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10 *Attorneys for Plaintiff*
11 **JOSE BALTAZAR COREAS**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14 JOSE BALTAZAR COREAS, an individual,
15 individually and on behalf of others similarly
16 situated and as an aggrieved employee and
Private Attorney General,

17 Plaintiff,

18 vs.

19 OAKRIDGE LANDSCAPE, INC., a
20 California corporation; and DOES 1 through
20, inclusive,

21 Defendants.
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Case No.: 20STCV11184

*Assigned for all purposes to: Honorable
Daniel S. Murphy, Dept. 32*

**NOTICE OF ENTRY OF FINAL
ORDER AND JUDGMENT**

Complaint Filed: March 20,
Trial Date: Not set

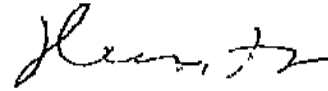
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on June 15, 2022, the Honorable Daniel S. Murphy in
3 Department 32 in the above-entitled Court, located at 111 North Hill Street, Los Angeles,
4 California 90012, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 June 15, 2022.

7 Dated: June 15, 2022

PROTECTION LAW GROUP, LLP

8
9 By:



Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff
JOSE BALTAZAR COREAS

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EXHIBIT A

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Attorneys for Plaintiff
JOSE BALTAZAR REYES COREAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JOSE BALTAZAR REYES COREAS,
individually and on behalf of others similarly
situated and as an aggrieved employee and
Private Attorney General,

Plaintiff,

v.

OAKRIDGE LANDSCAPE, INC., a
California corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No.: 20STCV11184

[Assigned for all purposes to the Hon. Daniel
S. Murphy, Dept. 32]

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Date: June 15, 2021
Time: 8:30 a.m.
Dept: 32

RESERVATION ID: 604193814259

FILED

Superior Court of California
County of Los Angeles

06/15/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: S. Luqueno Deputy

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on June 15, 2022, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Stipulated Settlement Agreement and Release of Claims
6 (“Agreement” or “Settlement”), and due and adequate notice having been given to all Settlement
7 Class Members as required in the Preliminary Approval Order, and the Court having considered
8 all papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. Consistent with the definitions provided in the Agreement, the terms “Settlement
12 Class” and “Settlement Class Members” shall mean the following: “All non-exempt employees
13 employed by Defendant Oakridge Landscape, Inc. at any time between March 20, 2016, and
14 October 31, 2021.”

15 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
16 to this Action, including all Settlement Class Members.

17 4. Distribution of the Notice directed to the Settlement Class Members as set forth in
18 the Agreement and the other matters set forth therein has been completed in conformity with the
19 Preliminary Approval Order, including individual notice to all Settlement Class Members who
20 could be identified through reasonable effort, and the best notice practicable under the
21 circumstances. The Notice provided due and adequate notice of the proceedings and of the matters
22 set forth therein, including the proposed Settlement set forth in the Agreement, to all persons
23 entitled to such Notice, and the Notice fully satisfied the requirements of due process. All
24 Settlement Class Members and all Released Claims are covered by and included within the
25 Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon the funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members shall fully release and discharge Defendant Oakridge Landscape, Inc. and all of its present and former officers, directors, members, managers, shareholders, agents, attorneys parents, principals, heirs, subsidiaries, insurers, operators, partners, professional employment organizations, successors and assignees (the “Released Parties”) from all claims alleged or that could have been alleged based on the facts contained in the operative First Amended Class Action and PAGA Complaint including (1) claims for unpaid wages (including but not limited to overtime pay, minimum wage, regular wages, salary, missed meal period premium pay, missed rest period premium pay, failure to pay wages of terminated or resigned employees, or other benefits), and claims for interest, penalties, or premiums in connection therewith, as well as any claims under the California Labor Code, California Wage Orders, and the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (FLSA); (2) claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226; (3) claims for failure to keep accurate payroll records under

1 California Labor Code section 1174; (4) claims for unreimbursed business expenses pursuant to
2 California Labor Code §2802; (5) claims for failure to provide or make available meal and rest
3 periods as required under California Labor Code §512 and IWC Wage Orders; (6) violations of
4 the California Labor Code, California Private Attorneys' General Act ("PAGA") (Lab. Code
5 §2699, et seq.) that were alleged in both the Notice to the LWDA and pled in the First Amended
6 Complaint; (7) violation of California Business and Professions Code Section 17200, et seq.
7 and;(8) all other claims under California common law, the California Labor Code, California
8 Wage Orders, the California Business and Professions Code, that could have arisen based upon
9 the facts set forth in the Complaint including alleged violation of California Labor Code sections
10 201-204, 210, 215-216 218.5, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1174.5, 1194,
11 1194.2, 1197, 1197.1, 1198, 1199 2698, 2699, 2802, California Business and Professions Code
12 sections 17000 and 17200 et. Seq., the relevant Wage Orders issued by the Industrial Welfare
13 Commission, or any other claim for any statutory or civil penalty that have been, or could have
14 been, asserted based on the facts alleged in the operative First Amended Complaint under
15 California law and the FLSA that arise from the allegations as pled including claims for damages,
16 reimbursement, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts,
17 interest, injunctive or declaratory relief, liquidated damages or similar relief (the "Released
18 Claims") that arose between March 20, 2016, and October 31, 2021. (the "Release Period").

19 7. No Settlement Class Member objected to the terms of the Settlement.

20 8. No Settlement Class Member, requested to be excluded from the terms of the
21 Settlement. Accordingly, this Judgement is binding on all Settlement Class Members.

22 9. The Court finds the settlement payments provided for under the Agreement to be
23 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the
24 Court orders Defendant to fund the Maximum Settlement Amount of \$1,250,000.00 within 60 days
25 of the Effective Date to provide payments for Participating Class Members' settlement awards, the
26 class representative service award, Class Counsel's attorney fees and costs, the Settlement
27 Administrator's fees and expenses, and penalties to the California Labor and Workforce
28 Development Agency and PAGA Members pursuant to Labor Code Section 2698 et seq. The

1 calculations and the payments shall be made administered in accordance with the terms of the
2 Agreement.

3 10. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
4 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
5 of \$437,500.00 and attorneys' costs in the amount of \$13,546.93 from the Maximum Settlement
6 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
7 incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The
8 Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
9 administered pursuant to the terms of the Agreement.

10 11. The Court hereby approves and orders a Class Representative Enhancement
11 Payment of \$10,000 Plaintiff Jose Baltazar Reyes Coreas from the Maximum Settlement Amount
12 in accordance with the terms of the Agreement.

13 12. The Court approves and orders the payment in the amount of \$56,2500.00 (75% of
14 \$75,000.00) from the Maximum Settlement Amount to the California Labor Workforce
15 Development Agency for penalties arising under the Private Attorneys General Act of 2004
16 (PAGA). The remaining \$18,750.00 (25% of \$75,000.00) shall be included in the Net Settlement
17 Amount and distributed to the Participating Class Members.

18 13. The Court also hereby approves and orders payment from the Maximum Settlement
19 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
20 ILYM Group, Inc. in the amount of \$19,200.00

21 14. The Court hereby approves and orders payment of individual settlement payments
22 from settlement to the Participating Class Members on a *pro rata* basis as set forth in the
23 Agreement.

24 15. The Court also hereby approves and orders that any checks distributed from the
25 Maximum Settlement Amount yet remaining un-cashed after 180 days of being issued shall be
26 void. All uncashed settlement checks shall be transferred California State Controller's Office
27 Unclaimed Property Fund and held in trust for those Participating Class Members.
28

1 16. Provided the Settlement becomes effective under the terms of the Agreement, the
2 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
3 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

4 17. Neither the Settlement nor any of the terms set forth in the Agreement is an
5 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
6 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
7 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
8 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
9 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
10 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
11 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
12 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
13 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
14 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
15 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
16 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
17 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
18 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
19 *estoppel*, release, or other theory of claim or issue preclusion as to the Released Claims.

20 18. Without affecting the finality of this Judgment, the Court shall retain continuing
21 jurisdiction over this action and the parties, including all Class Members, and over all matters
22 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
23 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
24 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
25 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court.

26 19. ~~A non-appearance case~~ review regarding the filing of a final report on the
27 distribution of settlement payments is set for March 13, 2023, at 8:30 a.m./p.m.

28 20. This Final Order and Judgment shall be posted on the Settlement Administrator's

1 website for a period of no less than 60 days in order to provide notice to the Class.

2 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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5 DATED: 06/15/2022



A handwritten signature in black ink, appearing to read "Daniel S. Murphy", written over a horizontal line.

6 JUDGE OF THE SUPERIOR COURT
Daniel S. Murphy / Judge