein in their entirety.

21 2. Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce
22 Development Agency (the “LWDA”) has been given timely notice of the Settlement Agreement. The
23 Court finds and determines that Plaintiff’s notice of the Settlement to the LWDA complied with the
24 statutory requirements of PAGA.

25 3. The Court has determined that the Settlement is, in all respects, fair, reasonable and accurate,
26 and meets the requirements for approval under PAGA. Accordingly, the Court approves the Settlement.

27 4. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
28

1 methodology used to calculate and pay the LWDA Payment, and the PAGA Settlement payments to the
2 PAGA Settlement Members, in accordance with the Settlement, are fair and reasonable.

3 5. The Court confirms approval of the Settlement as to the following group of individuals,
4 collectively referred to as the “PAGA Settlement Members” (sometimes also referred to as “Aggrieved
5 Employees”):

6 All non-exempt or hourly employees of Defendant who worked for Defendant
7 within the State of California from March 16, 2023 through February 24, 2025.

8 6. The Court approves the Notice to PAGA Settlement Members, attached as Exhibit A to the
9 Settlement Agreement.

10 7. PAGA claims are released as follows:

11 “Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
12 Plaintiff’s general release payment pursuant to the separate agreement entered into between the
13 Parties, All Aggrieved Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, the Released Parties from all claims for civil penalties under the California Private
16 Attorneys General Act, California Labor Code § 2698, et. seq. (“PAGA”) based on the PAGA
17 Period facts stated in the Operative Complaint and the PAGA Notice filed with the LWDA (the
18 “Released Claims”).”

19 Released Parties are as follows:

20 “Defendant and each of its former and present directors, officers, shareholders,
21 owners, members, attorneys, insurers, predecessors, successors, assigns,
22 subsidiaries and affiliates. “

23 8. The Court authorizes Phoenix Class Action Administration Solutions to act as the Settlement
24 Administrator.

25 9. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
26 payments, in accordance with the terms of the Settlement.

27 10. Defendant is directed to deliver the Gross Settlement Amount to the Settlement Administrator
28 within sixty (60) days after the Effective Date, as set forth in the Settlement Agreement.

11. The Court awards the Settlement Administrator in this Action its fees and costs of **\$5,000.00**
in accordance with the terms of the Settlement Agreement.

12. The Court awards to Plaintiff's Counsel in this Action its fees of **\$50,000.00** in accordance with the terms of the Settlement Agreement. The Court awards to Plaintiff's Counsel actual costs of **\$11,399.18** as shown by the ledger of costs attached as Exhibit 2 to the Joint Stipulation.

13. The Court approves the allocations and gross settlement amount of **\$150,000.00** for the release of claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

14. Under the terms of the Settlement, the Net Settlement Amount is **\$83,600.82**. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce Development Agency (“LWDA Payment”), and the remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement Members in accordance with the terms of the Settlement.

15. Checks for Settlement Shares sent to PAGA Settlement Members shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Member.

16. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and Judgment simply represent a compromise of disputed allegations.

17. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within ten (10) days of the date of this Order and Judgment .

After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Doreen B. Boxer
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendant LANDSCAPES UNLIMITED, LLC

☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

Signature