

ORIGINAL

1 Gregory P. Wong (SBN: 204502)
2 BARKHORDARIAN LAW FIRM, PLC
3 6047 Bristol Parkway, Second Floor
4 Culver City, CA 90230
5 Telephone: (323) 450-2777
6 Email: greg@barklawfirm.com

7 Attorneys for Plaintiff
8 Leopoldo Rodriguez on behalf of himself
9 and all others similarly situated

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

12 LEOPOLDO RODRIGUEZ, on behalf of
13 themselves and all others similarly situated,

14 Plaintiffs,

15 v.

16 GOLDEN LEAF LANDSCAPE CARE, INC.,
17 a California Corporation; and DOES 1 through
18 100, inclusive,

19 Defendants.

CASE NO.: 20STCV05547

Assigned for All Purposes to:
Hon. Daniel J. Buckley (Dept. 1)

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: July 19, 2021
Time: 10:30 a.m.
Location: Dept. 1

Action Filed: February 13, 2020
Trial Date: None Set

FILED

FILED
Superior Court of California
County of Los Angeles

AUG 16 2021

Sherri R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy

MAR 26 2021

S. DREW

1 Plaintiff Leopoldo Rodriguez (hereinafter "Plaintiff") motion for an Order Preliminarily
2 Approving a Class Action Settlement and setting a Final Approval Settlement Fairness Hearing was
3 heard by the court on July 19, 2021. Plaintiff's motion was not opposed by Defendant Golden Leaf
4 Landscape Care, Inc. ("Defendant") The Court has considered the Joint Stipulation of Settlement
5 (hereinafter the "Stipulation") and all other papers filed in this action.

6 **NOW THEREFORE, IT IS HEREBY ORDERED:**

7 1. All defined terms contained herein shall have the same meanings as set forth in the
8 Stipulation.

9 2. The Plaintiff and Defendant, through their counsel of record in the Litigation, have
10 reached an agreement to settle all claims in the Litigation on behalf of the Class as a whole.

11 3. The Court hereby conditionally certifies the following Class for settlement purposes
12 only: All hourly non-exempt gardeners, clerical office employees, and field managers and supervisors
13 who work or formerly worked for Defendant within the State of California during the Class Period.

14 4. Should for whatever reason the Stipulation and Judgment not become Final, the fact
15 that the parties were willing to stipulate to certification of a class as part of the Stipulation shall have
16 no bearing on or be admissible in connection with the issue of whether a class should be certified in
17 a non-settlement context.

18 5. The Court appoints and designates: (a) Plaintiff Leopoldo Rodriguez as the Class
19 Representative and (b) Gregory P. Wong of the Barkhordarian Law Firm PLC, as Class Counsel for
20 the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
21 required by, or which may be given, pursuant to the Stipulation, and such other acts reasonably
22 necessary to finalize the Stipulation and its terms. Any Class Member may enter an appearance
23 through his or her own counsel at such Class Member's own expense. Any Class Member who does
24 not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

25 6. The Court hereby approves the terms and conditions provided for in the Stipulation.

26 7. The Court hereby preliminarily approves the Stipulation and the Gross Settlement
27 Sum in the amount of \$100,000.00, which is to be distributed as follows: Out of the Gross Settlement
28 Sum: (a) \$5,000.00 is to be paid to the Class Representative for his services to the Class; (b) upon

1 approval of the court pursuant to Class Counsel's motion for attorneys' fees and costs, a total of up
2 to \$33,333.33 shall be paid to Class Counsel for attorneys' fees and up to \$9,500.00 shall be paid to
3 Class Counsel as reimbursement of actual costs incurred; (c) the Claims Administrator shall be paid
4 for its fees and costs relating to the claims administration process which is expected to not exceed
5 \$12,500.00; and (d) a Private Attorney General Action ("PAGA") payment in the amount of
6 \$10,000.00, from which 75% will be paid to the Labor Workforce Development Agency (with the
7 remaining 25% to "aggrieved employees"). The Court further hereby preliminarily approves the
8 formulas provided in the Stipulation regarding Individual Settlement Amounts.

9 8. The Court finds that on a preliminary basis the Stipulation appears to be within the
10 range of reasonableness of a settlement, including the Class Representative service award, the PAGA
11 payment; Class Counsel fees and costs, the claims administration fees and the allocation of individual
12 settlement payments, that could ultimately be given final approval by this Court. It appears to the
13 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
14 Class Members when balanced against the probable outcome of further litigation relating to liability
15 and damages issues. It also appears that extensive and costly investigation, research, and court
16 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
17 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
18 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be
19 presented by the further prosecution of the Litigation. It also appears that settlement has been reached
20 as a result of intensive, serious, and non-collusive, arms-length negotiations.

21 9. A hearing (the "Settlement Fairness Hearing") shall be held before this Court on
22 12/6/21 at 10:30am in Department 1 of the above listed Superior Court of the State of
23 California, County of Los Angeles to determine all necessary matters concerning the Stipulation,
24 including whether the proposed settlement of the action on the terms and conditions provided for in
25 the Stipulation is fair, adequate, and reasonable and should be finally approved by the Court and
26 whether a Judgment, as provided in the Stipulation, should be entered herein. At this same time, a
27 hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and the
28 Class Representative's service award shall also be held.

1 10. The Court hereby approves, as to form and content, the Notice of Proposed Class
2 Action Settlement to be sent to Class Members, which is attached as an exhibit to the Stipulation.
3 The Court finds that distribution of the Class Notice to Class Members substantially in the manner
4 and form set forth in the Stipulation and this Order meet the requirements of due process and shall
5 constitute due and sufficient notice to all parties entitled thereto.

6 11. The Court appoints and designates CPT Group, Inc. as the Claims Administrator. The
7 Court hereby directs the Claims Administrator to provide the approved Notice of Proposed Class
8 Action Settlement to Class Members using the procedures set forth in the Stipulation.

9 12. Any Class Member may choose to opt out of and be excluded from the settlement
10 (except as to the PAGA payment) as provided in the Stipulation and Class Notice and by following
11 the instructions for requesting exclusion. Any person who timely and properly opts out of the
12 settlement will not be bound by the Stipulation except as to the PAGA settlement or have any right
13 to object, appeal, or comment thereon. Any Opt-Out request must be signed by each such Class
14 Member opting out and must otherwise comply with the requirements delineated in the Class Notice.
15 Class Members who have not requested exclusion by submitting a valid and timely Opt Out request,
16 by the Opt-Out Deadline, shall be bound by all determinations of the Court, the Stipulation, and
17 Judgment.

18 13. Any Class Member may object to the Stipulation or express his or her views regarding
19 the Stipulation and may present evidence and file briefs or other papers that may be proper and
20 relevant to the issues to be heard and determined by the Court as provided in the Class Notice. No
21 Class Member, however, shall be heard or entitled to object, and no papers or briefs submitted by any
22 such person shall be received or considered by the Court, unless on or before the Objection Deadline
23 the Class Member or Person or his or her counsel properly filed their objections with the Court and
24 served their objections on Class Counsel and Defense Counsel as provided in the Stipulation and
25 Class Notice. Any Class Member who does not make his or her objection in the manner provided for
26 in the Stipulation and Class Notice, including by the Objection Deadline, shall be deemed to have
27 waived such objection and shall forever be foreclosed from making any objection to the Stipulation.

28 14. Defendant must exercise any right it may have to terminate the Stipulation by no later

1 than thirty (30) calendar days after the Opt-Out Deadline.

2 15. The Motion for Final Approval shall be filed by the Class Representative no later than
3 sixteen (16) court days before the Settlement Fairness Hearing.

4 16. In the event that the Effective Date occurs, all Settlement Class Members and Class
5 Representative will be deemed to have forever released and discharged the Released Claims
6 applicable to them.

7 17. The Court reserves the right to adjourn or continue the date of the Settlement Fairness
8 Hearing and all dates provided for in the Stipulation without further notice to the Class and retains
9 jurisdiction to consider all further applications arising out of or connected with the Stipulation.

10 **IT IS SO ORDERED.**

11
12
13 DATED: 8/16/21



14
15 The Honorable Daniel J. Buckley
16 Judge of the Superior Court
17
18
19
20
21
22
23
24
25
26
27
28