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Attorneys for Plaintiff
DANIEL DURAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

DANIEL DURAN, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

TURF OPERATION FRESNO INC., a
corporation; and DOES 1 through 100,
inclusive,

Defendants.

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

Plaintiff,

vs.

TURF OPERATION FRESNO, INC., a
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case Nos. MCV095208
MCV097350

CLASS ACTION

*Assigned for all Purposes to the Hon.
Michael J. Jurkovich, Dept. 44*

**DECLARATION OF TUVIA
KOROBKIN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 19, 2026
Time: 8:30 a.m.
Dept.: 44

Complaint Filed: December 10, 2024
Trial date: None Set

1 I, TUVIA KOROBKIN, declare as follows:

2 1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of
3 record for Plaintiff Daniel Duran (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California
8 State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I
9 have practiced almost exclusively in the area of employment litigation. From May 2010 to May
10 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Madera.
11 From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh
12 Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and
13 Setareh Law Group focused on representing employees in wage and hour and wrongful
14 termination actions, including wage and hour class actions. At Eisenberg & Associates I focused
15 primarily on individual cases, and at Setareh Law Group I focused primarily on class actions.
16 Although non-exhaustive, the types of work I performed at those firms included: conducting client
17 intakes; performing pre-filing research and analysis; drafting complaints; attending court
18 hearings; corresponding with opposing counsel; drafting and responding to written discovery;
19 taking and defending depositions; analyzing payroll and timekeeping records and employee
20 handbooks; drafting and opposing a variety of motions including motions for summary judgment,
21 motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and
22 motions for class certification; drafting mediation briefs and attending mediations; drafting long-
23 form settlement agreements; drafting motions for preliminary and final settlement approval; and
24 overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California
25 Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court
26 of Appeal, all in connection with employment matters.

27 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
28 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I

1 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
2 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
3 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
4 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
5 of California workers.

6 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
7 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
8 active wage and hour class and PAGA actions throughout California. In addition to managing the
9 caseload and day-to-day operations of the Class Action Department, I supervised associate
10 attorneys and performed many of the same duties described in the two prior paragraphs.

11 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
12 Class Action Department. I currently manage and play an active role in approximately 55 active
13 wage and hour class actions and PAGA actions throughout California, and I perform many of the
14 same job duties as I performed in my prior roles, in addition to supervising other attorneys’ work
15 on those cases.

16 6. The following is a non-exhaustive list of wage and hour class action settlements
17 in which I was appointed as class counsel and that have received final approval: *Bellinghausen v.*
18 *Tractor Supply Company*, Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of
19 California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on
20 behalf of retail employees involving claims for failure to provide meal and rest periods, failure to
21 pay overtime, and other claims); *Montgomery v. Del Monte Corp.*, et al, Case No. 13C0204, Kings
22 County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on
23 behalf of manufacturing employees involving claims for failure to provide meal and rest periods,
24 failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792,
25 Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of
26 settlement on behalf of automotive factory workers involving claims for failure to pay overtime,
27 failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No.
28 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge

David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Madera County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other

claims); *Salas v. AlSCO, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger presiding (granted final approval of settlement on behalf of linen distribution employees involving claims for failure to pay wages, meal and rest period violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, I was recognized as a “Rising Star” in Southern California in the area of employment law in the annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. I was selected as a “Super Lawyer” by the same magazine for the years 2026 and 2027, an honor awarded to no more than 5% of all attorneys in Southern California each year, again in the field of employment litigation.

9. F. Shawn Azizollahi is a founding partner at Marquee Law Group and a 2009 graduate of UCLA School of Law. Mr. Azizollahi has gained extensive experience representing both companies and individuals in transactional and litigation matters, including employment matters, over the course of his career. For the last several years, Mr. Azizollahi’s litigation practice has focused on representing plaintiffs in employment matters. Mr. Azizollahi has litigated and/or managed hundreds of employment cases, including a number of class actions. His active participation in this matter was integral in reaching the favorable outcome on behalf of the Settlement Class.

1 10. Nancy Goodes is a 2022 graduate of the USC Gould School of Law and was
2 admitted to the California State Bar in the same year. Before joining Marquee Law Group, Ms.
3 Goodes worked as an associate for Lawyers for Justice, where she represented employees in
4 California wage and hour class actions. Since July 2023, Ms. Goodes has been with Marquee Law
5 Group, where she continues to work exclusively representing plaintiffs in employment matters,
6 including wage and hour claims on both an individual and class action basis. During her tenure
7 with Marquee Law Group, Ms. Goodes has worked on over 100 different California employment
8 matters, including many class actions.

9 11. I have been intimately involved in every aspect of this case since Mr. Duran first
10 retained my firm in November 2024. Based on my extensive experience litigating similar wage
11 and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the
12 Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**.
13 Attached as **Exhibits A and B** to the Settlement are the Notice Packet, comprised of the Class
14 Notice and Notice of Estimated Settlement Payment, respectively.

15 12. Turf Operation Fresno, Inc. (“TOF”) offers landscaping services throughout
16 California’s Central Valley. Plaintiff worked for TOF as a non-exempt lawn technician from
17 approximately August to November 2024.

18 13. On December 10, 2024, Plaintiff, through my office, filed this Action in Tulare
19 County Superior Court, alleging claims for failure to pay minimum wages and overtime wages,
20 meal and rest period violations, wage statement violations, failure to reimburse business expenses,
21 and unfair competition. Plaintiff also submitted a PAGA notice letter to the Labor and Workforce
22 Development Agency (“LWDA”) and to TOF on December 10, 2024, based on the same
23 violations. *Id.* Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s original PAGA
24 notice, as well as the LWDA’s email confirming receipt of same. Plaintiff subsequently filed a
25 First Amended Complaint adding a cause of action for PAGA civil penalties. In or about March
26 2025, the Parties stipulated to transfer venue to Madera County Superior Court.

27 14. Separately, Plaintiff filed a class action alleging a single cause of action for failure
28 to timely pay final wages (Case No. MCV097350). Plaintiff also submitted a supplemental PAGA

1 notice regarding this claim, a true and correct copy of which is attached hereto as **Exhibit 3**. As
2 part of the Parties' settlement, on June 16, 2026, Plaintiff filed a Consolidated Complaint merging
3 the two actions into one.

4 15. Plaintiff alleges that TOF failed to properly pay overtime wages because it failed
5 to incorporate production pay in the "regular rate" of pay. TOF counters that production pay was
6 only paid to a minority of employees and was not paid in every pay period and therefore
7 employees did not come to expect such additional pay, and thus it was not required to be included
8 in the regular rate. TOF also argues that the amount of underpaid overtime is very small (about
9 \$8,300 in the aggregate), and thus the value of this claim stems from potential waiting time
10 penalties, and because TOF raised a good faith defense to this claim, waiting time penalties would
11 not be available. TOF also argues that differences among employees' job duties, working
12 conditions, the frequency with which they earned production pay, as well as issues with proving
13 whether each employee suffered damages, would present individualized issues that would
14 preclude class certification.

15 16. Plaintiff also alleges that TOF failed to provide non-exempt employees with
16 uninterrupted off-duty 30-minute meal periods. Plaintiff alleges that management pushed
17 employees to maximize production at the expense of taking their breaks. At the same time,
18 Plaintiff alleges that TOF deducted 30 minutes from employee time records for supposed meal
19 breaks despite employees not taking them, resulting in unpaid wages. For its part, TOF argues
20 that it has always maintained lawful meal period policies and practices, and that if TOF ever
21 recorded a meal period on behalf of an employee, it was because the employee simply forgot to
22 clock out for their meal period while they were in the field and the meal period was, in fact, taken.
23 TOF further argues that employees voluntarily waived meal periods on shifts under 6 hours and
24 waived second meal periods on shifts under 12 hours, as they are permitted to do under Labor
25 Code § 512. In addition, TOF argues that individualized inquiries would be required to determine,
26 on an employee-by-employee and shift-by-shift basis, whether each employee failed to take a
27 legally compliant meal period on each shift, and for those shifts where they did not, *why* they did
28 not take a legally compliant meal period, and these individual issues would preclude certification.

1 17. Plaintiff further alleges that, as with meal periods, TOF did not authorize or permit
2 off-duty rest periods, and that “breaks” were often taken while driving between appointments or
3 while otherwise on-duty. TOF counters that, as with meal periods, it has always maintained lawful
4 rest period policies and has consistently authorized and permitted legally compliant 10-minute
5 rest periods without interruption. Moreover, TOF argues this claim would not be certifiable due
6 to the individualized inquiries needed to determine liability and damages for rest period
7 violations. These manageability concerns are especially present with respect to rest periods, TOF
8 contends, as rest periods are not (and need not be) recorded.

9 18. Plaintiff also alleges that TOF required employees to use their personal cell phones
10 for work purposes, including by downloading and using multiple apps for work purposes and
11 using the GPS application on their personal cell phones. TOF argues that employees did not need
12 to use personal cell phones, as TOF provided any and all tools and technology necessary to
13 perform their jobs. TOF further asserts that if employees did need to use personal cell phones,
14 there are procedures in place for employees to request reimbursement of work-related expenses.
15 TOF further argues that this claim would not be manageable on a class basis, given differences
16 among employees as to whether they incurred phone-related expenses, whether TOF knew about
17 such expenses, and whether such expenses were reasonable and therefore requiring
18 reimbursement.

19 19. As a result of TOF’s alleged failure to pay wages, as well as its alleged failure to
20 provide meal and rest periods, Plaintiff asserts TOF failed to comply with its final payment and
21 wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Plaintiff
22 also seeks civil penalties under the PAGA based on the aforementioned claims.

23 20. TOF argues that Plaintiff’s derivative claims fail for the same reasons their
24 underlying claims fail. TOF further asserts it has strong, good-faith defenses to Plaintiff’s
25 underlying claims, precluding imposition of penalties. TOF further contends its wage statements
26 always accurately reflect amounts *paid* to employees and therefore no wage statement violations
27 occurred. In addition, TOF contends Plaintiff’s PAGA claim fails because the underlying claims
28 fail. TOF further maintains that given its good-faith defenses and honest attempts to comply with

the law, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiff's favor on the underlying claims, as provided under the PAGA and as many courts have done.

21. The Parties in this case engaged in extensive informal discovery. In connection with mediation, TOF produced timekeeping and payroll records for a sample of 33% of all putative class members; its employee handbooks and other relevant written policies; classwide metrics including the number of putative class members, workweeks worked during the putative class period, pay periods worked during the PAGA period, and other relevant information. My office retained an expert data analyst to assist in analyzing and extrapolating the data produced by TOF. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims and TOF's defenses.

22. The Parties attended a full-day mediation with Russ J. Wunderli, Esq. on November 12, 2025, during which they vigorously debated Plaintiff's claims and TOF's defenses, the Parties' respective damages models, and the chances of certification. The Parties did not reach a resolution at mediation. However, they continued their settlement discussions over the following weeks with Mr. Wunderli's assistance. In December 2025, Mr. Wunderli made a mediator's proposal, which was eventually accepted by the Parties. Over the following months, the Parties negotiated the finer terms of the settlement, ultimately resulting in the Settlement.

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

Gross Settlement Amount ("GSA"):	\$315,000.00
Minus Court-approved attorneys' fees (up to 33.33%):	\$105,000.00
Minus Court-approved costs (up to):	\$17,500.00
Minus Court-approved Service Awards:	\$7,500.00
Minus Amount Set Aside as PAGA penalties:	\$20,000.00
<u>Minus estimated settlement administration costs:</u>	<u>\$10,000.00</u>
Net Settlement Amount ("NSA"):	\$155,000.00
PLUS 35% of PAGA penalties ("PAGA Amount"):	\$7,000.00
Total Amount Paid to Settlement Class:	\$162,000.00

24. The Settlement provides for TOF to pay a non-reversionary Gross Settlement Amount ("GSA") of \$315,000. After deducting attorney fees, litigation costs, Plaintiff's service award, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately \$162,000 to the Settlement Class. There are approximately 286

1 Settlement Class members. Thus, the average payment to Settlement Class members is estimated
2 to be \$566.43.

3 25. While Plaintiff is confident in the merits of his claims, Plaintiff acknowledges
4 there were substantial risks and uncertainty in proceeding with class certification and eventual
5 trial on the merits. As noted above, TOF presented multiple defenses to Plaintiff's claims, both
6 on the merits and to class certification, rendering success uncertain.

7 26. With respect to Plaintiff's overtime claim, our expert's review and extrapolation
8 of employee payroll records revealed approximately \$8,300 in underpaid overtime wages as a
9 result of TOF's failure to include production pay in the "regular rate." As noted above, TOF
10 presented defenses to this claim, including its assertion that production pay was only sporadically
11 paid and did not need to be included in the regular rate, and its argument that the claim would not
12 be certified due to differences among putative class members regarding the fact and frequency of
13 production pay and potential damages. Notwithstanding these defenses, and given the small
14 amount of under-payment, Plaintiff did not apply discounts to this amount when evaluating the
15 realistic potential value of this claim.

16 27. With respect to Plaintiff's unpaid wage claim as a result of "auto-deduct," our
17 expert's review and extrapolation of timekeeping records revealed approximately 6,515 shifts
18 during the Class Period that were eligible for meal periods and which had recorded meal periods
19 of exactly 30 minutes and therefore a potential auto-deduct. Using an estimated average minimum
20 wage of approximately \$16 per hour during the putative class period, and assuming Plaintiff
21 would be able to recover liquidated damages under Labor Code § 1194.2, Plaintiff estimated
22 potential damages on this claim as: $6,515 * 0.5 \text{ hrs} * \$16 * 2 = \$104,240$. As noted, however,
23 TOF presented defenses to this claim, including its assertion that it has always provided meal
24 periods in accordance with California law; that any auto-deducted meals were simply a result of
25 an employee forgetting to clock out for their meal period and that a meal period was, in fact,
26 taken; and that this claim would not be certified given differences among employees as to whether
27 they sustained any damages on any particular shift. Based on these defenses, Plaintiff discounted
28 this claim by 40% for risk of non-certification and an additional 50% for risk of losing on the

merits and/or not recovering the full amount sought, to arrive at a realistic potential exposure of \$31,272 on the unpaid wage claim.

28. As for Plaintiff's meal period claim, Plaintiff's expert's analysis and extrapolation of the timekeeping records revealed approximately 7,311 shifts of more than 6 hours (where the first meal period may not be waived) during the Class Period that reflected either a non-compliant meal period or a meal period of exactly 30 minutes and therefore potentially auto-deducted. Our expert's analysis further revealed that Settlement Class members' average rate of pay was approximately \$19.86. Thus, Plaintiff calculated TOF's potential meal period exposure as: $7,311 * \$19.86 = \$145,196$. However, and as noted above, TOF asserted several affirmative defenses, including that its meal period policies have always complied with California law; that any auto-deducted meals were simply a result of employees' forgetting to clock out; and potential issues with class certification given differences in locations, supervisors, job duties, and other circumstances surrounding each shift worked by each individual employee. In light of these defenses, Plaintiff discounted this claim by 30% for risk of class certification, and an additional 40% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of \$60,982 on the meal period claim.

29. With respect to the rest period claim, Plaintiff's expert's review of the timekeeping data revealed approximately 8,010 shifts of 3.5 hours during the class period. Plaintiff therefore calculated TOF's potential rest period exposure as: $8,010 * \$19.86 = \$159,079$. But as noted above, TOF presented multiple defenses to this claim, including its assertion that it has always maintained lawful rest period policies and authorized and permitted rest periods in accordance with those policies; and that differences in the job duties, supervisors, locations, personal preferences, and other specific circumstances with respect to each individual shift worked by each employee, would render class certification unlikely, particularly since rest periods are not recorded. In light of these defenses, Plaintiff discounted this claim by 50% for risk of non-certification, and an additional 40% for risk of losing on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of \$47,724 on the rest period claim.

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30. With respect to the business expense reimbursement claim, our expert's review and extrapolation of the data revealed approximately 551 aggregate months worked by putative class members during the Class Period. For this claim, Plaintiff assumed approximately \$15 per month in reasonable work-related cellphone expenses, for a total of approximately \$8,265 in potential damages for this claim. While TOF presented multiple defenses to this claim (as described above), given the relative low value of the claim, Plaintiff did not apply discounts in calculating a realistic exposure.

31. Based on the above Labor Code violations, Plaintiff alleges that TOF failed to issue accurate itemized wage statements pursuant to Labor Code § 226. Based on data produced by TOF in advance of mediation, there are approximately 204 unique employees, and 761 aggregate pay periods worked, from the beginning of the one-year liability period applicable to Section 226. Using the \$50 "initial" and \$100 "subsequent" penalties prescribed Labor Code § 226(e), Plaintiff calculated TOF's potential exposure on this claim as: $(204 * \$50) + (557 * \$100) = \$65,900$. However, and as explained above, TOF presented multiple defenses to this claim, including but not limited to: the defenses to Plaintiff's underlying claims; the fact that wage statements always accurately reported what employees were *paid*, which TOF contends is the purpose of Section 226; and individualized issues entailed in analyzing each wage statement for each pay period for each employee to determine whether a violation occurred. In light of these defenses, Plaintiff discounted the claim by 50% for risk of non-certification, and an additional 50% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of \$16,475 on the wage statement claim.

32. Plaintiff further alleges that, as a result of the above violations, TOF is liable for waiting time penalties based on its failure to pay final wages to former employees. Based on the data provided by TOF, there are approximately 274 employees who separated their employment with TOF since December 10, 2023 (i.e., three years prior to the filing of the Action). Based on the payroll records provided, our experts calculated an average final hourly rate for former employees of approximately \$18.88, and therefore an average maximum waiting time penalty of approximately \$4,531 ($\$18.88 * 8 * 30$ days), for a total potential exposure on this claim of

1 approximately \$1,241,494. TOF, however, asserts it has strong, good-faith defenses to Plaintiff's
2 underlying claims, and any failure to pay wages was therefore not "willful" as a matter of law.
3 Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims,
4 Plaintiff would need to overcome TOF's defenses, both as to class certification and on the merits,
5 to the underlying claims in order to recover waiting time penalties. Moreover, Plaintiff would
6 need to prove "willfulness" for each alleged violation, presenting additional hurdles to
7 certification. Based on these defenses, Plaintiff discounted the maximum exposure by 50% for
8 risk of non-certification and by an additional 65% for risk of being unsuccessful on the merits or
9 failing to recover the full amount sought, to arrive at a realistic exposure of \$217,261 on the claim
10 for waiting time penalties.

11 33. Plaintiff further alleges that TOF is liable for PAGA civil penalties as a result of
12 the above violations. Plaintiff estimated a maximum PAGA exposure of \$76,100, based on the
13 \$100 "initial" violation rate under Lab. Code § 2699(f) for each of the 761 pay periods mentioned
14 above during the one-year statutory period. However, these penalties largely derive from
15 Plaintiff's underlying claims, each of which TOF vigorously disputes (as described above). In
16 addition, TOF argues that the PAGA grants trial courts discretion to reduce PAGA civil penalties
17 (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties significantly given TOF's
18 defenses and its good-faith efforts to comply with the law. Thus, Plaintiff discounted the
19 maximum figure by 40% for risk of losing on the merits, and by an additional 30% for risk of the
20 Court reducing penalties, to arrive at an estimated exposure of \$31,962 on the PAGA claim.

21 34. Using these estimated figures, Plaintiff estimates the realistic total classwide
22 recovery on his claims would be approximately \$422,241 if he had proceeded through class
23 certification and trial on the merits. The proposed settlement of \$315,000 therefore represents
24 about 75% of Plaintiff's reasonably forecasted recovery.

25 35. At final approval, Plaintiff's counsel will request attorneys' fees of up to one-third
26 of the GSA (currently estimated at \$105,000), and up to \$17,500 in litigation costs. My office has
27 incurred substantial attorneys' fees in, among other things, conducting pre-filing investigation
28 and legal research; preparing and filing the initial pleadings; analyzing timekeeping, payroll, and

1 other data with our expert to create a comprehensive damages model; preparing for and attending
2 the mediation session; drafting and serving written discovery requests; negotiating and preparing
3 the Settlement; preparing this Motion; and otherwise prosecuting this case. I anticipate that my
4 office will incur significant future attorneys' fees in overseeing the Notice process, fielding phone
5 calls from Settlement Class members, preparing the Final Approval Motion and supporting
6 documents, and appearing at the Final Approval Hearing. In addition, based on my experience in
7 similar wage and hour class and PAGA actions in California courts, fee awards in matters such
8 as this one generally equal about one-third of the gross recovery.

9 36. Plaintiff will request an incentive payment of \$7,500 at final approval. As will be
10 fully briefed at final approval, Plaintiff's requested incentive payment is in recognition of the time
11 and effort he expended on behalf of the Settlement Class, including providing factual information
12 and documents to my office, attending multiple telephonic meetings with counsel to discuss the
13 claims and theories at issue in the litigation, reviewing the settlement agreement and other
14 documents related to this case, and otherwise actively participating in the litigation.

15 37. Although the parties engaged in significant informal discovery, they had not
16 completed formal written and deposition discovery, which would have required expenditure of
17 substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff
18 obtained certification, the parties would incur considerable attorneys' fees and costs through a
19 possible decertification motion, motions for summary judgment, trial, and potential appeals. The
20 proposed Settlement avoids these risks, expense, and delays, and is therefore a favorable outcome
21 for the Settlement Class.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on September 3, 2026 at Beverly Hills, California.

24 

25 _____
26 Tuvia Korobkin
27
28

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiff Daniel Duran (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Turf Operation Fresno, Inc. (“TOF” or “Defendant”) on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by F. Shawn Azizollahi, Tuvia Korobkin, and Nancy Goodes of Marquee Law Group APC (collectively, “Class Counsel”). Defendant is represented by Ian B. Wieland and Daniella M. Crisanti of Sagaser Watkins & Wieland P.C. (“Defense Counsel”).

Plaintiff filed two class and representative actions against Defendant, as follows:

- *Daniel Duran v. Turf Operation Fresno, Inc.*, Madera County Superior Court Case No. MCV095208
- *Daniel Duran v. Turf Operation Fresno, Inc.*, Madera County Superior Court Case No. MCV097350

These actions will be collectively referred to as the “Actions” or the “Litigation.” As part of this Settlement Agreement, the Parties have agreed to stipulate to consolidate the Actions, and the Parties agree that they will submit such stipulation either concurrently with or prior to the filing of the Motion for Preliminary Approval.

The Actions collectively allege class and representative claims against Defendant for: (i) minimum wage violations; (ii) failure to pay overtime wages; (iii) meal period violations; (iv) rest period violations; (v) failure to timely pay final wages; (vi) failure to issue accurate itemized wage statements; (vii) failure to reimburse business expenses; (viii) unfair competition; and (ix) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims on a classwide and representative basis. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a “Settlement Class,” which shall be defined as:

All persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period. The “Class Period” is defined to mean the period from December 10, 2020, through February 5, 2026.

Defendant represents that there are approximately 286 Settlement Class members that worked a total of approximately 2,204 workweeks during the Class Period. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

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2. **PAGA Group.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to a sub-set of the Settlement Class called the “PAGA Group,” which shall be defined as:

All persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period. The “PAGA Period” is defined to mean the period from December 10, 2023 through February 5, 2026. Defendant represents that the PAGA Group consists of approximately 204 employees that worked a total of approximately 761 pay periods during the PAGA Period.

3. **Release by Settlement Class.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by Defendant, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendant and its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Class Released Claims, as defined herein, could be assigned pursuant to Labor Code § 558.1, or on a joint-employer, alter-ego, or other vicarious liability theory (the “Released Parties”) from any and all claims or causes of action that were alleged in the operative Complaints in the Actions, or that could have been alleged based on the facts alleged in the Complaints in the Actions, including but not limited to: claims for failure to pay minimum wages, straight time wages, overtime compensation, double-time compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid meal period waivers; failure to pay wages for all hours worked; noncompliant wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to reimburse for necessary business expenditures; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing, arising from employment with Defendant during the Class Period. Such Class Released Claims shall include, but are not limited to, those claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804 and/or those arising under the applicable Industrial Welfare Commission Wage Order(s), California Business Professions Code 17200 *et seq.* (including, without limitation, §§ 17200 through 17208); California Civil Code sections 3287 and 3289; California Code of Civil Procedure section 1021.5; all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, penalties, restitution, interest, costs and attorneys’ fees, injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under said claims under California or federal law for the foregoing. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law. (“Class Released Claims”). The statute of limitations on any Class Released Claims shall be tolled between the Effective Date and Defendant’s deadline to fund the Gross Settlement Amount.

4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by Defendant, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any and all claims under the PAGA that were alleged in Plaintiff's PAGA notice to the LWDA, or which could have been alleged based on the facts and theories alleged in Plaintiff's PAGA notice to the LWDA, including any claims for PAGA civil penalties, injunctive relief, attorneys' fees, costs, or any other relief available under the PAGA, based on alleged violations by Defendant of any of the Labor Code sections listed in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Period ("PAGA Released Claims"). The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement. The statute of limitations on any PAGA Released Claims shall be tolled between the Effective Date and Defendant's deadline to fund the Gross Settlement Amount.
5. **Release by Plaintiff.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by Defendant, and in exchange for his Class Representative Service Payment, Plaintiff, as the named Class Representative, agree to further release Defendant from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, rules, or regulations, arising from Plaintiff's employment with Defendant incurred through the date that Plaintiff signs this Agreement ("Plaintiff's Released Claims"). This release expressly excludes any claims that Plaintiff may have related to Workers Compensation, any claims for unemployment insurance, or any other claims which cannot be released by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
6. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" or "GSA" of Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00) in full and complete settlement of the Litigation, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.
 - B. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) days of the Effective Date.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
 - i. All payments to the Settlement Class;
 - ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$10,000.00;

- iii. Up to \$7,500.00 for Plaintiff as a Class Representative Service Payment, in recognition of Plaintiff's contributions to the Litigation and to the Settlement Class;
 - iv. Class Counsel attorney fees of up to one-third of the GSA (currently estimated to be \$105,000.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than \$17,500.00;
 - v. The Parties have set aside \$20,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 65% of such penalties, or \$13,000.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 35%, or \$7,000.00, will be payable to members of the PAGA Group as the "PAGA Group Payment" as discussed below.
 - D. The employer's share of payroll taxes on any wage portion of the payments to be made under this Settlement shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time Defendant deposits the GSA pursuant to paragraph 6.B. above.
 - E. **Escalator Clause.** This Settlement is entered based on Defendant's representation that there are approximately 2,204 workweeks during the Class Period as of November 5, 2025. If the number of workweeks during the Class Period exceeds 2,204 by more than ten (10) percent, meaning that the actual workweeks are more than 2,424, Defendant shall have the option of either: (1) increasing the amount of the Gross Settlement Amount proportionally for the excess increase in the total number of workweeks beyond the 2,204 (so that the Gross Settlement Amount will increase by 1% for every 1% increase in workweeks over the 10% threshold, the increase to be paid by Defendant) or (2) modifying the applicable end date of the Class Period and the PAGA Period to a date prior to incurring the pro rata increase to keep the maximum workweeks at 2,424 (which is 10% more than 2,204) and not to trigger the escalator clause.
7. **Effective Date.** The "Effective Date" of this Agreement is the date by which both of the following have occurred: (a) the Court enters a judgment in accordance with its final approval order; and (b) the judgment is final. For this purpose, the judgment shall be final as of the latest of the following occurrences: (1) if no Participating Class Member nor the LWDA objects to the settlement, the date the Court enters judgment; (b) if one or more Participating Class Members or the LWDA objects to the settlement, the day after the deadline for filing a notice of appeal from the judgment entered by the Court; (c) if one or more Participating Class Members or the LWDA moves to intervene after judgment in order to effectively object to the settlement by seeking to vacate or modify the judgment, the day after the deadline for filing a notice of appeal from the judgment entered by the Court; or, (d) if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur.
8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Each Settlement Award shall be comprised of the Settlement Class member's (i) payment from the Net Settlement Amount and (ii) payment, if any, from the PAGA Group Payment, as described in detail below.

- A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendant as a non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.
- C. Payments from the PAGA Amount: In addition to the NSA, 35% of the amount set aside as PAGA civil penalties (i.e., \$7,000.00) has been set aside as the "PAGA Group Payment," as mentioned above. The PAGA Group Payment shall be paid to all PAGA Group members, regardless whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member was employed by Defendant in California during the PAGA Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Group Payment will be calculated by multiplying the PAGA Group Payment by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members.
- D. Within five (5) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Group Payment, 100% penalties; for amounts paid from the Net Settlement Amount, 10% wages, and 90% as penalties, reimbursement, and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as non-wage payments. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class

member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with *cy pres* recipient Children's Advocacy Clinic of the Valley Children's Hospital.
 - G. Neither Plaintiffs nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
9. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated at \$105,000.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$17,500.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.
10. **Class Representative Service Payment.** Plaintiff will request, and Defendant will not oppose, a Class Representative Service Payment of \$7,500.00 for Plaintiff from the Gross Settlement Amount for Plaintiff's time and risks undertaken in prosecuting the Action, his service to the Settlement Class, and his general release of claims. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff his Class Representative Service Payment, and issue Plaintiff an IRS Form 1099, at the same time that it mails the Settlement Awards to Settlement Class members.
11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to \$10,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

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12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, and Nancy Goodes of Marquee Law Group, APC as Class Counsel;
 - C. Appointing Plaintiff as Class Representatives for the Settlement Class;
 - D. Approving Phoenix as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.
13. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
 - A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked for Defendant in California during the Class Period and number of PAGA Pay Periods worked for Defendant in California during the PAGA Period, for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the

Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Group Payment, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

- i. **Defendant's Right to Terminate Settlement.** Defendant shall have the right at its sole discretion to terminate the Settlement if more than 10% of Settlement Class Members timely elect to opt out of the Settlement, as determined by the Parties' selected Settlement Administrator. If Defendant wishes to exercise this right, it must do so within ten (10) business days of when the Administrator first informs the Parties that more than 10% of Settlement Class Members have timely opted out of the Settlement, by sending written notice to Class Counsel. If Defendant exercises its right under this paragraph, Defendant shall be solely liable for administrative costs incurred by the Settlement Administrator.

- D. **Objections.** Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of Workweeks they worked for Defendant in California during the Class Period and their number of PAGA Pay Periods (if any) worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
14. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:
- A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA civil penalties to the LWDA, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.

15. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Litigation. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
16. **Confidentiality/Non-Publicity.** Plaintiff and his counsel will keep this settlement confidential through preliminary approval, except as necessary to enforce this Settlement or seek approval thereof. Thereafter, Plaintiff and their counsel will further agree to keep this settlement confidential, including without limitation no disclosures to current or former employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary to provide settlement information to Settlement Class members, (iii) to answer questions from Settlement Class members regarding the settlement, and (iv) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude Class Counsel from communicating with and fulfilling its obligations to Settlement Class members or PAGA Group members.
17. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.
18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
19. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Ian B. Wieland, Sagaser Watkins & Wieland P.C., 5260 N. Palm Avenue, Suite 400, Fresno, CA 93704; ian@sw2law.com

if to Plaintiff: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuviah@marqueelaw.com

21. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
22. **Resolution of Good Faith Dispute.** The parties warrant and represent that the releases in this Agreement resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796), a good faith dispute regarding wages owed to Settlement Class members / PAGA Group members by the Released Parties, arising from their employment with Defendant through their last day of employment with Defendant within the Class Period and/or PAGA Period.
23. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
24. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
25. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
26. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
27. **Duty to Cooperate.** The Parties shall have the continuing obligation to seek both preliminary and final approval of the settlement consistent with the terms of the MOU, until the Effective Date occurs. Such obligation shall only cease upon written consent of both parties. If the Court does not grant either preliminary or final approval, or conditions either upon a material change to this MOU (including, but not limited to, the scope of the releases or changes to the Gross Settlement Amount), the parties shall expeditiously work together in good faith to address the Court's concerns until the Effective Date occurs. However, no party shall be obligated to consent to any material change of the Agreement, even if requested by the Court to achieve the Effective Date.

AGREED TO AND APPROVED BY:

DATED: 05/19/2026

TURF OPERATION FRESNO, INC.

By: William Shane
William Shane (May 19, 2026 07:13:35 EDT)
Bill Shane, President & CEO

DATED: _____

DANIEL DURAN

Plaintiff and Class Representative

21. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
22. **Resolution of Good Faith Dispute.** The parties warrant and represent that the releases in this Agreement resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796), a good faith dispute regarding wages owed to Settlement Class members / PAGA Group members by the Released Parties, arising from their employment with Defendant through their last day of employment with Defendant within the Class Period and/or PAGA Period.
23. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
24. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
25. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
26. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
27. **Duty to Cooperate.** The Parties shall have the continuing obligation to seek both preliminary and final approval of the settlement consistent with the terms of the MOU, until the Effective Date occurs. Such obligation shall only cease upon written consent of both parties. If the Court does not grant either preliminary or final approval, or conditions either upon a material change to this MOU (including, but not limited to, the scope of the releases or changes to the Gross Settlement Amount), the parties shall expeditiously work together in good faith to address the Court's concerns until the Effective Date occurs. However, no party shall be obligated to consent to any material change of the Agreement, even if requested by the Court to achieve the Effective Date.

AGREED TO AND APPROVED BY:

DATED: _____

TURF OPERATION FRESNO, INC.

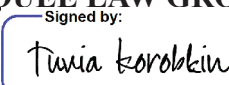
By: _____
Bill Shane, President & CEO

DATED: 5/8/2026

DANIEL DURAN
DocuSigned by:
Daniel Duran
63839223CC1A4FF...
Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 5/8/2026

MARQUEE LAW GROUP, APC
Signed by:
By: 
Tuvia Korobkin
Attorneys for Plaintiff

SAGASER WATKINS & WIELAND P.C.

DATED: _____

By: _____
Ian B. Wieland
Attorneys for Defendant

APPROVED AS TO FORM:

MARQUEE LAW GROUP, APC

DATED: _____

By: _____

Tuvia Korobkin
Attorneys for Plaintiff

SAGASER WATKINS & WIELAND P.C.

DATED: 5/22/2024

By: _____

Ian B. Wieland
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MADERA

DANIEL DURAN,

Plaintiff,

vs.

TURF OPERATION FRESNO, INC.,

Defendant.

Case Nos. MCV095208, MCV097350

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

To: All persons who worked for Defendant Turf Operation Fresno, Inc. in California as an hourly, non-exempt employee at any time from December 10, 2020 through February 5, 2026 (the “Class Period”).

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The Madera County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) that resolves two class action cases brought by Plaintiff Daniel Duran against Turf Operation Fresno, Inc., including Case Numbers MCV095208 and MCV097350. These two cases will be referred to collectively as the “Litigation.” Turf Operation Fresno, Inc. is referred to as “Defendant” or “TOF.”

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

TOF’s records show that you were employed by TOF as a non-exempt employee in California at some point between December 10, 2020 and February 5, 2026. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Litigation, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

In the Litigation, Plaintiff Daniel Duran (“Plaintiff”) alleges that TOF violated California law. Specifically, Plaintiff alleges that TOF: (i) failed to pay at least the minimum wage for all hours worked; (ii) failed to pay overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to issue accurate itemized wage statements; (vi) failed to pay all wages owed at termination; (vii) failed to reimburse business expenses; and, as a result of the above, (viii) engaged in unlawful business practices. In addition, Plaintiff seeks civil penalties

Questions? Call (XXX) XXX-XXXX

under the California Labor Code Private Attorneys General Act (“PAGA”), for the above violations.

Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

TOF denies that it has done anything wrong and believes it has acted in compliance with all applicable laws and that Plaintiff’s claims have no merit. TOF also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, TOF does not admit liability on any of the factual allegations or claims asserted in the Litigation or that the Litigation can or should proceed as a class action in a non-settlement context.

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

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to TOF, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Turf Operation Fresno, Inc., your decision about whether to participate in the Settlement will not affect your employment status. TOF’s company policy and California law strictly prohibit unlawful retaliation. TOF will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys for the Settlement Class?

The Court has appointed the attorneys below as “Class Counsel.”

MARQUEE LAW GROUP, APC

Tuvia Korobkin

tuvia@marqueelaw.com

F. Shawn Azizollahi

shawn@marqueelaw.com

Nancy Goodes

nancy@marqueelaw.com

9100 Wilshire Blvd., Suite 445 East

Beverly Hills, California 90212

Tel: (310) 275-1844

www.marqueelaw.com

What are the terms of the Settlement?

TOF has agreed to pay \$315,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Litigation, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, currently estimated to be \$105,000, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement

finalization. Class Counsel also will ask for reimbursement of up to \$17,500 for reimbursement of verified costs Class Counsel incurred in connection with the Litigation.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$7,500 to Plaintiff, also known as the “Class Representative.” This award is to compensate the Class Representative for his service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$20,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, sixty-five percent (65%) of that amount, or \$13,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$7,000 has been designated as the “PAGA Group Payment” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$155,000. Together with the \$7,000 PAGA Group Payment, the total amount to be distributed to Settlement Class members is estimated to be \$162,000. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for TOF as a non-exempt employee in California during the Class Period.

PAGA Group Payment: In addition to the NSA, \$7,000 of the Gross Settlement Amount has been designated as the “PAGA Group Payment” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for TOF as a non-exempt employee in California at any time from December 10, 2023 to February 5, 2026 (the “PAGA Period”). This subgroup of Settlement Class members is known as the “PAGA Group.” All members in the PAGA Group will receive a payment from the PAGA Group Payment in proportion to the number of pay periods that they worked for TOF as a non-exempt employee in California during the PAGA Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by TOF within 30 days of the Effective Date of the Settlement. If there are no objections to the settlement, then the Effective Date will be the date on which the Court enters judgment on the Settlement. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Group Payment, 100% penalties; for payments from the NSA, 10% wages (with withholdings taken), and 90% penalties, reimbursement, and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties, reimbursement, and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, TOF and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiff and every Participating Class Member will release and discharge TOF and its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for the Class Released Claims,

as defined herein, could be assigned pursuant to Labor Code § 558.1, or on a joint-employer, alter-ego, or other vicarious liability theory (the “Released Parties”) from any and all claims or causes of action that were alleged in the operative Complaints in the Actions, or that could have been alleged based on the facts alleged in the Complaints in the Actions, including but not limited to: claims for failure to pay minimum wages, straight time wages, overtime compensation, double-time compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period obligations; invalid meal period waivers; failure to pay wages for all hours worked; noncompliant wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to reimburse for necessary business expenditures; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing, arising from employment with Defendant during the Class Period. Such Class Released Claims shall include, but are not limited to, those claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804 and/or those arising under the applicable Industrial Welfare Commission Wage Order(s), California Business Professions Code 17200 et seq. (including, without limitation, §§ 17200 through 17208); California Civil Code sections 3287 and 3289; California Code of Civil Procedure section 1021.5; all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, penalties, restitution, interest, costs and attorneys’ fees, injunctive or equitable relief, and any other remedies available at law or equity, and other amounts recoverable under said claims under California or federal law for the foregoing. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law. (“Class Released Claims”).

In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by Defendant, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any and all claims under the PAGA that were alleged in Plaintiff’s PAGA notice to the LWDA, or which could have been alleged based on the facts and theories alleged in Plaintiff’s PAGA notice to the LWDA, including any claims for PAGA civil penalties, injunctive relief, attorneys’ fees, costs, or any other relief available under the PAGA, based on alleged violations by Defendant of any of the Labor Code sections listed in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Period (“PAGA Released Claims”). The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for TOF in California during the Class Period and the number of pay periods you worked for TOF in California during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to *cy pres* recipient Children’s Advocacy Clinic of the Valley Children’s Hospital.

How much money will I receive from the Settlement?

Based on TOF's records, your total Settlement Award is estimated to be <<XXXXXX>>, which includes <<XXXXXX>> from the Net Settlement Amount and <<XXXXXX>> from the PAGA Group Payment. The enclosed "Notice of Estimated Settlement Award" contains the data from TOF's records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for TOF in California during the Class Period and the number of pay periods you worked for TOF in California during the PAGA Period. The information contained in TOF's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for TOF), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Daniel Duran v. Turf Operation Fresno* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Group Payment.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class portion of the Settlement, or any aspect of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for TOF), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in <<Dept>> of the Madera County Superior Court, located at 200 South G Street, Madera, California 936347. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payment, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may visit the settlement website at <<website URL>>. You may also consult the Court's "Public Portal" website, <https://madera-prod-portal.ecourt.com/public-portal/>. (You may need to create an account in order to access the Portal.) Finally, you may contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

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

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

DANIEL DURAN v. TURF OPERATION FRESNO, INC.

Madera County Superior Court Case Nos. MCV095208, MCV097350

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Turf Operation Fresno, Inc.'s ("TOF") records:

- (a) you were employed for [REDACTED] workweeks for TOF as a non-exempt employee in California between December 10, 2020 and February 5, 2026;
- (b) you were employed for [REDACTED] pay periods for TOF as a non-exempt employee in California between December 10, 2023 and February 5, 2026

Based on the above, your Settlement Award is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Group Payment.

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

If you dispute the above information from TOF's records, TOF's records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether TOF's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 2



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

December 10, 2024

Via Online Filing

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

Via U.S. Certified Mail

Turf Operation Fresno, Inc.
c/o Corporate Creations Network, Inc.
801 US Highway 1
North Palm Beach, FL 33408

Via Certified Mail

Turf Operation Fresno, Inc.
1900 S. Van Ness Avenue
Fresno, CA 93721

Re: *Daniel Duran v. Turf Operation Fresno, Inc, et al*

To Whom It May Concern:

Please be advised that this law firm represents Daniel Duran (“Mr. Duran”) in claims arising from his employment with Turf Operation Fresno, Inc. and Does 1 through 100 (collectively, “TOF”). Mr. Duran is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to TOF’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees of TOF who have worked for TOF in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Mr. Duran’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

TOF provides landscaping services in several areas in California’s Central Valley, including (but not limited to) Tulare, Fresno, and Kings counties. Mr. Duran is employed by TOF as a non-exempt Lawn Technician.

During his employment with TOF, Mr. Duran and other aggrieved employees have worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, but TOF has failed to pay Mr. Duran’s and other aggrieved employees’ overtime wages at 1.5 times their “regular rate” of pay. Specifically, in addition to hourly wages, Mr. Duran and other aggrieved employees earn non-discretionary “Production Pay” and/or other forms of compensation that cannot be excluded from the regular rate (these forms of pay shall be referred to herein collectively as “Incentive Pay”), but TOF fails to incorporate the

Incentive Pay into the regular rate when calculating overtime compensation, resulting in underpaid overtime wages. For example, in the pay period of September 14-27, 2024, Mr. Duran's wage statement reflects that he worked more than 12 hours of overtime and also earned \$251.98 in Production Pay. However, TOF paid Mr. Duran's overtime wages at \$27.00 per hour, which was 1.5 times his *base* hourly rate of \$18.00, not 1.5 times his "regular rate" of pay. On information and belief, TOF has likewise underpaid overtime wages to other aggrieved employees during the relevant time period by failing to incorporate the value of Incentive Pay into the regular rate.

TOF has also failed to provide meal periods to Mr. Duran and other aggrieved employees as required under California law. Specifically, Mr. Duran was told by management that "nobody takes lunches or breaks in order to hit production" (or words to that effect), and that, if he wanted to eat a meal, he should do so while driving between appointments. TOF explained to Mr. Duran that "production" was the paramount consideration and should take precedence over taking breaks. As a result of this culture and direction from TOF, Mr. Duran and other aggrieved employees frequently would either miss their meal breaks altogether, take meal periods late (i.e., after 5 hours of work), take less than 30 minutes, and/or take their meal periods while on duty. Moreover, TOF has failed to provide Mr. Duran and other aggrieved employees with second meal periods on shifts over 10 hours.

Despite failing to provide Mr. Duran and other aggrieved employees with legally compliant meal periods, TOF has failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, TOF has maintained no payroll code or other mechanism for paying meal period premiums when TOF fails to provide a legally compliant meal period.

Moreover, despite failing to provide meal periods, TOF has consistently added a 30-minute unpaid meal period to Mr. Duran's and other aggrieved employees' time records after-the-fact. This practice has resulted in Mr. Duran and other aggrieved employees not being paid for those 30 minutes which should have been paid (since they were not provided with lawful, off-duty meal periods), by unlawfully deducting this time from their wages. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

In or about mid-November 2024, Mr. Duran submitted a written complaint about TOF's unlawful meal periods practices. In response, Mr. Duran's manager told him that Mr. Duran was "waiving his lunches." This was news to Mr. Duran, as he had never agreed to waive his lunches, and regardless, Mr. Duran's meal periods were not subject to waiver since he consistently works more than 6 hours per workday. Moreover, if Mr. Duran (or any other employee) had truly waived their lunches, then TOF should have paid them for that time, rather than deduct 30 minutes from their time records.

TOF has also failed to authorize and permit compliant rest periods to Mr. Duran and other aggrieved employees. As with meal periods, TOF emphasizes "production" over everything, and does not authorize or permit off-duty rest periods, and thus, any "breaks" are taken while driving between appointments or otherwise while on-duty. Nor does TOF authorize or permit a third rest period on shifts over 10 hours. Despite failing to authorize

and permit legally compliant rest periods to Mr. Duran and other aggrieved employees, TOF has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, TOF has maintained no payroll code or other mechanism for paying rest period premiums when TOF fails to authorize and permit a legally compliant rest period.

TOF has also required Mr. Duran and other aggrieved employees to incur business expenses without reimbursement. For example, Mr. Duran and other employees are required to use their personal cell phones for work purposes, including but not limited to downloading and using the “Podium” application (to solicit and obtain customer reviews), downloading and using the “Paychex” application to clock in and clock out, and using the GPS application on their personal cell phones whenever the company phone’s GPS does not work (which happens frequently).

Despite requiring Mr. Duran and other employees to use their personal property for work-related purposes, TOF has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Mr. Duran and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

As a result of TOF’s unlawful practices described above, TOF has maintained inaccurate time and payroll records, and has issued inaccurate wage statements to Mr. Duran and other aggrieved employees.

On information and belief, TOF has engaged in the above unlawful practices throughout the relevant time period and continuing to the present.

As described above, TOF committed, and continues to commit, the following violations of the California Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”):

Minimum Wage Violations

TOF was, and is, required to pay Mr. Duran and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 5, § 4. As alleged above, TOF maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Duran and other aggrieved employees for all hours worked. As a result of these policies/practices, Mr. Duran and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

///

Overtime Violations

TOF was, and is, required to properly compensate its non-exempt employees, including Mr. Duran and other aggrieved employees, for all overtime hours worked pursuant to Labor Code §§ 510 and 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 5, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, TOF has failed to properly pay overtime and/or double-time wages to Mr. Duran and other non-exempt aggrieved employees, in violation of California law.

Meal Period Violations

As alleged herein, TOF has failed in its affirmative obligation to provide its employees in California, including Mr. Duran and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite TOF’s violations, TOF has not paid an additional hour of pay to Mr. Duran and other aggrieved employees at their respective “regular rates of compensation,” in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Rest Period Violations

As alleged herein, TOF has failed in its affirmative obligation to authorize and permit its aggrieved employees in California, including Mr. Duran and other aggrieved employees, all legally-compliant rest periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite TOF’s violations, TOF has not paid an additional hour of pay to Mr. Duran and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 516, and 1198.

Failure to Reimburse Expenses

Mr. Duran and other aggrieved employees have been required to use their personal cell phones and/or other personal items for work purposes and/or purchase other items for work without reimbursement. Although Mr. Duran and other aggrieved employees have incurred these expenses in direct discharge of their job duties and/or at TOF’s direction, TOF has not reimbursed them for their necessary work expenditures during the relevant time period. TOF’s policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Duran and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Wage Statement and Recordkeeping Violations

As alleged above, TOF has, as a matter of uniform policy and practice, failed to furnish Mr. Duran and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). TOF has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken.

Mr. Duran is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Duran will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Duran's investigation, and on information and belief, TOF has committed the following Labor Code violations:

- a. TOF has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Duran and other aggrieved employees all overtime and/or double-time compensation earned;
- b. TOF has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Duran and other aggrieved employees at least the statutory minimum wage for all hours worked;
- c. TOF has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Duran and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;
- d. TOF has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Duran and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- e. TOF has violated Labor Code §§ 226 and 1198 by failing to furnish Mr. Duran and other aggrieved employees with accurate and complete itemized wage statements;
- f. TOF has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Mr. Duran and other aggrieved employees for business expenses incurred in the course of their employment;
- g. TOF has violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records of the hours worked by, meal periods taken by, and other records regarding Mr. Duran and other aggrieved employees.

Labor and Workforce Development Agency

December 10, 2024

Page 6 of 6

Pursuant to Labor Code section 2699.3, please notify our office and TOF if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "tuvia@marqueelaw.com" <tuvia@marqueelaw.com>

Tue, Dec 10, 2024 at 3:50 PM

12/10/2024

LWDA Case No. LWDA-CM-1066476-24
Law Firm : Marquee Law Group, APC
Plaintiff Name : Daniel Duran
Employer: Turf Operation Fresno, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

May 27, 2026

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Via E-Mail

Turf Operation Fresno, Inc.
c/o Daniella Crisanti, Esq.
daniella@sw2law.com
Sagaser, Watkins & Wieland PC
5260 N. Palm Avenue, Suite 400
Fresno, California 93704

Re: *Daniel Duran v. Turf Operation Fresno, Inc, et al*
LWDA Case No. LWDA-CM-1066476-24

To Whom It May Concern:

This letter supplements the original PAGA notice letter that was submitted by Daniel Duran (“Mr. Duran”), a former employee of Turf Operation Fresno, Inc. (“TOF”), on or about December 10, 2024. The original PAGA notice letter is attached hereto as **Exhibit A** and incorporated herein by reference. Specifically, this letter adds a claim for failure to timely pay final wages in violation of Labor Code §§ 201-203.

For purposes of this letter, “aggrieved employees” are all former non-exempt California employees of TOF whose employment with TOF ended at any time from one year prior to the date of Plaintiff’s original PAGA notice through the date that judgment is entered in Mr. Duran’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

As a result of TOF’s unlawful practices described in the original PAGA notice letter, Plaintiff alleges that TOF has failed to timely pay final wages to Mr. Duran and other aggrieved employees.

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As described above, TOF committed the following violations of the California Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in addition to those identified in the original PAGA notice:

Failure to Timely Pay Final Wages

As alleged herein, TOF has failed to pay Mr. Duran and other aggrieved employees all wages owed to them at the time of termination of employment, including but not limited to all minimum and overtime wages, and meal and rest period premium wages. This violates Labor Code §§ 201-202, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

As an “aggrieved employee,” Mr. Duran will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Duran’s investigation, and on information and belief, TOF has committed the following Labor Code violations, in addition to the violations identified in his original PAGA notice letter:

- a. TOF has violated Labor Code §§ 201-203 by failing to pay Mr. Duran and other aggrieved employees all wages due at the separation of their employment.

Pursuant to Labor Code section 2699.3, please notify our office and TOF if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin

EXHIBIT A



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

December 10, 2024

Via Online Filing

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

Via U.S. Certified Mail

Turf Operation Fresno, Inc.
c/o Corporate Creations Network, Inc.
801 US Highway 1
North Palm Beach, FL 33408

Via Certified Mail

Turf Operation Fresno, Inc.
1900 S. Van Ness Avenue
Fresno, CA 93721

Re: *Daniel Duran v. Turf Operation Fresno, Inc, et al*

To Whom It May Concern:

Please be advised that this law firm represents Daniel Duran (“Mr. Duran”) in claims arising from his employment with Turf Operation Fresno, Inc. and Does 1 through 100 (collectively, “TOF”). Mr. Duran is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to TOF’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees of TOF who have worked for TOF in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Mr. Duran’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

TOF provides landscaping services in several areas in California’s Central Valley, including (but not limited to) Tulare, Fresno, and Kings counties. Mr. Duran is employed by TOF as a non-exempt Lawn Technician.

During his employment with TOF, Mr. Duran and other aggrieved employees have worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, but TOF has failed to pay Mr. Duran’s and other aggrieved employees’ overtime wages at 1.5 times their “regular rate” of pay. Specifically, in addition to hourly wages, Mr. Duran and other aggrieved employees earn non-discretionary “Production Pay” and/or other forms of compensation that cannot be excluded from the regular rate (these forms of pay shall be referred to herein collectively as “Incentive Pay”), but TOF fails to incorporate the

Incentive Pay into the regular rate when calculating overtime compensation, resulting in underpaid overtime wages. For example, in the pay period of September 14-27, 2024, Mr. Duran's wage statement reflects that he worked more than 12 hours of overtime and also earned \$251.98 in Production Pay. However, TOF paid Mr. Duran's overtime wages at \$27.00 per hour, which was 1.5 times his *base* hourly rate of \$18.00, not 1.5 times his "regular rate" of pay. On information and belief, TOF has likewise underpaid overtime wages to other aggrieved employees during the relevant time period by failing to incorporate the value of Incentive Pay into the regular rate.

TOF has also failed to provide meal periods to Mr. Duran and other aggrieved employees as required under California law. Specifically, Mr. Duran was told by management that "nobody takes lunches or breaks in order to hit production" (or words to that effect), and that, if he wanted to eat a meal, he should do so while driving between appointments. TOF explained to Mr. Duran that "production" was the paramount consideration and should take precedence over taking breaks. As a result of this culture and direction from TOF, Mr. Duran and other aggrieved employees frequently would either miss their meal breaks altogether, take meal periods late (i.e., after 5 hours of work), take less than 30 minutes, and/or take their meal periods while on duty. Moreover, TOF has failed to provide Mr. Duran and other aggrieved employees with second meal periods on shifts over 10 hours.

Despite failing to provide Mr. Duran and other aggrieved employees with legally compliant meal periods, TOF has failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, TOF has maintained no payroll code or other mechanism for paying meal period premiums when TOF fails to provide a legally compliant meal period.

Moreover, despite failing to provide meal periods, TOF has consistently added a 30-minute unpaid meal period to Mr. Duran's and other aggrieved employees' time records after-the-fact. This practice has resulted in Mr. Duran and other aggrieved employees not being paid for those 30 minutes which should have been paid (since they were not provided with lawful, off-duty meal periods), by unlawfully deducting this time from their wages. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

In or about mid-November 2024, Mr. Duran submitted a written complaint about TOF's unlawful meal periods practices. In response, Mr. Duran's manager told him that Mr. Duran was "waiving his lunches." This was news to Mr. Duran, as he had never agreed to waive his lunches, and regardless, Mr. Duran's meal periods were not subject to waiver since he consistently works more than 6 hours per workday. Moreover, if Mr. Duran (or any other employee) had truly waived their lunches, then TOF should have paid them for that time, rather than deduct 30 minutes from their time records.

TOF has also failed to authorize and permit compliant rest periods to Mr. Duran and other aggrieved employees. As with meal periods, TOF emphasizes "production" over everything, and does not authorize or permit off-duty rest periods, and thus, any "breaks" are taken while driving between appointments or otherwise while on-duty. Nor does TOF authorize or permit a third rest period on shifts over 10 hours. Despite failing to authorize

and permit legally compliant rest periods to Mr. Duran and other aggrieved employees, TOF has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, TOF has maintained no payroll code or other mechanism for paying rest period premiums when TOF fails to authorize and permit a legally compliant rest period.

TOF has also required Mr. Duran and other aggrieved employees to incur business expenses without reimbursement. For example, Mr. Duran and other employees are required to use their personal cell phones for work purposes, including but not limited to downloading and using the “Podium” application (to solicit and obtain customer reviews), downloading and using the “Paychex” application to clock in and clock out, and using the GPS application on their personal cell phones whenever the company phone’s GPS does not work (which happens frequently).

Despite requiring Mr. Duran and other employees to use their personal property for work-related purposes, TOF has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Mr. Duran and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

As a result of TOF’s unlawful practices described above, TOF has maintained inaccurate time and payroll records, and has issued inaccurate wage statements to Mr. Duran and other aggrieved employees.

On information and belief, TOF has engaged in the above unlawful practices throughout the relevant time period and continuing to the present.

As described above, TOF committed, and continues to commit, the following violations of the California Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”):

Minimum Wage Violations

TOF was, and is, required to pay Mr. Duran and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 5, § 4. As alleged above, TOF maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Duran and other aggrieved employees for all hours worked. As a result of these policies/practices, Mr. Duran and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

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Overtime Violations

TOF was, and is, required to properly compensate its non-exempt employees, including Mr. Duran and other aggrieved employees, for all overtime hours worked pursuant to Labor Code §§ 510 and 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 5, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, TOF has failed to properly pay overtime and/or double-time wages to Mr. Duran and other non-exempt aggrieved employees, in violation of California law.

Meal Period Violations

As alleged herein, TOF has failed in its affirmative obligation to provide its employees in California, including Mr. Duran and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite TOF’s violations, TOF has not paid an additional hour of pay to Mr. Duran and other aggrieved employees at their respective “regular rates of compensation,” in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Rest Period Violations

As alleged herein, TOF has failed in its affirmative obligation to authorize and permit its aggrieved employees in California, including Mr. Duran and other aggrieved employees, all legally-compliant rest periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite TOF’s violations, TOF has not paid an additional hour of pay to Mr. Duran and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 516, and 1198.

Failure to Reimburse Expenses

Mr. Duran and other aggrieved employees have been required to use their personal cell phones and/or other personal items for work purposes and/or purchase other items for work without reimbursement. Although Mr. Duran and other aggrieved employees have incurred these expenses in direct discharge of their job duties and/or at TOF’s direction, TOF has not reimbursed them for their necessary work expenditures during the relevant time period. TOF’s policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Duran and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Wage Statement and Recordkeeping Violations

As alleged above, TOF has, as a matter of uniform policy and practice, failed to furnish Mr. Duran and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). TOF has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken.

Mr. Duran is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Duran will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Duran's investigation, and on information and belief, TOF has committed the following Labor Code violations:

- a. TOF has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Duran and other aggrieved employees all overtime and/or double-time compensation earned;
- b. TOF has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Duran and other aggrieved employees at least the statutory minimum wage for all hours worked;
- c. TOF has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Duran and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;
- d. TOF has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Duran and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- e. TOF has violated Labor Code §§ 226 and 1198 by failing to furnish Mr. Duran and other aggrieved employees with accurate and complete itemized wage statements;
- f. TOF has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Mr. Duran and other aggrieved employees for business expenses incurred in the course of their employment;
- g. TOF has violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records of the hours worked by, meal periods taken by, and other records regarding Mr. Duran and other aggrieved employees.

Labor and Workforce Development Agency

December 10, 2024

Page 6 of 6

Pursuant to Labor Code section 2699.3, please notify our office and TOF if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <no-reply@formassembly.com>
To: tuvia@marqueelaw.com

Wed, May 27, 2026 at 10:14 AM

05/27/2026 10:14:32 AM

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

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm