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Attorneys for Plaintiff

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

DANIEL CRUZ, as an individual and on behalf  
of all others similarly situated,

Plaintiff,

vs.

MAGNUS LANDSCAPING CORPORATION  
d.b.a. LABAHN'S LANDSCAPING, a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: 37-2024-00009720-CU-OE-CTL

*[Assigned for all purposes to the Hon.  
Marcella O. McLaughlin, Dept. C-72]*

**DECLARATION OF SEAN M.  
BLAKELY IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION PAGA  
SETTLEMENT**

Date: October 2, 2026

Time: 9:30 a.m.

Dept.: C-72

Action Filed: March 1, 2024

Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff Cruz (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in that state. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk at Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC consisted of representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-discovery research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and conducting depositions, analyzing payroll and timekeeping records and employee handbooks, drafting motions for summary judgment, as well as a variety of other motions such as motions to compel, demurrers and motions to dismiss, motions to strike, motions to compel, motions to dismiss and motions for class certification, drafting mediation briefs, attending mediations, negotiating long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, where, in 2020, I became a Partner. I am currently responsible for managing over sixty collective wage and hour class and representative actions in both state and federal court.

1           4.       The following is a non-exhaustive list of wage and hour class actions in which I  
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,  
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case  
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding  
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving  
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was  
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*  
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.  
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for  
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an  
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*  
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard  
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving  
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was  
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*  
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,  
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement  
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in  
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*  
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los  
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf  
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and  
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-  
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California  
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of  
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period  
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed  
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of  
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and  
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*  
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California  
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of  
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving  
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,  
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge  
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid  
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*  
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.  
12 Highberger presiding (granting final approval of settlement involving claims for wage statement  
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case  
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger  
15 presiding (granting final approval of settlement on behalf of direct support professionals  
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,  
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior  
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement  
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*  
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,  
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of  
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period  
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.  
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding  
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar  
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,  
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior  
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,  
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case  
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn  
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing  
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period  
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior  
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of  
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and  
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,  
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final  
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for  
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary  
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior  
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of  
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,  
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case  
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William  
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees  
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);  
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-  
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders  
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees  
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);  
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,  
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final  
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for  
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);  
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf  
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid  
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and  
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior  
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of  
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and  
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.  
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman  
9 presiding (granting final approval of settlement on behalf of sales development representatives  
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*  
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los  
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf  
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);  
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California  
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of  
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid  
17 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*  
18 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,  
19 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf  
20 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period  
21 violations, unreimbursed business expenses, and penalty claims).

22 5. I have also moved to certify and have received an order certifying a class action in  
23 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States  
24 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six  
25 classes of employees for rest period violations, wage statement violations, meal period violations,  
26 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-  
27 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable  
28 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties); and *Quincy Calloway v. Lightstorm Entertainment, Inc., et al.*, Case No. 24STCV05939, Los Angeles County Superior Court, Honorable Theresa M. Traber presiding (certifying claims for unpaid overtime wages, wage statement violations, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024 through 2026, Thomson Reuters recognized Mr. Blakely as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case, and I believe that the proposed Settlement is a favorable result for the Settlement Class. Attached hereto as **Exhibit 1** is a true and correct copy of the fully executed Stipulation of Settlement (“Settlement”). The proposed Class Notice and Notice of Estimated Individual Settlement Award are attached to the Settlement as **Exhibits A** and **B**, respectively.

8. Defendant Magnus Landscaping Corporation d.b.a. Labahn’s Landscaping (“Defendant”) specialized in residential and commercial landscape maintenance and served locations throughout Southern California. Defendant represents that it ceased operated at the end of May 2024 and was acquired by another entity.

9. On March 1, 2024, Plaintiff filed his Class Action Complaint in San Diego County Superior Court and alleged causes of action for: (i) minimum wage violations; (ii) failure to pay all overtime wages; (iii) meal period violations; (iv) rest period violations; (v) failure to reimburse all necessary business expenditures; (vi) wage statement penalties; and (vii) unfair competition.

On that same day, Plaintiff sent his PAGA notice letter to Defendant and the Labor & Workforce Development Agency (“LWDA”) via certified mail. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s March 1, 2024 LWDA Letter. On May 6, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) adding the eighth cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*).

10. Prior to mediation, the Parties engaged in formal and informal discovery. Plaintiff served formal written discovery requests seeking, among other items, contact information for the putative class, timekeeping and payroll records for the putative class, Defendant’s written wage and hour policies/procedures, and other information and documents. In connection with mediation, Defendant produced an Employee Handbook in effect during the Class Period and timekeeping and payroll records for all putative class members. Defendant also provided a detailed Class List which included each putative class members’ date of hire, termination date, and the total number of workweeks worked during the Class Period. Plaintiff’s counsel conducted a comprehensive analysis of the data produced by Defendant to calculate Defendant’s potential exposure for each of Plaintiff’s claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff’s claims, the chances of certification of Plaintiff’s claims, and Defendant’s potential defenses.

11. On January 20, 2026, the Parties participated in a full-day mediation before Steve Mehta, Esq., an experienced wage-and-hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff’s claims, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Mehta issued a mediator’s proposal for a classwide settlement that was ultimately accepted by all Parties. Over the following months, the Parties finalized the long-form Settlement Agreement now before the Court

12. The monetary terms of the Settlement are summarized below:

- |                                               |              |
|-----------------------------------------------|--------------|
| • Gross Settlement Amount:                    | \$701,800.00 |
| • Minus Court-approved attorneys’ fees (35%): | \$245,630.00 |

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| • Minus Court-approved litigation costs (up to):                  | \$30,000.00         |
| • Minus Court-approved Service Award:                             | \$10,000.00         |
| • Minus amount set aside as PAGA:                                 | \$40,000.00         |
| • <u>Minus estimated settlement administration costs (up to):</u> | <u>\$10,000.00</u>  |
| Net Settlement Amount:                                            | \$366,170.00        |
| • PLUS 25% "PAGA Amount" to Aggrieved Employees:                  | \$10,000.00         |
| <b>Total Amount Paid to Settlement Class members:</b>             | <b>\$376,170.00</b> |

13. According to Defendant, there are approximately 613 Settlement Class members. Therefore, the average Individual Settlement Award from the Net Settlement Amount is projected to be approximately **\$597.34**. There are approximately 341 Aggrieved Employees who worked during the PAGA Period. Therefore, the average Individual PAGA Payment from the PAGA Amount is estimated to be approximately **\$29.33**.

14. Plaintiff asserts that Defendant failed to compensate its non-exempt employees for all hours actually worked due to its timekeeping policies and practices. Specifically, Plaintiff alleges that Defendant's supervisors recorded employees' hours and did so in a manner that understated time worked, resulting in unpaid minimum wages. Specifically, Plaintiff alleges that Defendant's supervisors recorded employee's scheduled shifts, rather than the actual time employees worked, resulting in a failure to record and compensate for all hours actually worked. As a result, Plaintiff alleges that, because not all hours worked were captured or paid, employees were not compensated for all wages owed. Plaintiff estimates that he and Settlement Class members were not properly compensated for approximately six (6) minutes per shift, and worked approximately five (5) days per week. Because employees generally worked shifts of at least 8.0 hours, Plaintiff contends that these unpaid wages should be paid at an overtime rate of pay. Plaintiff further calculates that the average overtime rate of pay for Settlement Class members during the Class Period at approximately \$29.39. Accordingly, Plaintiff estimates the maximum potential exposure for unpaid wages at approximately \$468,771 (31,900 workweeks \* 30 minutes per week \* \$29.39 average overtime rate). Defendant contends that its timekeeping policies/practices complied with California law and that it properly compensated employees for all hours throughout the Class period. Defendant also contends that supervisors accurately recorded all employees' hours worked, and employees signed daily timesheets confirming their

1 hours worked. Defendant further argues that these claims would not be suitable for class treatment  
2 because they would require individualized inquiries into whether any employee performed work  
3 outside of recorded work hours, the nature and amount of any such work, whether the work was  
4 known to or authorized by Defendant, making class certification of this claim unlikely. In light  
5 of Defendant's defenses discussed above, Plaintiff discounted the maximum exposure by 70%  
6 for risk of non-certification and an additional 75% to account for Defendant's defenses on the  
7 merits or failing to recover the full amount sought, to arrive at an estimated total of approximately  
8 \$35,158.

9       15. Plaintiff asserts that Defendant failed to provide timely, uninterrupted, and full 30-  
10 minute meal periods. Specifically, Plaintiff alleges meal periods frequently began after the fifth  
11 hour of work due to work demands imposed by Defendant. Based on Plaintiff's analysis of  
12 Defendant's timekeeping records, Plaintiff estimates there were approximately 122,863 shifts  
13 with a facial meal period violation. Plaintiff further calculates that the average hourly rate of pay  
14 for Settlement Class members during the Class Period at approximately \$19.59. Accordingly,  
15 Plaintiff estimates Defendant's maximum exposure for first meal period violations at 2,406,886  
16 (122,863 non-compliant meal periods \* \$19.59 average premium). Defendant argues that it  
17 maintained compliant written meal period policies throughout the Class Period and provided  
18 compliant meal periods in line with those policies. Defendant further contends that under *Brinker*  
19 it always provided employees the opportunity to take meal periods and is not required to ensure  
20 they are taken. Finally, Defendant maintains Plaintiff's meal period claim is not suited for class  
21 certification, since individual inquiries would be needed to assess which employees, if any, took  
22 non-compliant or missed meal periods, how many meal periods were non-compliant or missed,  
23 and the reasons why a particular employee did not take a meal period on a particular shift. In light  
24 of these defenses and arguments, Plaintiff discounted Defendant's maximum exposure by 60%  
25 for risk of non-certification, and an additional 65% to account for Defendant's defenses on the  
26 merits or failing to recover the full amount sought, to arrive at an estimated total of approximately  
27 \$336,964.

28       16. Plaintiff asserts that Defendant failed to authorize and permit compliant rest

1 periods for every four hours worked or major fraction thereof. Plaintiff alleges employees were  
2 unable to take all required rest periods due to work demands, and that Defendant maintained no  
3 mechanism to pay rest-period premiums when compliant rest periods were not authorized and  
4 permitted. Based on Plaintiff's analysis of Defendant's timekeeping records, Plaintiff estimates  
5 there were approximately 159,500 shifts in excess of 3.5 hours during the Class Period.  
6 Accordingly, and assuming a rest period violation on each and every shifts, Plaintiff calculates  
7 Defendant's maximum potential exposure for rest period violations at approximately \$3,124,605  
8 (159,500 rest period violations \* \$19.59 average rest period premium). Defendant contends that  
9 Plaintiff and Settlement Class members were authorized and permitted the opportunity for rest  
10 periods and that it maintained compliant written rest period policies/practices throughout the  
11 Class Period. Defendant also maintains that any failure to take rest periods was the result of  
12 employee waiver or choice, and that it is not required to police rest periods. Defendant further  
13 argues that Plaintiff's rest period claim is not amenable to class treatment, since individual  
14 inquiries would be required to determine which employees failed to take rest periods, how many  
15 rest periods they failed to take, and the reasons why each employee failed to take rest period(s)  
16 on a particular shift. These manageability concerns are especially present with respect to rest  
17 period claims, Defendant argues, given that rest periods are not, and need not, be recorded. In  
18 light of these defenses, Plaintiff discounted the maximum amount by 75% for risk of non-  
19 certification, and discounted an additional 70% for risk of being unsuccessful on the merits or  
20 failure to recover the full amount sought, to arrive at a projected exposure of approximately  
21 \$234,345.

22 17. Plaintiff alleges that Defendant failed to reimburse him and other Settlement Class  
23 members for all reasonable and necessary work expenditures, including personal cellular phone  
24 expenses. Specifically, Plaintiff asserts that Defendant required non-exempt employees to use  
25 personal cellular phones for work-related communications with coworkers and supervisors,  
26 however, Plaintiff contends that Defendant failed to reimburse employees for a reasonable portion  
27 of those necessary business expenses. Assuming that employees are owed approximately \$5.00  
28 per weekly pay period for cellular phone usage, Plaintiff estimates Defendant's maximum liability

1 for its failure to reimburse employees for usage of their personal cellular phones at approximately  
2 \$159,500 (31,900 weekly pay periods \* \$5.00 per pay period). Defendant maintains that  
3 Settlement Class members were not required to use their personal cellular phones as part of their  
4 job. Defendant further argues that any cellular phone expenses incurred by Settlement Class  
5 members were minimal, given the wide availability of low-cost cellular phone plans. Defendant  
6 further argues that this claim would require individual inquiries into whether Settlement Class  
7 members actually used their personal cellular phones, how much expense they incurred, whether  
8 they submitted a request for reimbursement, and the reasonableness of that expense, thus  
9 precluding class certification. In light of Defendant's defenses, Plaintiff discounted the maximum  
10 exposure by 60% for a risk of non-certification, and an additional 60% for a risk of being  
11 unsuccessful on the merits, to arrive at an estimated exposure of approximately \$25,520.

12 18. As a result of the unpaid wages and unpaid meal and rest period premium wages  
13 described above, Plaintiff alleges that Defendant is liable for wage statement penalties pursuant  
14 to Labor Code § 226. Plaintiff's analysis reflected that there were approximately 341 Settlement  
15 Class members and approximately 12,373 pay periods worked during the liability period  
16 applicable to Plaintiff's wage statement claim. Those penalties are calculated as \$50 for each  
17 "initial" violation and \$100 for each "subsequent" violation, with a maximum of \$4,000 per  
18 employee. Based on these figures, Plaintiff calculated Defendant's potential wage statement  
19 exposure at approximately \$1,220,250 ([341 "initial" violations \* \$50] + [12,032 "subsequent"  
20 violations \* \$100]). Defendant argues any alleged wage statement violations were not "knowing  
21 and intentional," and Plaintiff cannot show that he or other employees "suffer[ed] injury" due to  
22 the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of  
23 penalties. Further, Defendant contends its wage statements always accurately reflected hours  
24 worked and amounts paid as well as all other required information, precluding liability for wage  
25 statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37  
26 (2018). In light of Defendant's arguments that no violations occurred, that employees suffered no  
27 "injury," that any alleged violations were not "knowing and intentional," that the wage statements  
28 always accurately reflected hours worked and amounts paid to employees, as well as risks

1 associated with Plaintiff's underlying claims discussed above, Plaintiff discounted the maximum  
2 exposure by 75% for risk of non-certification, and by an additional 75% for risk of being  
3 unsuccessful on the merits, for an estimated realistic exposure of approximately \$76,266.

4 19. In addition, Plaintiff alleges that Defendant is liable for civil penalties under the  
5 PAGA. Plaintiff estimated a maximum total PAGA exposure at approximately \$1,237,300.00  
6 (12,373 pay periods \* \$100 "initial" penalty). Defendant contends that since Plaintiff's PAGA  
7 claim is derivative of Plaintiff's underlying wage claims, Defendant asserts the PAGA claim  
8 would fail with those claims. Defendant further maintains that, given its good-faith defenses, this  
9 Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find  
10 Defendant liable for any of Plaintiff's claims. Plaintiff therefore discounted the maximum figure  
11 by 75% for the risk of losing on the merits of all underlying claims and/or not recovering a PAGA  
12 penalty in each and every pay period, and by 75% for the likely possibility that this Court would  
13 reduce the PAGA penalties awarded, to arrive at an estimated exposure of \$77,331.

14 20. Using these estimated figures for each of the claims described above, Plaintiff  
15 predicted that the potential realistic recovery for the Settlement Class would be approximately  
16 \$785,584. The proposed Settlement of \$701,800 represents approximately 89.3% of the  
17 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since  
18 the Settlement will provide significant monetary relief to the Settlement Class, which is consistent  
19 with what Plaintiff's counsel believes could have been recovered had the case proceeded through  
20 trial.

21 21. Although the Parties engaged in substantial informal discovery prior to mediation,  
22 the Parties still had significant formal discovery to complete had the matter not been settled. This  
23 would have required the expenditure of substantial time and resources by both Parties that would  
24 have very likely spanned several years. Even if Plaintiff were to certify the proposed classes, the  
25 Parties would incur considerably more attorneys' fees and costs through a possible decertification  
26 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying  
27 expense.

28 22. My office will apply for an attorneys' fees award of 35% of the Gross Settlement

1 Amount, which is currently estimated to be \$245,630.00, and up to \$30,000.00 in verified  
2 litigation costs reimbursement. Plaintiff submits the requested fee is fair compensation for  
3 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee  
4 basis. My office has incurred substantial attorneys' fees conducting pre-filing investigation,  
5 analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's policies and  
6 timekeeping/payroll data, propounding formal written discovery, conducting extensive informal  
7 discovery, reviewing extensive timekeeping and payroll data and conducting an in-depth  
8 exposure analysis, preparing for and attending mediation, preparing the long-form Settlement  
9 Agreement, preparing this Motion, and otherwise litigating the case. My office expects to expend  
10 additional attorney time in attending the hearing on this Motion, overseeing the Notice process  
11 and fielding questions from Settlement Class members, preparing the Final Approval papers, and  
12 attending the Final Approval hearing.

13 23. Plaintiff will apply for a Class Representative Service Award at the time of seeking  
14 final approval of the proposed class action settlement in the amount of \$10,000.00 for his service  
15 to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested  
16 Class Representative Service Award is intended to recognize the time and effort Plaintiff  
17 expended on behalf of the Settlement Class, including producing documents, providing factual  
18 information, attending meetings with counsel, being available for mediation, and reviewing  
19 settlement documents, as well as the significant risks Plaintiff undertook by agreeing to serve as  
20 the named plaintiff in this case and agreeing to a general release subject to a Civil Code § 1542  
21 waiver.

22 I declare under penalty of perjury under the laws of the State of California that the  
23 foregoing is true and correct. Executed on September 9, 2026, at El Segundo, California.

24   
25 Sean M. Blakely  
26  
27  
28

# **EXHIBIT 1**

## **STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Daniel Cruz (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Magnus Landscaping Corporation d.b.a. Labahn’s Landscaping (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Liam Hall of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Heather Stone of Lagasse Branch Bell + Kinkead LLP.

On March 1, 2024, Plaintiff filed a class action complaint against Defendant in San Diego County Superior Court, in the matter entitled *Daniel Cruz v. Magnus Landscaping Corporation d.b.a. Labahn’s Landscaping*, Case No. 37-2024-00009720-CU-OE-CTL (the “complaint”), and filed and served a notice letter to the Defendant and Labor Workforce Development Agency (“LWDA”) notifying Defendant and the LWDA of Plaintiff’s intent to seek penalties on an individual and representative basis under the Private Attorneys General Act, Cal. Labor Code section 2698, *et seq.* (“PAGA Notice”). On May 6, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse all reasonable and necessary business expenditures; (6) wage statement penalties; (7) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq.*; and (8) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”). The complaint, PAGA Notice, and the FAC are referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant Magnus Landscaping Corporation d.b.a. Labahn’s Landscaping in California from March 1, 2020 through May 31, 2024 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors,

shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative First Amended Class and Representative Action Complaint (“FAC”) that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods and pay premiums as required by law; (d) failure to authorize rest periods and pay premiums as required by law; (e) failure to reimburse all reasonable and necessary business expenditures; (f) failure to provide accurate, itemized wage statements and pay associated penalties; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “ Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from March 1, 2023 through May 31, 2024 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s PAGA Notice (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** Upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiff shall release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiff’s Released Claims are any claims that cannot be released as a matter of law, such as claims for workers’ compensation benefits or unemployment benefits. No workers’ compensation claims are being resolved under this Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Seven Hundred One Thousand Eight Hundred Dollars and Zero Cents (\$701,800.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Effective Date shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. The Gross Settlement Amount shall be deposited with the Settlement Administrator in four installments as follows: Defendant shall make a first installment payment of \$150,000.00 within thirty (30) days of execution of this Settlement Agreement. The balance of the Gross Settlement Amount (i.e., \$551,800.00) shall be made in three (3) equal monthly installments (i.e., \$183,933.33 per installment), with the first installment of \$183,933.33 occurring 61 days following the date on which the Court enters an Order granting Final Approval of the Settlement Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) for purposes of receiving the installment payments. Should the Court not enter an Order granting Final Approval of the Settlement Agreement, any installment payments made to the QSF shall revert to Defendant.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
  - (1) All payments (including interest) to the Settlement Class;
  - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
  - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for Plaintiff’s Class Representative Service Award, in recognition of his contributions to the Lawsuit and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
  - (4) Up to 35% of the Gross Settlement Amount in Class Counsel’s attorneys’ fees (i.e., up to \$245,630.00), plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Zero Cents (\$30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees or costs, Class Counsel shall

not have the right to revoke this Settlement Agreement, and it will remain binding; and

- (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” which PAGA Amount will be distributed as described below.
- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

D. **Escalator Clause.** The Gross Settlement amount is based on Defendant’s representations that there are approximately 31,900 workweeks during the Class Period. If, at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 35,090 or more workweeks), Defendant has the option to: (1) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by Settlement Class members during the Class Period (i.e., if there was 18% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 8%); or (2) shorten the Class Period to cover the time period encompassing 35,090 workweeks.

E. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Award”) from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Award based on the following formula:
  - i. The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class

member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

- iv. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Aggrieved Employee who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the final installment payment with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall issue the Court-approved payments for Class Counsel's attorneys' fees and costs and service award to Plaintiff only after Individual Settlement Awards have been mailed to Settlement Class members.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any payment from the Net Settlement Amount shall be allocated as eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any

funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 35% of the Gross Settlement Amount, which is currently estimated to be Two Hundred Forty-Five Thousand Six Hundred Thirty Dollars and Zero Cents (\$245,630.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's respective Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff's request to the Court to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Liam Hall of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member via U.S. First Class Mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion

by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award.

Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Award, and settlement administration costs; and

- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Heather Stone of Lagasse Branch Bell + Kinkad LLP, 4365 Executive Drive, Suite 950, San Diego, California 92121; hstone@lbbklaw.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof

relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the San Diego County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 6/12/2026, 2026

MAGNUS LANDSCAPING CORPORATION  
D.B.A. LABAHN'S LANDSCAPING

DocuSigned by:  
Nathan Cornett  
By: 824706F59D1E4DB...  
Title: Administrator, minority owner

DATED: \_\_\_\_\_, 2026

PLAINTIFF DANIEL CRUZ

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2026

Lagasse Branch Bell + Kinkead LLP

By: \_\_\_\_\_  
Heather Stone  
Attorneys for Defendant

DATED: \_\_\_\_\_, 2026

Haines Law Group, APC

By: \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

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DATED: \_\_\_\_\_, 2026

MAGNUS LANDSCAPING CORPORATION  
D.B.A. LABAHN'S LANDSCAPING

By: \_\_\_\_\_  
Title:

DATED: 24/04/2026, 2026

PLAINTIFF DANIEL CRUZ

By:  \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2026

Lagasse Branch Bell + Kinkead LLP

By: \_\_\_\_\_  
Heather Stone  
Attorneys for Defendant

DATED: April 27, 2026

Haines Law Group, APC

By:  \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

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DATED: \_\_\_\_\_, 2026

MAGNUS LANDSCAPING CORPORATION  
D.B.A. LABAHN'S LANDSCAPING

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2026

PLAINTIFF DANIEL CRUZ

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: June 12, 2026

Lagasse Branch Bell + Kinhead LLP

By:  \_\_\_\_\_  
Heather Stone  
Attorneys for Defendant

DATED: \_\_\_\_\_, 2026

Haines Law Group, APC

By: \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

# **EXHIBIT A**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DANIEL CRUZ, as an individual and on behalf of all  
others similarly situated,

Plaintiff,

vs.

MAGNUS LANDSCAPING CORPORATION D.B.A.  
LABAHN'S LANDSCAPING, a California  
corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2024-00009720-CU-OE-CTL

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees employed by Defendant Magnus Landscaping Corporation d.b.a. Labahn's Landscaping in California from March 1, 2020 through May 31, 2024 (the "Class Period").

**PLEASE READ THIS NOTICE CAREFULLY  
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The San Diego County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case *Daniel Cruz v. Magnus Landscaping Corporation d.b.a. Labahn's Landscaping*, San Diego Superior Court Case No. 37-2024-00009720-CU-OE-CTL (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully. You may be entitled to money from this Settlement. Defendant Magnus Landscaping Corporation d.b.a. Labahn's Landscaping's ("Labahn's Landscaping") records show that you were employed by Labahn's Landscaping in California as a non-exempt employee between March 1, 2020 and May 31, 2024 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Daniel Cruz ("Plaintiff") brought this Action against Labahn's Landscaping, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Labahn's Landscaping in California at any time during the Class Period. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiff alleges that Labahn's Landscaping failed to provide Settlement Class members with all required meal and rest periods, that it failed to pay all minimum and overtime wages due to its timekeeping policies and practices, and that it failed to reimburse Settlement Class members for all necessary business expenditures. The Action also alleges that as a result of these alleged violations, Labahn's Landscaping failed to provide Settlement Class members with accurate and complete wage statements. As a further result of the

foregoing alleged violations, Plaintiff alleges that Labahn’s Landscaping engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Labahn’s Landscaping denies that it has done anything wrong. Labahn’s Landscaping denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Labahn’s Landscaping, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Labahn’s Landscaping has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Labahn’s Landscaping provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Labahn’s Landscaping, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by Labahn’s Landscaping, your decision about whether to participate in the Settlement will not affect your employment. California law and Labahn’s Landscaping’s policy strictly prohibit unlawful retaliation.** Labahn’s Landscaping will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for the Plaintiff/Settlement Class members:<br><br><b>HAINES LAW GROUP, APC</b><br>Paul K. Haines<br>phaines@haineslawgroup.com<br>Sean M. Blakely<br>sblakely@haineslawgroup.com<br>Liam A. Hall<br>llhall@haineslawgroup.com<br>2155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>haineslawgroup.com | Attorneys for Defendant Labahn’s Landscaping:<br><br><b>LAGASSE BRANCH BELL + KINKEAD<br/>LLP</b><br>Heather N. Stone<br>hstone@lbbklaw.com<br>4365 Executive Drive, Suite 950<br>San Diego, CA 92121<br>Tel: (858) 345-5080<br>Fax: (858) 345-5025<br>lbbklaw.com |
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#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees of Labahn’s Landscaping in California who worked at any time between March 1, 2020 and May 31, 2024. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Labahn’s Landscaping as described below.

Labahn’s Landscaping has agreed to pay \$701,800.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, PAGA civil penalties, and the Class Representative’s Service Award.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$245,630.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$10,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$30,000.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”), representing 75% of the \$40,000.00 the Parties have agreed to allocate to the settlement of Plaintiff’s claim on behalf of the Settlement Class members under the PAGA. The remaining \$10,000.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$366,170.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member who was employed by Labahn’s Landscaping in California at any time from March 1, 2023 through May 31, 2024 (the “PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” based on the proportionate number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within

180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

**Allocation and Taxes.** For tax purposes, each Individual Settlement Award will be treated as follows: any payment from the Net Settlement Amount shall be allocated 80% as penalties and interest; and 20% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

**Release.** If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release and discharge Labahn’s Landscaping, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”) from all claims demands, rights, liabilities, and causes of action that were pled in the operative First Amended Class and Representative Action Complaint (“FAC”) that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods and pay premiums as required by law; (d) failure to authorize rest periods and pay premiums as required by law; (e) failure to reimburse all reasonable and necessary business expenditures; (f) failure to provide accurate, itemized wage statements and pay associated penalties; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Labahn’s Landscaping at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the LWDA dated March 1, 2024 (“the PAGA Released Claims”).

**Conditions of Settlement.** The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

**Do Nothing.** If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as stated in the accompanying Notice of Estimated Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

**Dispute Information in Notice of Estimated Individual Settlement Award.** Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Labahn’s Landscaping’s records regarding the number of workweeks you worked during the Class Period, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Awards will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Labahn's Landscaping during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department C-72 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Daniel Cruz v. Magnus Landscaping Corporation d.b.a. Labahn's Landscaping*, San Diego Superior Court Case No. 37-2024-00009720-CU-OE-CTL. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, Department C-72 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, LABAHN'S LANDSCAPING, OR ITS ATTORNEYS  
FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

# **EXHIBIT B**

## **NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT AWARD**

*Daniel Cruz v. Magnus Landscaping Corporation d.b.a. Labahn's Landscaping*  
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2024-00009720-CU-OE-CTL

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Individual Settlement Award:**

According to Magnus Landscaping Corporation d.b.a. Labahn's Landscaping's ("Labahn's Landscaping") records:

- (a) you were classified as a non-exempt employee and you worked \_\_\_\_ workweeks for Labahn's Landscaping in California from March 1, 2020 through May 31, 2024; and
- (b) you were classified as a non-exempt employee and you worked \_\_\_\_ pay periods for Labahn's Landscaping in California from March 1, 2023 through May 31, 2024.

Based on the above, your Individual Settlement Award from the Net Settlement Amount is estimated at \$ \_\_\_\_\_.  
Your share from the PAGA Amount is estimated to be \$ \_\_\_\_\_.

**(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Labahn's Landscaping's records, Labahn's Landscaping's records will control unless you are able to provide documentation that establishes otherwise, and that Labahn's Landscaping's records are mistaken. If there is a dispute about whether Labahn's Landscaping's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **EXHIBIT 2**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

March 1, 2024

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Daniel Cruz v. Magnus Landscaping Corporation*

To Whom It May Concern:

Please be advised that this law firm represents Daniel Cruz (“Mr. Cruz”) in claims arising from his employment with Magnus Landscaping Corporation d.b.a LaBahn’s Landscaping; and Does 1 through 100 (collectively “LaBahn’s Landscaping”). Mr. Cruz is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to LaBahn’s Landscaping’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of LaBahn’s Landscaping’s non-exempt employees who worked for LaBahn Landscaping in California during the one year immediately preceding the date of this letter through the present.

LaBahn’s Landscaping specializes in residential and commercial landscape maintenance and serves locations throughout Southern California. Mr. Cruz has been employed by LaBahn’s Landscaping at its Santee, California location as a non-exempt employee since approximately September 2023.

Throughout Mr. Cruz’s employment with LaBahn’s Landscaping, LaBahn’s Landscaping’s timekeeping policies and/or practices resulted in Mr. Cruz and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, LaBahn’s Landscaping required Mr. Cruz and other aggrieved employees to sign a sign-in sheet indicating that they were present for their scheduled workday; however, LaBahn’s Landscaping failed to record the actual start and end times of Mr. Cruz’s and other aggrieved employees’ work shifts. Upon information and belief, LaBahn’s Landscaping’s supervisors recorded the hours worked for Mr. Cruz and other aggrieved employees, but did not accurately record the hours worked, resulting in a failure to compensate for all hours actually worked. As a result, Mr. Cruz and other aggrieved employees were not compensated for all earned minimum and overtime wages.

LaBahn's Landscaping failed to provide Mr. Cruz and other aggrieved employees with all legally compliant meal periods due to LaBahn's Landscaping's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, Mr. Cruz's and other aggrieved employees' meal periods frequently commenced after the completion of five hours of work. Additionally, upon information and belief, LaBahn's Landscaping's meal period policies/practices do not provide for a second meal period for shifts in excess of 10.0 hours, nor were Mr. Cruz and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. Moreover, LaBahn's Landscaping does not keep accurate records of Mr. Cruz's and other aggrieved employees' hours worked, including time records showing when employees take their meal periods. LaBahn's Landscaping did not require Mr. Cruz and other aggrieved employees to record their meal periods. Instead, upon information and belief, LaBahn's Landscaping automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a timely, full 30-minute compliant meal period. On those occasions when Mr. Cruz and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, LaBahn's Landscaping failed to compensate Mr. Cruz and other aggrieved employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, LaBahn's Landscaping maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to its non-exempt employees.

Mr. Cruz and other aggrieved employees were not authorized and permitted to take all required rest periods due to LaBahn's Landscaping's unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Mr. Cruz and other aggrieved employees were not able to take their legally compliant rest breaks due to work demands imposed by LaBahn's Landscaping. On those occasions when Mr. Cruz and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which he was entitled, LaBahn's Landscaping failed to compensate Mr. Cruz and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, LaBahn's Landscaping maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to its non-exempt employees.

LaBahn's Landscaping also failed to reimburse Mr. Cruz and other aggrieved employees for use of their personal cellular phones for work activities. Upon information and belief, LaBahn's Landscaping required Mr. Cruz and other aggrieved employees to communicate with coworkers and their supervisors through their personal cellular phones; however, LaBahn's Landscaping failed to reimburse Mr. Cruz and other aggrieved employees for the use of their personal cellular phones for business purposes.

As a result of LaBahn's Landscaping's failure to pay all minimum and overtime

wages and failure to pay all meal and rest period premium wages, LaBahn's Landscaping maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Cruz and other aggrieved employees.

As described above, LaBahn's Landscaping committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

#### Minimum Wage Violations

LaBahn's Landscaping was required to pay Mr. Cruz and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, LaBahn's Landscaping failed to conform its pay practices to the requirements of the law by failing to pay Mr. Cruz and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of LaBahn's Landscaping and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Cruz and other aggrieved employees were deprived of all required minimum wages.

#### Overtime Wage Violations

LaBahn's Landscaping was required to pay Mr. Cruz and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, LaBahn's Landscaping caused Mr. Cruz and other aggrieved employees to work overtime hours but did not compensate Mr. Cruz and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Cruz and other aggrieved employees were not compensated for all overtime and double-time wages.

#### Meal Period Violations

As alleged above, LaBahn's Landscaping failed to provide Mr. Cruz and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Cruz and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each

workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

#### Rest Period Violations

As alleged above, LaBahn’s Landscaping also failed to authorize and permit Mr. Cruz and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Cruz and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

#### Failure to Reimburse All Necessary Business Expenditures

As alleged above, LaBahn’s Landscaping failed to reimburse Mr. Cruz and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. LaBahn’s Landscaping’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Cruz and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

#### Wage Statement Violations

LaBahn’s Landscaping was required to furnish Mr. Cruz and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of LaBahn’s Landscaping’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, LaBahn’s Landscaping maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Cruz and other aggrieved employees in violation of Labor Code § 226. LaBahn’s Landscaping’s failure to comply with its wage statement obligations was knowing and intentional, and Mr. Cruz and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. LaBahn's Landscaping failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, LaBahn's Landscaping's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day LaBahn's Landscaping failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Cruz will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Cruz's own investigation, and on information and belief, LaBahn's Landscaping committed and continues to commit the following Labor Code violations:

- a. LaBahn's Landscaping violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Cruz and other aggrieved employees the statutory minimum wage for all hours worked;
- b. LaBahn's Landscaping violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Cruz and other aggrieved employees all overtime compensation earned;
- c. LaBahn's Landscaping violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Cruz and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. LaBahn's Landscaping violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Cruz and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Cruz and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. LaBahn's Landscaping violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Cruz and other aggrieved employees for all necessary business expenditures incurred;
- f. LaBahn's Landscaping violated Labor Code § 226 by failing to furnish Mr. Cruz and other aggrieved employees with accurate and compliant itemized wage statements;

- g. LaBahn's Landscaping violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;
- h. LaBahn's Landscaping violated Labor Code § 204 by failing to pay Mr. Cruz and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. LaBahn's Landscaping violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Cruz and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and LaBahn's Landscaping if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC



Paul K. Haines

cc: Magnus Landscaping Corporation d.b.a. LaBahn's Landscaping (via certified mail)

## PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/02/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8351 1450 94

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 03/01/2024 16:53

ORIGINAL INTENDED RECIPIENT:

MAGNUS LANDSCAPING CORPORATION

C/O: MICHAEL T LABAHN

10540 KENNEY ST

SANTEE CA 92071-4507



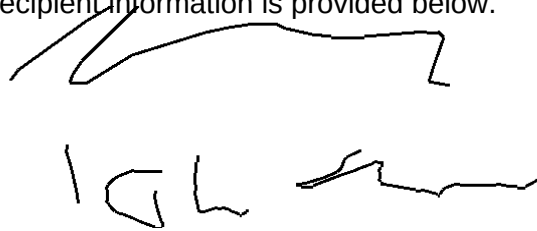
Mailer: Haines Law Group

Date Produced: 03/05/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8351 1450 94. Our records indicate that this item was delivered on 03/04/2024 at 02:24 p.m. in SANTEE, CA 92071. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to be "IGL" followed by a stylized flourish.

Address of Recipient :

A handwritten address in black ink, appearing to be "10540 Kenney St" followed by a stylized flourish.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

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MAGNUS LANDSCAPING CORPORATION  
C/O: MICHAEL T LABAHN  
10540 KENNEY ST  
SANTEE CA 92071-4507

Customer Reference Number: C4842846.29082895