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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

ALAMEDA COUNTY

MAURILLIO SALCEDO FLORES, individually
 and on behalf of all others similarly situated,

Plaintiff

v.

SWANSON LANDSCAPING, INC., a California
 Corporation; and DOES 1 through 20, inclusive,

Defendants.

JUAN MANUEL LOPEZ, individually and on
 behalf of all others similarly situated,

Plaintiffs,

vs.

SWANSON LANDSCAPING, INC.,
 GEOFFREY O. SWANSON, and DOES 1-50,
 inclusive,

Defendants.

FILED
 ALAMEDA COUNTY

JUL 27 2021

CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

Case No. HG 20051571
 Case No. RG 20062042

ASSIGNED FOR ALL PURPOSES TO
 Hon. Brad Seligman
 Department 23

CONSOLIDATED CLASS ACTION

**[PROPOSED] ORDER OF FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT, ATTORNEYS' FEES,
 COSTS, SERVICE AWARDS, AND
 JUDGMENT**

**Date: July 27, 2021
 Time: 3:00 p.m.
 Reservation No. R-2251726**

1 The Motion for Final Approval of a Class Settlement, Attorneys' Fees, Costs, and Service
2 Awards came before this Court, Hon. Brad Seligman presiding, for hearing on July 27, 2021 at
3 3:00 p.m. The Parties have entered into a Settlement Agreement, a copy of which was submitted
4 with the Motion. The Court, having reviewed and considered the Motion, its accompanying
5 memorandum, the Settlement Agreement, and the file in the case, **HEREBY ORDERS AND**
6 **MAKES THE FOLLOWING DETERMINATIONS:**

7 1. Pursuant to the Preliminary Approval Order of April 5, 2021, the Class Notice was
8 mailed to all members of the Class by first-class U.S. mail. The Notice informed the Class of the
9 terms of the Settlement, of their right to receive their proportional Settlement Payment, of their
10 right to request exclusion from the Class and the Settlement, of their right to comment upon or
11 object to the Settlement and to appear in person or by counsel at the final approval hearing on this
12 date.

13 2. In response to the Notice, no member of the Class filed objections to the Settlement,
14 or stated an intention to appear at the final approval hearing. No member of the Class requested to
15 be excluded from the Settlement.

16 3. The Court finds and determines that this notice procedure afforded adequate
17 protection to Class Members and provides the basis for the Court to make an informed decision
18 regarding approval of the Settlement based on the Class Members' response. The Court finds and
19 determines that the Notice provided in this Consolidated Action was the best notice practicable,
20 which satisfied the requirements of due process.

21 4. In making this finding of final approval, the Court considered the nature of the
22 claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement payments
23 among the Class Members, and the fact that Defendants do not admit any liability and do not
24 characterize this settlement as an admission of liability as to any claim that was or could have been
25 asserted by any party, and the fact that the settlement represents a compromise of the parties'
26 respective positions rather than the result of a finding of liability at trial. The Court finds that the
27 parties conducted reasonable investigation, research, and discovery and that their attorneys were
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1 able to reasonably evaluate their respective positions. The Court further finds that the Settlement
2 was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a
3 neutral mediator. The Court also finds that the Settlement will enable the parties to avoid additional
4 and substantial litigation costs, as well as delay and risks if the parties were to continue to litigate
5 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
6 recognize the significant value accorded to the Class. The Court further finds that the terms of the
7 settlement have no obvious deficiencies and do not improperly grant preferential treatment to any
8 individual Class Member.

9 5. The Court finds and determines that the terms of the Settlement are fair, reasonable,
10 and adequate to the Class and to each Class Member. As such, the Court hereby grants FINAL
11 APPROVAL to the settlement as, in all respects, fair, adequate and reasonable, and directs the
12 parties to effectuate the settlement according to its terms.

13 6. The Court has certified a Class, as that term is defined in and by the terms of the
14 Settlement Agreement and the Court deems this definition sufficient for purposes of California
15 Rule of Court 3.765(a).

16 7. The Court hereby confirms Maurillio Salcedo Flores and Juan Manuel Lopez as the
17 appointed Class Representatives, and the Court finds and determines that service payments to them
18 of \$7,500 each are appropriate under the circumstances of the case and the time and effort spent by
19 Plaintiffs in litigating the case on behalf of the Class.

20 8. The Court finds and determines that the individual Settlement Payments provided
21 for by the terms of the Settlement are fair and reasonable. The Court hereby grants final approval
22 and orders the payment of those Settlement awards to the participating members of the Class in
23 accordance with the terms of the Settlement.

24 9. Cristina Molteni of Molteni Employment Law and Jessica Campbell and Alexander
25 Davies of Aegis Law Firm are hereby confirmed as the appointed Class Counsel.

26 10. Pursuant to the terms of the settlement, and the authorities, evidence and argument
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
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1 of \$180,000, and litigation costs in the amount of \$16,187.97 to be paid from the settlement fund
2 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
3 and/or owed to Class Counsel. The Court hereby orders that the Settlement Administrator
4 maintain in an interest-bearing account 10% of the attorneys' fees, pending the submission and
5 approval of a final accounting report after the completion of the distribution process. A compliance
6 hearing will be set for June 7, 2022 at 3:00 p.m. A compliance status report must be filed (5) court
7 days prior to the compliance hearing explaining how many Class Members cashed their checks,
8 identifying any unresolved issues, stating how much money (if any) remains in the Net Settlement
9 Amount, and any other information that will permit the Court to further evaluate the conclusion of
10 the settlement process. Prior to the compliance hearing, Class Counsel shall also submit a
11 proposed amended judgment pursuant to section 384 of the California Code of Civil Procedure.

12 11. The Court finds and determines that the payment to ILYM Group, in the amount of
13 \$4,000 is fair and reasonable. The Court hereby awards ILYM Group the amount of \$4,000 in
14 administrative costs for its work on the settlement administration in this case.

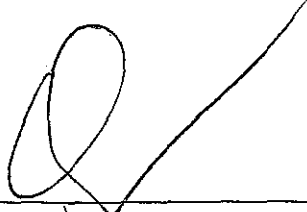
15 12. The Court finds and determines that payment to the California Labor and Workforce
16 Development Agency of \$22,500 as its share of the settlement of civil penalties in this case is fair,
17 reasonable, and appropriate. The Court hereby awards LWDA the amount of \$22,500 for its share
18 of the settlement of civil penalties.

19 13. The terms of the settlement provide that Defendants will fund the settlement amount
20 within ninety (90) days after the court enters an order granting final approval of the Settlement
21 Agreement and Release. The Court hereby orders that ILYM Group send settlement checks to the
22 Class, service payment checks to the Class Representatives, civil penalties allocation to LWDA,
23 and attorneys' fees and costs to Class Counsel and to make the payment to itself for its settlement
24 administration fees in accordance with the settlement terms.

25 14. Defendants or any related persons or entities shall not have any further liability for
26 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
27 provided for by the Settlement Agreement.
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Dated: 7/27/21



Honorable Brad Seligman
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: HG20051571 (Consolidated with RG20062042)

Case Name: Flores vs Swanson Landscaping, Inc.

RE: ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES,
COSTS, SERVICE AWARDS, AND JUDGMENT

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 07/29/2021

Sonya De Baca

Courtroom Clerk, Dept. 23

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
René C. Davidson Courthouse
1225 Fallon Street
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JC
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