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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DREW OLDFIELD, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. ADAME LANDSCAPE, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2402740 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Complaint filed: 5/15/2024

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion to Approve the PAGA Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $250 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, Los Angeles Superior Court).

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that

only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT AND KEY TERMS

7. Following mediation, Plaintiff and Defendant (the "Parties") finalized and executed the "PAGA Representative Action Settlement Agreement and Release of PAGA Claims" (the "Settlement Agreement" or "S.A."). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

8. Under the terms of the Settlement Agreement, Defendant agrees to pay a non-reversionary settlement amount of $235,000 (the "Settlement Amount"), subject to increase if the "Escalator Clause" is triggered (*see* S.A. ¶¶ 12, 43), and this amount is inclusive of payments for attorneys' fees (one-third of the Settlement Amount), actual attorneys' costs of $16,186.71, Settlement Administrator costs ($3,500), and payments to the LWDA and Aggrieved Employees. The following chart reflects the estimated payments pursuant to the Settlement Agreement:

Settlement Amount	**$ 235,000.00**
Attorneys' Fees (1/3)	$ 78,333.33
Attorney Litigation Costs	$ 16,186.71
Administrator Costs	$ 3,500.00
Net Settlement Amount ("NSA")	**$ 136,979.96**
75% of NSA Payable to LWDA	$ 102,734.97
25% of NSA Payable to Aggrieved Employees	$ 34,244.99

9. As such, the LWDA will receive approximately $102,734.97 (75% of the Net Settlement Amount) and approximately 450 Aggrieved Employees (defined at S.A. ¶ 3 as "all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the PAGA Period (May 15, 2023, through May 11, 2025)") will collectively share in $34,244.99 (the remaining 25% of the Net Settlement Amount), which will be paid on a pro-rata basis based on the number of pay periods worked during the PAGA Period. Each Aggrieved Employee will receive approximately $76.10 on average, although the actual amount will be based on the number of Eligible Pay Periods each person worked

10. In exchange for these payments, the Settlement Agreement grants Defendant a release that is narrowly tailored to release the PAGA claims against Defendant. Moreover, the

release strictly complies with the Court's "PAGA Case Management Order #1" (the "CMO")[1] ¶ D(7) since it: (a) "bind[s] only the named plaintiff and the State of California", (b) only releases "the defendant named in the complaint, together with its officers, directors, employees and agents", and (c) "release[s] only those claims described in the notice sent by the plaintiff to the LWDA, and only to the extent that they are alleged in the complaint." *See* S.A. ¶ 22 ("Released PAGA Claims"), ¶ 23 ("Released Parties"), and ¶ 49 (release only binds "Plaintiff – in his individual capacity and on behalf of the State of California and the LWDA").

PROCEDURAL BACKGROUND

11. After being retained by Plaintiff, my office submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and to Defendant regarding the alleged violations, a true and correct copy of which is attached hereto as **Exhibit B**. At the same time, we sent a letter to Defendant requesting the production of Plaintiff's personnel and timekeeping records in order to further evaluate his wage and hour claims while also serving a litigation hold on Defendant to preserve potentially relevant electronically stored information.

12. Then, on May 15, 2025, we filed (on Plaintiff's behalf) the initial putative class action complaint, which was then followed by the filing on July 22, 2024, of the First Amended Complaint to add PAGA claims after the 65-day PAGA exhaustion period elapsed without the LWDA asserting jurisdiction.

13. Defendant retained counsel and vowed to vehemently oppose the claims. However, after early discussions among counsel, the Parties agreed to attend mediation. But the agreement to mediate was limited in scope because, during early litigation, Defendant provided Plaintiff with an arbitration agreement which it contended was signed by Plaintiff and which Defendant also contended was valid, enforceable, and contains a class action waiver. Thus, the Parties ultimately agreed to attend mediation on a PAGA-only basis.

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[1] Plaintiff notes that the operative CMO in this matter is still the "Class Action Case Management Order #1" issued on May 23, 2024. However, due to the transition to a PAGA-only case, Plaintiff and his counsel are submitting this Motion in compliance with the Court's CMO issued in other recent PAGA-only cases.

14. In preparation for the mediation, the Parties exchanged documents and information that allowed both sides to calculate the potential PAGA penalties and evaluate potential risk. During this process, Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of total penalties, trial, and appellate issues and risks. During this exchange of information, pursuant to Plaintiff counsel's informal requests, Defendant produced documents and pay records that enabled Plaintiff to conduct a thorough analysis of claims for unpaid wages, meal/rest break violations and others.

15. On March 12, 2025, the Parties mediated with Steve Serratore, Esq. At the conclusion of mediation and extensive arms-length negotiations, the Parties reached settlement and entered into this Settlement. Thereafter, the Parties filed a stipulation to convert this action to a PAGA-only case, and Plaintiff filed the operative Second Amended Complaint on May 22, 2025, which alleges only PAGA claims.

ANALYSIS OF CLAIMS AND VALUATION

16. Plaintiff alleged numerous wage and hour violations on behalf of the Aggrieved Employees. However, Defendant vigorously contested and denied each of Plaintiff's material allegations on the merits and as to the PAGA representative action. Still, Plaintiff believed there were several strong claims. This section includes an analysis of the items required by CMO ¶ D(2). This information was compiled with the assistance of Peter Carlson, who was responsible for preparing the pre-mediation data and calculations, and primarily assisted in the preparation of this analysis. As such, the following is based largely on information and belief, as it was largely prepared with Mr. Carlson's assistance (but I reviewed all of the information).

CMO ¶ D(2)(a): "Nature of the Alleged Violations"

17. Plaintiff alleged eight claims on behalf of the Aggrieved Employees, as the operative Second Amended Complaint included causes of action for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay final wages, and (8) failure to provide accurate itemized

wage statements. However, as discussed herein, some of the claims are overlapping due to the nature of the violation (so, in essence, there are not 8 distinct penalties recoverable).

18. Plaintiff alleged unpaid wage claims under two distinct theories of liability. *First*, Plaintiff argued that the Aggrieved Employees were not paid all required minimum and overtime wages due to the failure to accurately record and compensate for all hours worked (due to, for instance, the job foreman failing to account for all time on the job). But Defendant vehemently opposed this claim on the merits and produced documents showing that – for each day worked – the Aggrieved Employees signed a timesheet verifying the recorded time as accurate. *Second*, Plaintiff also argued that he and the Aggrieved Employees often earned two or more rates of pay in the same week yet, when calculating overtime, Defendant failed to pay at the proper "weighted average." Again, Defendant opposed this claim on the merits, arguing that case law permits the use of the "rate-in-effect" method.

19. Plaintiff also alleged that Defendant failed to provide compliant meal periods and rest breaks to the Aggrieved Employees due to the hectic workload. But Defendant vehemently opposed this claim based on the argument that Defendant had compliant written policies. Additionally, Defendant argued it provided and made available meal and rest breaks to all employees, and any employee who did not take a meal or rest break did so entirely of his o own volition. As such, Defendant argued these claims were without merit because, for each violation, a fact-finder would have to determine why a break was noncompliant/nonexistent, because if it was by the employee's choice, no liability attaches to Defendant.

20. Moreover, Plaintiff alleged that Defendant required the Employees to purchase, provide, and maintain their own tools and other safety equipment (such as gloves and other items) to perform tasks for Defendant without reimbursement, in violation of Labor Code § 2802. However, Defendant argued against these claims, alleging that the Aggrieved Employees were provided (at the company's expense) all tools and equipment needed for their jobs, so there were no expenses incurred.

21. Plaintiff then argued that, because of the unpaid wage claims and failure to pay premiums for missed meal/rest breaks, Defendant: (1) failed to pay all wages due and owing

each period, (2) failed to pay all wages owed upon termination of employment, and (3) failed to provide accurate itemized wage statements (since the wage statements provided for items such as net wages, gross wages, and so on). But Defendant argued these "derivative" claims were without merit and could not create standalone liability (and also that it was improper to "stack" a derivative penalty on top of a penalty for the actual violation itself).

CMO ¶ D(2)(b): "Number of Alleged Individual Violations"

22. Plaintiff's claims had a statutory period (the "PAGA Period") beginning on May 15, 2023, and at the time of mediation, there were a total possible 8,686 violative PAGA pay periods. Thus, if Defendant's argument that Plaintiff cannot "stack" violations held true, then the total number of alleged individual violations was capped at 8,686. However, because we argued that "stacking" is not a valid defense, and that PAGA civil penalties were available for each unique Labor Code violation, we calculated there were a potential total of 23,258 separate Labor Code violations, broken down as follows: minimum wage violations (25% violation rate = 2,172 violations), overtime violation (20% violation rate = 1,732 violations), meal period violations (50% violation rate = 4,343 violations), rest break violations (50% violation rate = 4,343 violations), expense reimbursement violations (20% violation rate = 1,732 violations), derivative § 204 violations (50% violation rate = 4,343 violations), derivative § 203 violations (250 separated employees = 250 violations), and derivative § 226 violations (50% violation rate = 4,343 violations).

CMO ¶ D(2)(c): "Total Amount of Penalties [...] If All Allegations are Proven"

23. Assuming no risk, and assuming that Plaintiff was allowed to "stack" multiple penalties in the same pay period, even for "derivative" claims, then we calculated the maximum possible PAGA penalties if all allegations are proven as $2,325,800 (23,258 separate individual violations x $100).

CMO ¶ D(2)(d): "Total Amount of Penalties Defendant is Likely to Be Found Liable at Trial"

24. Based on a detailed analysis of each claim, including the weight of the evidence, clarity of applicable law, and strength of the factual and legal defenses asserted by Defendant, Mr. Carlson and I calculated that the total amount of penalties for which Defendant would likely

be found liable at trial is $465,160. This applied relative chances of success (and the corresponding risks) for each claim, along with the likelihood that the Court would apply a modest "discretionary reduction" due to Defendant's compliant written policies and attempts to comply with California law.

CMO ¶ D(2)(e): "Likelihood [...] Violations Would be Proven [as] Knowing and Intentional"

25. Due to the disputed facts, the uncertainty regarding applicable law as to certain claims, and the fact that Defendant had compliant written policies, we did not believe there was a high likelihood that most of the violations would be deemed knowing and intentional. However, we did believe that the overtime miscalculations, if proven, would be found knowing and intentional since these practices run afoul of decades of state and federal authority regarding the regular rate of pay.

CMO ¶ D(2)(f): Facts re: Penalties "Unjust, Arbitrary and Oppressive, or Confiscatory"

26. The PAGA gives the court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(h). Some factors courts have considered in reducing the amount of civil penalties include whether (1) the violation arises from an unsettled legal obligation (*Cotter v. Lyft, Inc.,* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037); and (2) the employer's willingness to fix the violation. (*Fleming v. Covidien, (C.D. Cal. 20ll) 20ll U.S. Dist. LEXIS 154590, *8-9*). For instance, in the *Lyft* case, the Court found that a $1M PAGA settlement was fair and reasonable in light of the unsettled nature of the law, which awarded $2.52 per pay period (397,110 pay periods / $1M PAGA settlement), which was a 97.5% reduction from the maximum penalty. In *Fleming v. Covidien*, the Court reduced the potential penalties by over 82 percent, awarding $500,000 for 28,742 pay periods at issue. Similarly, in *Sanchez v. McDonald's Restaurants of California*, BC499888, Los Angeles Superior Court entered summary adjudication against McDonald's for violating the overtime laws, but the Court's tentative ruling at trial was to award only $750,000 in PAGA penalties against McDonald's, despite a substantial number of violations at 119 stores at issue.

27. Additionally, Plaintiff believes that the amount obtained in settlement, and the reasonable estimates provided above, are justified given that Defendant vehemently argued against any contention that its violations were "knowing and intentional" since it had compliant policies and practices in place at all times.

28. Finally, the parties only reached settlement and the agreed-upon PAGA penalties after mediation with an extensive exchange of information and arms-length negotiation between the Parties.

CMO ¶ D(2)(g): How the PAGA "Penalties [were] Calculated or Otherwise Arrived At"

29. The total amount of PAGA penalties was not "calculated or otherwise arrived at." Instead, the PAGA penalties make up the entire settlement amount, and the settlement only occurred after arms-length negotiations and detailed factual and data analysis.

CMO ¶ D(2)(h): Other Factors Showing PAGA Penalties are Fair

30. I believe that this declaration, and the sections above, covers all factors material to a determination that the penalties are fair.

REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

31. Pursuant to CMO ¶ D(3), this section sets forth facts and evidence justifying the attorneys' fees and costs requested by my firm.

32. In accordance with the Settlement, the Parties agreed that my office would receive one-third of the settlement amount as attorney's fees. While this is substantially less than our lodestar, it has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund in most situations. Here, pursuant to the Settlement Agreement, and in recognition of the work performed by Plaintiff's Counsel, and the results we achieved for the State and Aggrieved Employees, my firm is seeking a one-third fee, which is far less than my firm's lodestar through the conclusion of the matter resulting in a negative multiplier.

33. In my experience, Court's award attorney's fees in the amount of one-third of the common fund settlement amount in a PAGA only case.

34. At my office, this case was handled by Peter Carlson while I performed the role of the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum, he works exclusively with me on employment law matters and has been in practice for 11 years. Peter bills at the hourly rate of $750/hour. I have been in practice for over 23 years, with most of those years handling complex litigation and for over the last 18 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

35. I have reviewed the work performed on the case by Mr. Carlson, who has billed a total of 104.7 hours to date for a lodestar of $78,525, as set forth in his declaration. I have also spent 15.5 hours to date, plus I anticipate an additional 5 hours on this case through completion for a lodestar of $19,475 – leading to a total lodestar for my firm of $98,000, which results in a *negative* multiplier.

36. The hours incurred by my firm are reasonable, as are the rates utilized to arrive at the lodestar figure. In fact, the rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $878/hour for a 11–19-year attorney and $1,057/hour for a 20+ year attorney).

37. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

38. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries

from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

39. In the course of prosecuting this action, my firm has incurred expenses that were incidental and necessary to the effective representation of the Aggrieved Employees. These costs include mediation fees, filing fees, and other costs that include Attorney Service charges, CourtCall charges, and process service fees. My firm's expenses total $16,186.71 through the conclusion of this matter, which includes costs of filing, serving and attend the approval hearing (see **Exhibit C** attached hereto). This is less than the $25,000 maximum allowed under the Settlement Agreement, so the savings will be placed in the PAGA Award and paid to the LWDA and Aggrieved Employees.

PLAINTIFF'S SEPARATE INDIVIDUAL SETTLEMENT

40. Plaintiff is not seeking a service award as part of the PAGA Settlement. Instead, after settling the PAGA claims, Plaintiff also separately resolved his individual, non-PAGA claims against Defendant. This is explicitly permitted by California law and this section offers supporting case law and, further, provides the information required by CMO ¶ D(4) for separate individual settlements.

41. At the outset, it should be noted that that the California Labor Code specifically permits Plaintiff to resolve claims for individual damages, separate and distinct from a settlement of PAGA claims. *See* Labor Code § 2699(g)(1) ("[n]othing in this part shall operate to limit an

employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part"). The rule permitting employees to pursue separate individual claims while maintaining a PAGA claim aligns perfectly with the general understanding that PAGA claims (which seek civil penalties on behalf of Aggrieved Employees) are separate and distinct from individual claims for unpaid wages, statutory penalties, and other individual claims. This principle was affirmed by the California Supreme Court in *Iskanian*, where the Court held that "[t]he civil penalties recovered on behalf of the state under the PAGA ***are distinct*** from the statutory damages to which employee may be entitled in their individual capacities." *Iskanian,* 59 Cal.4th at 381. And the California Supreme Court recently expounded upon this position in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 187 (when discussing the difference between statutory damages/penalties (for an individual) versus civil penalties (under PAGA), the court clearly held that "[p]ursuing civil penalties does not prevent an employee from separately or concurrently pursuing unpaid wages and other remedies already available to her").

42. *CMO ¶ D(4)(a)*: Plaintiff alleged individual claims for the same underlying facts and violations as raised in the PAGA case, in addition to alleged wrongful termination claims. Thus, Plaintiff alleges that he was subjected to the same unpaid wage claims, same meal/rest break issues, and the same wage statement violations, along with the other claims detailed above.

43. *CMO ¶ D(4)(b)*: Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, and other relief that he would be awarded if successful on all his individual claims is over $100,000. Then, after considering risks, defenses, and the likelihood of prevailing, Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, or other relief that he could be reasonably expected to be awarded at trial is approximately $70,000.

44. *CMO ¶ D(4)(c) and (d)*: Pursuant to the terms of the separate individual settlement agreement, Plaintiff will receive $35,000 in exchange for a release of all claims against Defendant, which includes a general release and Civil Code § 1542 waiver. Importantly, Plaintiff is not receiving a separate service award from the PAGA case, so this is the only sum he will receive apart from his individual share of the PAGA amount.

APPOINTMENT OF XPAND LEGAL AS SETTLEMENT ADMINISTRATOR

45. After obtaining bids from multiple settlement administrators, the Parties selected Xpand Legal as the Settlement Administrator to perform all duties relating to the issuance of checks, mailing the notices, locating employees, and preparation and submission of tax forms for a fee of $3,500, which is a capped amount based on hourly rates, anticipated time spent on each task, and per-unit costs for postage and other expenses. Xpand Legal's proposal is attached as **Exhibit A** to the Declaration of Jonahan Paul from Xpand explaining their fee and experience.

SUBMISSION TO THE LWDA

46. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA through its online portal.

EXHIBITS AND CONCLUSION

47. A true and correct copy of the "PAGA Representative Action Settlement Agreement and Release of PAGA Claims" (the "Settlement Agreement") is attached hereto as **Exhibit A**.

48. A true and correct copy of the LWDA letter is attached hereto as **Exhibit B**.

49. An itemized statement of my firm's costs is attached hereto as **Exhibit C**.

50. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit D.**

51. The Proposed Letter to the Aggrieved Employees is attached here as **Exhibit E**.

52. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 5, 2025, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DREW OLDFIELD, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. ADAME LANDSCAPE, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2402740 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

This Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement Agreement and Release of PAGA Claims is entered into by and between Plaintiff Drew Oldfield, on behalf of himself, the State of California, and the Aggrieved Employees, and Defendant Adame Landscape, Inc., subject to the terms and conditions herein and the Court's approval.

A. <u>Definitions</u>

1. **"Action"** means the case entitled *Oldfield v. Adame Landscape, Inc.*, Riverside Superior Court, Case No. CVRI2402740.

2. **"Agreement"** shall mean this PAGA Representative Action Settlement Agreement and Release of PAGA Claims.

3. **"Aggrieved Employees"** means all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the PAGA Period.

4. **"Aggrieved Employee List"** shall be on one spreadsheet and shall include, for each Aggrieved Employee: full name; most recent mailing address on file with Defendant; phone number; Social Security Number; and number of Eligible Pay Periods during the PAGA Period.

5. **"Attorneys' Costs"** means an award of costs to be paid to Plaintiff's Counsel for the costs they have incurred in prosecuting the Action, subject to Court approval.

6. **"Attorneys' Fees"** means an award of attorneys' fees to be paid to Plaintiff's Counsel for the services they have rendered and will render to the Aggrieved Employees in the Action, subject to Court approval.

7. **"Complaint"** means the operative Second Amended Complaint filed in the Action seeking an assessment of PAGA penalties for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Timely Pay Wages; (7) Failure to Timely Pay Final Wages; and (8) Failure to Provide Accurate Itemized Wage Statements.

8. **"Defendant"** means Adame Landscape, Inc.

9. **"Defense Counsel"** means Davis & Wojcik, APLC.

10. **"Effective Date"** means the date the Court enters the Final Order.

11. **"Eligible Pay Period"** means any pay period in which an Aggrieved Employee had hours worked for Defendant in California during the PAGA Period.

12. **"Escalator Clause"**: It is estimated that there are 450 Aggrieved Employees who worked approximately 9,000 Eligible Pay Periods during the PAGA Period. As such, the Parties agree that, should the total number of Eligible Pay Periods exceed 9,900 (which is 10% more than Defendant's representation), then Defendant can, at its option, choose to: (1) set the end date for the PAGA Period as the date on which the number of total Eligible Pay Periods does not exceed 9,900, or (2) increase the Gross Settlement Amount by $26.11 (GSA divided by 9,000) for each additional Pay Period above 9,900. However, in no circumstance shall the PAGA Period end prior to March 12, 2025 (the date of mediation).

13. **"Final Order"** means the order that will be entered by the Court to approve the Settlement.

14. **"Individual PAGA Payment"** means the portion of the PAGA Award allocated to each Aggrieved Employee.

15. **"LWDA"** means the California Labor Workforce Development Agency.

16. **"LWDA Settlement Proceeds"** means the seventy-five percent (75%) of the PAGA Award which is payable to the LWDA.

17. **"Notice"** means the form of notice that will be sent to each Aggrieved Employee accompanying their Individual PAGA Payments.

18. **"PAGA Award"** means the Settlement Amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Settlement Amount: (a) Attorneys' Fees, (b) Attorneys' Costs, and (c) Settlement Administration Costs.

19. **"PAGA Period"** means the time period of May 15, 2023, through May 11, 2025.

20. **"Parties"** means Plaintiff, the Aggrieved Employees, and Defendant, collectively.

21. **"Plaintiff's Counsel"** means Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP.

22. **“Released PAGA Claims”** means the PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims release Defendant for penalties that could have been sought by the Labor Commissioner for violations identified in the LWDA letter dated May 15, 2024, and operative Complaint but do not release any Aggrieved Employees’ claims for wages or damages.

23. **“Released Parties”** means Defendant, together with its officers, directors, employees, and agents.

24. **“Settlement”** means the terms and conditions set forth in this Agreement.

25. **“Settlement Administration Costs”** means the amount from the Settlement Amount, which shall be allocated to the Settlement Administrator for services rendered in administering the Settlement, not to exceed $3,500, subject to Court approval.

26. **“Settlement Administrator”** means Xpand Legal, the third-party entity selected by the Parties who will administrator the settlement, subject to approval by the Court, in accordance with this Agreement.

27. **“Settlement Amount”** means $235,000.00, subject to the Escalator Clause, and which is the total amount that Defendant will be required to pay upon the Court approving this Settlement and the Effective Date occurring.

B. <u>General Terms</u>

28. On May 15, 2024, Plaintiff gave written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of alleged violation of claims under PAGA.

The LWDA did not assert jurisdiction over the claims. Plaintiff filed his initial complaint on May 15, 2024, followed by a First Amended Complaint to add PAGA claims on July 22, 2024, and then the operative Second Amended Complaint on May 22, 2025.

29. The Parties mediated the Action on March 12, 2025, with Steve Serratore, Esq. At the conclusion of mediation and extensive arms-length negotiations, the Parties entered into this Settlement.

30. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

31. Defendant denies all of the allegations in the Action, including all PAGA claims, and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind and further deny that this Action is appropriate for PAGA representative treatment for any purpose other than settling this Action. Defendant has denied and continues to deny each and every material factual allegation and alleged claims asserted against it in the Action.

32. The Parties have conducted a thorough investigation into the facts of the PAGA Action. This included conducting extensive informal discovery and exchanging information and documents relating to the Released PAGA Claims. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defense Counsel also agree that the settlement is fair and in the best interest of the LWDA and Aggrieved Employees. The Parties desire to completely dispose of the Action by this Agreement and the separate Individual Settlement Agreement (as defined below). The Parties further acknowledge that they are each represented by competent counsel

and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

33. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699 *et seq.*) Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id*. "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

34. California Labor Code § 2699(l)(2) provides that "The superior court shall review and approve any settlement of any civil action filed pursuant to this part."

35. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows.

C. Terms of Settlement

36. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(l)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement and disposal of the entire Action in exchange for Defendant's agreement to pay the Settlement Amount.

37. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the total amount that will be paid by Defendant (subject to the Escalator Clause) and includes the Court-awarded Attorneys' Fees, Attorneys' Costs, and Settlement Administrator Cost, with the remainder forming the PAGA Award.

(b) Attorneys' Fees and Attorneys' Costs: The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid Attorneys' Fees of one-third of the Settlement Amount ($78,333.33), plus actual Attorney's Costs not to exceed $25,000 from the Settlement Amount. Any portion of the Attorneys' Fees or Attorneys' Costs not awarded to Plaintiff's Counsel will be reallocated to the PAGA Award. Defendant agrees not to oppose any request by Plaintiff's counsel for attorneys' fees under the common fund doctrine and/or lodestar multiplier method. The Settlement Administrator will report these payments on an IRS Form 1099 issued to Plaintiff's Counsel.

(c) Settlement Administration Costs: The costs associated with settlement administration (e.g. NCOA searches, preparing and mailing payments/notices to LWDA and Aggrieved Employees, tax documentation, etc.) shall be paid from the Settlement Amount and shall not exceed $3,500. Any Settlement Administration Costs not awarded by the Court will be reallocated to the PAGA Award.

(d) PAGA Award: After deducting the amounts specified in items (b)-(c) from the Settlement Amount, the balance remaining will form the PAGA Award that will be paid to the Aggrieved Employees and the LWDA in full satisfaction of all Released PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Award will be paid to the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees on a pro-rata basis according to the following formula:

i. The Settlement Administrator will divide the amount payable to all Aggrieved Employees (*i.e.*, 25% of the PAGA Award) by the total number of Eligible Pay Periods worked by all Aggrieved Employees during the PAGA Period, as calculated from the Aggrieved Employee List, to determine the "Eligible Pay Period Value."

ii. Each Aggrieved Employee's Individual PAGA Payment will then be determined by multiplying the Eligible Pay Periods by the Eligible Pay Period Value.

(e) Taxes and Reporting: Each Aggrieved Employee's Individual PAGA Payment shall be treated as penalties (*i.e.*, non-wage income) for all purposes and reported by the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental authorities. No portion of the Individual PAGA Payments shall be construed as wages. Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations or legal requirements for attribution of settlement proceeds. The Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant, Defense Counsel, Plaintiff, and Plaintiff's Counsel are not responsible for any employee tax obligations arising out of the Aggrieved Employees' Individual PAGA Payments.

(f) The Parties agree that the settlement is fair and reasonable and will so represent to the Court. The Parties agree that should the Court deny approval of the settlement based on the allocation of the Settlement Amount or the PAGA Award, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the settlement.

D. <u>Settlement Approval and Implemental Procedures</u>

38. Plaintiff's Counsel shall also prepare a motion for approval of the settlement pursuant to California Labor Code § 2699(l)(2), advocating that the Settlement is fair, adequate, and reasonable, and Plaintiff's Counsel shall send a draft of the motion and all supporting papers to Defense Counsel for review and comment. Plaintiff will then move the Court for approval of the Settlement and this Agreement, including the allocation of the PAGA Award, Plaintiff's Counsel's Attorneys' Fees and Costs, and Settlement Administration Costs, which Defendant will not oppose. Plaintiff's Counsel will serve the Motion on Defense Counsel via email and submit it to the LWDA though the online filing system. Pursuant to California Labor Code

section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

39. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, resolving any disputes regarding the calculation or application of the formula for determining the Individual PAGA Payments, drafting and mailing the settlement checks to Aggrieved Employees, issuing 1099 forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. Any disputes relating to administration of the settlement by the Settlement Administrator shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Aggrieved Employees, and Plaintiff's Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payments to the appropriate government authorities.

40. Upon the Court's entry of the Final Order, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all Aggrieved Employees to update the addresses of the Aggrieved Employees, (ii) issuing the Notice and payments to Plaintiff and the Aggrieved Employees, (iii) issuing any required IRS forms, (iv) issuing payment to the LWDA and Plaintiff's Counsel, and (v) handling uncashed checks and preparing declaration(s) for the Court regarding the disbursements.

41. Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Defense Counsel electronic wiring instructions to fund the Settlement Amount.

42. Aggrieved Employee List and Data: By no later than October 1, 2025, Defendant shall send to the Settlement Administrator the Aggrieved Employees List. This information shall be treated as and remain confidential and shall be used solely by the Settlement Administrator to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

43. Calculations for Escalator Clause: Within 5 days of receiving the Aggrieved Employee List, the Settlement Administrator shall advise Plaintiff's Counsel and Defense Counsel whether the total Eligible Pay Periods exceed 9,900. In the event that the total Eligible Pay Periods exceed 9,900, Defendant shall have ten (10) calendar days to make its election to either increase the Settlement Amount or change the end date for the PAGA Period to a date through which there are no more than 9,900 Eligible Pay Periods. If Defendant fails to make an election within the required ten-day period, it shall be treated as a waiver of the right to shorten the PAGA Period, and the Settlement Amount shall be increased in accordance with the Escalator Clause. In either event, the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if applicable), and related increased payments from the Settlement Amount (if applicable), including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval.

44. Funding of the Settlement Amount: Defendant shall fund the Settlement Amount by no later than sixty (60) calendar days after the Effective Date.

45. Disbursement of the Settlement Amount: No later than ten (10) calendar days after receipt of the Settlement Amount by Defendant, the Settlement Administrator shall mail or wire the Court-approved amounts to the Aggrieved Employees, LWDA, Plaintiff, Plaintiff's Counsel, and will pay itself for the Settlement Administration Costs.

46. Aggrieved Employee Check Cashing Deadline: Aggrieved Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Aggrieved Employee's check is not cashed within that period, the check will be voided, and a stop-payment will be issued. The release nevertheless will be binding regardless of whether an Aggrieved Employee

cashes his or her check within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Plaintiff's Counsel of the results. If a new address is located by these means, the Settlement Administrator will have ten (10) business days to issue the check. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the California State Controller's Office in the name of the Aggrieved Employee. Neither Defendant, Defense Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

47. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement and the Court's Final Order, within ten (10) business days of distributing all payments under the Settlement. Plaintiff's Counsel will file the declaration with the Court and any required papers (*i.e.*, amended Final Order and/or Judgment) or as otherwise ordered by the Court.

48. This Agreement is expressly conditioned upon the Court entering the Final Order, thereby disposing of the Action in its entirety. The Final Order and entry of judgment of dismissal will not release or bar any claims other than the Released PAGA Claims as to Plaintiff, Aggrieved Employees, and State of California.

E. <u>PAGA Release by Plaintiff, the State of California, and Aggrieved Employees</u>

49. Upon the Effective Date occurring and Defendant fully funding the Settlement Amount, Plaintiff – in his individual capacity and on behalf of the State of California and the LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims.

50. Neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

51. It is the intent of the Parties that the Final Order entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect to the fullest extent permitted by law. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Thus, in accordance with *Arias*, the Final Order shall be binding on the Aggrieved Employees as to the Released PAGA Claims, including the PAGA Claims.

F. <u>Separate Individual Settlement by Plaintiff</u>

52. In addition to this Agreement, Plaintiff has entered into a separate Individual Settlement Agreement and General Release of Claims (the "Individual Settlement Agreement") with Defendant for all their separate individual (non-PAGA) claims arising out of employment with Defendant, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and Released PAGA Claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this Settlement. The Parties further agree that if for any reason the Effective Date does not occur with regard to this Agreement and/or the Final Order is not entered, then the Individual Settlement Agreement shall be null and void.

53. The Individual Settlement Agreement will not be filed with the Court. However, if necessary, the Parties agree to submit the monetary terms of this individual settlement to the Court in conjunction with the motion for approval of this Settlement, along with the fact that Plaintiff has agreed to a general release of all claims, including a Section 1542 waiver.

G. <u>Additional Settlement Terms and Conditions</u>

54. <u>Acknowledgement that the Settlement is Fair and Reasonable</u>. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after extensive trial preparation and arm's-length negotiations by experienced counsel.

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

56. No Credit Toward Benefit Plans. Payments to Aggrieved Employees will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

57. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

58. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein or as may be amended by the Parties by mutual agreement, in the event that the Court does not approve it; or (ii) the Settlement does not become

final for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

59. Judgment/Dismissal and Continued Jurisdiction. After entry of the Final Order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

60. Entire Agreement. This Agreement constitutes the entirety of the Parties' settlement terms of the claims released herein. All prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party of such Party's legal counsel, including the Memorandum of Understanding between the Parties, are merged herein.

61. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

62. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

64. California Law Governs. All terms of this Agreement will be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

65. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. Electronic signatures shall have the same force and effect as an original.

66. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable, and consistent with the intent of this Agreement based on the language and terms used herein.

67. Captions. The captions and section and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

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

70. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

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

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

Dated: Jul 1, 2025

PLAINTIFF DREW OLDFIELD:

Drew A Oldfield
Drew A Oldfield (Jul 1, 2025 17:58 PDT)
____
Drew Oldfield

Dated: ______________

DEFENDANT ADAME LANDSCAPE, INC.

____

By: ______________________ (name)

______________________ (title)

APPROVED AS TO FORM:

Dated: July 2, 2025

PLAINTIFF'S COUNSEL
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin
Attorneys for Plaintiff

Dated: ______________

DEFENSE COUNSEL
DAVIS & WOJCIK, APLC

____
Rebecca O'Kray-Murphy, Esq.
Attorneys for Defendant

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

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

Dated: ________________

PLAINTIFF DREW OLDFIELD:

____

Drew Oldfield

Dated: 7/3/2025

DEFENDANT ADAME LANDSCAPE, INC.

Carlos Adame
ID cYqUAtMB76NAC7TjXgaCHzmS

By: Carlos Adame (name)

Vice President (title)

APPROVED AS TO FORM:

Dated: ________________

PLAINTIFF'S COUNSEL
LAUBY, MANKIN & LAUBY LLP

____

Brian J. Mankin
Attorneys for Plaintiff

Dated: 7/3/2025

DEFENSE COUNSEL
DAVIS & WOJCIK, APLC

Rebecca O'Kray-Murphy
ID yPGKzDon8vV81yBCemQsYzcE

Rebecca O'Kray-Murphy, Esq.
Attorneys for Defendant

EXHIBIT “B”

May 15, 2024

Submitted Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Please See Attached Service List

Re: PAGA Civil Penalty Claim
Drew Oldfield v. Adame Landscape, Inc., et al.

To the Labor and Workforce Development Agency, Adame Landscape, Inc., Rodolfo Adame, Gloria Adame, and Rodolfo Adame III:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Drew Oldfield ("Claimant"), on behalf of the State of California and all Aggrieved Employees, against his former employers, Adame Landscape, Inc., and any affiliated entities, as well as the companies' respective owners/officers, including Rodolfo Adame, Gloria Adame, and Rodolfo Adame III (the "Owners") (collectively, the "Company") for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from 2022 through May 2024 and alleges that he and all other nonexempt employees employed by the Company in California (the "Aggrieved Employees") were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum, regular, and overtime wages due to the Company's failure to accurately record and compensate for all hours worked at the proper rate of pay, which, led to frequent and reoccurring unpaid compensable time. See *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law "do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation"); See also *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company's control and where the tasks served the employer's interests).

Additionally, Claimant and the Aggrieved Employees often worked more than 8 hours per day and/or 40 hours per week yet did not receive all required overtime compensation on such occasions. Also, at all relevant times, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation (including bonuses). However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for the regular rate of pay – in violation of California law and which led to the failure to pay proper overtime. Further, Claimant and the Aggrieved Employees would often work at two or more base rates of pay in the same workweek. Yet, when the Aggrieved Employees worked overtime and worked at two or more base rates of pay in the same workweek, the Company illegally paid overtime at the "rate-in-effect" method rather than using the correct "weighted average" method. See DLSE Manual § 49.2.6.2 (when an employee performs prevailing and non prevailing jobs during the same workweek, the company is required to pay overtime at the "weighted average" of the blended rate, averaging the normal base hourly rate and prevailing wage rate).

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company, yet the Company did not pay all required wage premiums (including at the "regular rate" per § 226.7). As a result of the Company's policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty and/or on-premises meal period while under the control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. Claimant was often not authorized and/or permitted to take mandated rest breaks. Furthermore, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, cell phone usage and expenses related to providing tools and other equipment (such as gloves) to perform their tasks for the Company. Moreover, at all relevant times, the Company utilized a policy and practice through which Claimant and the Aggrieved Employees accrued vacation and/or PTO hours (collectively, "vacation hours"). However, on the occasions when Claimant and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, Defendants failed to pay for these earned wages and, further, failed to pay for vested and unused vacation at the "final rate" as required by Labor Code § 227.3.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, vacation wages, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate "calculated in the same manner as the regular rate of pay" as required by Labor Code § 246.

Finally, during employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

/ / /
/ / /

Claimant alleges that he worked under the joint direction and control of the Company and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the Company and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the Company and the Owners are an integrated enterprise and should be treated as a single employer because the Company and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the Company and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned were the owners/officers of the Company, and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals employed by the Company as a managerial and/or supervisory employee and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Company to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the Company and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the Company and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges that the Company was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over the Company. Claimant further alleges that, at all relevant times, the Company has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to the Company should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of the Company would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

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**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**
(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, regular, overtime, and/or doubletime wages. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**
(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission …" Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes […] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes." Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

FAILURE TO PAY VESTED VACATION UPON SEPARATION OF EMPLOYMENT
(Labor Code § 227.3)

Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon an employee's separation from employment, pay to the employee all vested but unused vacation and/or paid time off at her final rate of pay. However, as alleged herein, the Company failed to pay all vested vacation upon separation of employment and, further, only paid vested vacation upon separation at the base rate of pay, leading to a violation on each such occasion. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR FAILURE TO PAY SICK TIME AT PROPER RATE OF PAY
(Labor Code § 246)

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

Here, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional compensation. However, when Aggrieved Employees took sick time and received paid sick leave, the Company only paid sick time at the base rate of pay, not factoring in the additional compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDERS
(Labor Code § 1174; IWC Wage Order § 6(A); IWC Wage Order § 7(A))

Labor Code § 1174 and the relevant IWC Wage Order required the Company to accurately record and maintain "each employee's "[t]ime records showing when the employee begins and ends each work period," the time that each meal period began and ended, daily hours worked, and total hours worked in the payroll period. The Company failed to comply with these requirements, triggering civil penalties under §§ 1174.5 and/or 2699 each period.

PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW
(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Under Labor Code § 204(a), wages are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." As a result of the Company's failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES
(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202(a) states in pertinent part "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Labor Code § 203(a) states "If an employer willfully fails to pay, without abatement or reduction, […] any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a "waiting time penalty." (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Here, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked (the paystubs failed to accurately reflect total compensable hours); failure to accurately state gross/net wages earned and all deductions (due to the failure to pay all required minimum/overtime and other wages); failure to state the applicable hourly rates (including the accurate overtime rate of pay); failure to state the accurate start/end dates of the pay period; failure to accurately state the name and address of the legal entity that is the employer, and; failure to accurately state the number of hours worked at each hourly rate. Additionally, the Company's wage statements directly violated Labor Code § 226(a) each period due to the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199
(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to Labor Code § 218.5 and C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment or other employees of the Company, he reserves the right to supplement this notice letter.

Respectfully,

By: Peter J. Carlson, Esq.
E-mail: peter@lmlfirm.com

Service List

Adame Landscape, Inc.
41863 Juniper St.
Murrieta, CA 92562

Rodolfo Adame
41863 Juniper St.
Murrieta, CA 92562

Gloria Adame
41863 Juniper St.
Murrieta, CA 92562

Rodolfo Adame III
41863 Juniper St.
Murrieta, CA 92562

EXHIBIT “C”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00585 Oldfield v Adame Landscape (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Drew Oldfield							
14000-00585 Oldfield v Adame Landscape							
05-15-2024	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PAGA letter						
05-15-2024	Approved	E108 Postage	Chiarito, Tracie	39.72	0.00	1.00	39.72
	Postage for May 2024						
05-15-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	78.00	15.60
	78 copies @ .20 each - initial letters to companies						
05-20-2024	Approved	Attorney Service	Chiarito, Tracie	1,512.08	0.00	1.00	1,512.08
	OneLegal Order #22908923 - file complaint						
05-24-2024	Approved	Attorney Service	Chiarito, Tracie	154.38	0.00	1.00	154.38
	Bosco Inv #11082408 Serve: Adame Landscape, Inc., a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (To: Brian Mankin); Notice of Case Management Conference (To: Drew Oldfield); Notice of Case Management Conference (To: Adame Landscape, Inc.); ADR Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 05/21/2024						
05-30-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #22976152 - file POS						
07-24-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #23367740 - file First Amended Complaint						
08-19-2024	Approved	Attorney Service	Chiarito, Tracie	39.89	0.00	1.00	39.89
	OneLegal Order #23553391 - file Stip and Order to Cont CMC						
08-22-2024	Approved	E121 Arbitrators/ mediators	Chiarito, Tracie	14,000.00	0.00	1.00	14,000.00
	Serratore Law Invoice for 3/12/25 mediation with Steve Serratore, Esq.						
03-24-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #24980895 - file Stip and Order to File SAC						
05-30-2025	Approved	Attorney Service	Chiarito, Tracie	43.71	0.00	1.00	43.71
	OneLegal Order #25474882 - file Stip and Order to Cont Approval Hearing						
06-04-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #25446973 - file SAC						
08-05-2025	Approved	Attorney Service	Chiarito, Tracie	200.00	0.00	1.00	200.00
	Estimated costs to file Approval Motion and supporting documents						
						Project Total	**16,186.71**

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00585 Oldfield v Adame
Landscape (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Drew Oldfield							
						Client Total	**16,186.71**
						Grand Total	**16,186.71**

EXHIBIT “D”

EXHIBIT “E”

Insert Settlement Administrator
Insert Address
Insert Phone Number

[Aggrieved Employee]
[Address]
[Address]

Re: ***Drew Oldfield v. Adame Landscape, Inc..***
Riverside Superior Court, Case No. CVRI2402740

Dear [Aggrieved Employee]:

Enclosed is your payment from the settlement of a lawsuit entitled *Drew Oldfield v. Adame Landscape, Inc.*, which was pending in the Superior Court of the State of California for the County of Riverside, Case No. CIVSB2402740 (the "Lawsuit").

Plaintiff Drew Oldfield ("Plaintiff") filed the Lawsuit on May 15, 2024. The Lawsuit brings claims against Defendant Adame Landscape, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The Lawsuit was brought on behalf of the State of California and all current and former nonexempt (hourly paid) employees employed by Defendant in California any time during the "PAGA Period" of May 15, 2023, through May 11, 2025 (the "Aggrieved Employees"). The Lawsuit alleges that Defendants failed to pay all required minimum and overtime wages, failed to provide compliant meal and rest breaks, failed to reimburse business expenses, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. As such, the Lawsuit sought civil penalties under PAGA on behalf of the State of California and all similarly situated Aggrieved Employees.

Defendant emphatically denies that it violated any provisions of the California Labor Code and contends that its practices regarding the payment of wages, meal and rest breaks, reimbursement of expenses, and providing of wage statements complied with all requirements of California law. Nevertheless, without admitting any wrongdoing, Defendant agreed to resolve this case by way of settlement. And, according to Defendant's records, you are an "Aggrieved Employee" because you were employed by Defendant as a nonexempt (hourly paid) employee during the PAGA Period.

The Court approved the settlement on _______________, 2025. Under California law, any settlement of a PAGA case results in 75 percent of the awarded penalty being paid to the State of California and 25 percent of the penalty being paid to the Aggrieved Employees who worked during the PAGA Period. The settlement PAGA only claims for civil penalties alleged in the Lawsuit under PAGA (Labor Code section 2699) for the PAGA Period. Your share of the PAGA settlement is the enclosed settlement check. You have 180 days to cash the settlement check. Checks remaining uncashed for more than 180 days after issuance will be voided and funds represented thereby will be remitted by the State Controller's Office for the State of California in the name of the Aggrieved Employee that did not cash their check.

For more information, you may inspect the Court's files and the PAGA Representative Action Settlement Agreement and Release of PAGA Claims any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at https://epublic-access.riverside.courts.ca.gov/public-portal/. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2402740) where requested, and click "Search." You may also contact the Settlement Administrator using the contact information listed above for more information.