

MAR 09 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JOSE DE JESUS ORTEGA VELAZQUEZ
on behalf of himself, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

HUNTER LANDSCAPE, INC.; HUNTER
ENVIRONMENTAL SERVICES, INC;
and DOES 1-100,

Defendants.

JOSE CAMARGO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HUNTER LANDSCAPE, INC., a
California corporation; HUNTER
ENVIRONMENTAL SERVICES, INC, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVDS1928062 consolidated with Case
No. CIVDS2009753

*[Assigned for All Purposes to the Hon. David S.
Cohn, Dept. S-26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: March 9, 2022
Time: 10:00 a.m.



1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action (the "Action").
3 Plaintiffs Jose de Jesus Ortega Velazquez and Jose Camargo have applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Settlement Agreement (the
5 "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a
6 proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
7 read and considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for
8 Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice,
9 Setting of Final Approval Hearing Date; the Declaration of David Mara, Esq., in Support of Plaintiff's
10 Motion for Preliminary Approval of Class Action Settlement, and attached exhibits; the Declaration of
11 Scott Lidman, Esq.; and the Declaration of Paul Haines, Esq. For purposes of this Order, the Court adopts
12 all defined terms as set forth in the Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiffs' motion for preliminary approval
15 and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Agreement falls within the range of reasonableness meriting possible final approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that: (1)
18 the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
19 (2) there are questions of law and fact common to the Class which predominate over any individual
20 questions; (3) Plaintiffs' claims are typical of the claims of the Class; (4) Plaintiffs and their Counsel have
21 fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-
22 wide resolution of the action via class settlement procedures is superior to other available methods for the
23 fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable,
25 and is an adequate settlement of this case and is in the best interests of the Class in light of the factual,
26 legal, practical, and procedural considerations raised by this case.

1 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
2 Representatives, and their appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as Class
4 Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due
5 process.

6 6. The notice of proposed class action settlement attached as Exhibit 1 to the Agreement
7 complies with due process because the notice of proposed class action settlement is reasonably calculated
8 to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Agreement;
9 and (iii) their rights, including the right to either participate in the settlement, exclude themselves from
10 the settlement, or object to the settlement. Plaintiffs' proposed plan for class notice and settlement
11 administration is the best notice practicable under the circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary
14 approval, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just,
16 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All current
18 and former non-exempt individuals employed by Defendants in California during any portion of the Class
19 Period.

20 3. The Agreement provides for the following release as to Participating Class Members,¹
21 which is hereby approved conditionally: Any and all claims, debts, liabilities, demands, obligations,
22 penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever
23 kind or nature, contingent or accrued, that were alleged or that reasonably could have been alleged based
24 on the facts alleged in the Action, as amended and consolidated on September 9, 2021, that accrued in,
25 or are reasonably related to the allegations in the Action. This release includes, without limitation, release
26 of all claims for alleged unpaid wages, including, failure to pay minimum wages, straight time

27
28 ¹ Participating Class Members are Class Members who have not timely requested exclusion from the Settlement.

1 compensation, overtime compensation, double-time compensation, and interest, the calculation of the
2 regular rate of pay, wages related to bonuses, payment for all hours worked, including off-the-clock work,
3 reporting time pay, failure to provide meal periods, failure to authorize and permit rest periods, failure to
4 authorize and permit recovery periods, failure to provide accurate itemized wage statements, failure to
5 keep accurate records, failure to pay all wages owed upon termination of employment, failure to
6 reimburse for business expenses, illegal deductions, claims for unfair competition based upon any of the
7 foregoing, declaratory relief, penalties, including recordkeeping penalties, wage statement penalties,
8 minimum-wage penalties, and waiting-time penalties, and all claims related to the foregoing arising
9 under: the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; the
10 PAGA; California Business and Professions Code section 17200, *et seq.*; the FLSA, 29 U.S.C. § 201
11 *et seq.*; and federal common law. The Released Claims also include claims for civil penalties that accrued
12 during the PAGA Period under PAGA to the extent they were alleged or reasonably could have been
13 alleged based on the factual allegations in the PAGA Notices filed with the LWDA by Plaintiffs or any
14 pleadings filed in the Action by Plaintiffs. The Released Claims shall be released for the Class Period.

15 3. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls
16 within the range of reasonableness and appears to be presumptively valid, subject only to any objections
17 that may be raised at the final approval hearing and final approval by this Court.

18 4. Plaintiffs Jose de Jesus Ortega Velazquez and Jose Camargo are conditionally approved as
19 the Class Representatives for the Class.

20 5. The proposed Class Representative Enhancement Payments of \$7,500, each, payable to
21 Jose de Jesus Ortega Velazquez and Jose Camargo for their services as class representatives are
22 conditionally approved.

23 6. Mara Law Firm, PC, Lidman Law, APC, and Haines Law Group, APC, are conditionally
24 approved as Class Counsel for the Class.

25 7. The proposed awards of up to \$333,333.33 in attorneys' fees and up to \$40,000 in actual
26 costs payable to Class Counsel are conditionally approved.

27 8. A final approval hearing on the question of whether the settlement, attorneys' fees and
28

costs to Class Counsel, and the Class Representative Enhancement Payments should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department S26 on the date and time set forth in the Implementation Schedule below.

9. The Court confirms Simpluris as the Settlement Administrator.

10. The proposed payment of up to \$15,500 in costs to Simpluris for its services as the Settlement Administrator is conditionally approved.

11. The Court also hereby conditionally approves and orders payment from the Gross Settlement Fund of the PAGA Payment of \$75,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall become part of the Net Settlement Fund distributable to PAGA Members²).

12. The Court approves, as to form and content, the notice of class action settlement in substantially the form attached as Exhibit 1 to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

13. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14. To facilitate administration of the settlement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Agreement unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing valid Requests for Exclusion with the Settlement Administrator has elapsed. This provision shall not apply to claims not alleged in the Action.

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² All current and former non-exempt individuals employed by Defendants in California during any portion of the PAGA Period.

1 **IV. IMPLEMENTATION SCHEDULE**

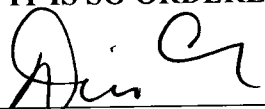
2 The Court orders the following Implementation Schedule for further proceedings:

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4 Deadline for Defendant to submit Class 5 Data to Settlement Administrator:	March 23, 2022 [14 calendar days after entry of this Order]
6	
7 Deadline for Settlement Administrator to 8 Mail the Class Notice to Class Members	April 2, 2022 [10 calendar days after receipt of the Class List and Data]
9	
10 Deadline for Class Members to Postmark 11 Requests for Exclusion or Objections	May 17, 2022 [45 calendar days after mailing of Notice to Class Members]
12	
13 Deadline for Class Counsel to file Motion 14 for Final Approval of Settlement, 15 Attorneys' Fees and Costs, and Class Representative Enhancement Payment	16 court days before Final Approval Hearing
16	
17 Final Approval Hearing and Final Approval	<u>7/13</u> , 2022, at <u>10:00</u>
18	

19 **IT IS SO ORDERED.**

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21 Dated: 3/9, 2022

22 By 
23 Honorable David Cohn
24 San Bernardino County Superior Court Judge
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