

FILED
ALAMEDA COUNTY

JUN 01 2022

CLERK OF THE SUPERIOR COURT

By Nicole Hale

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.

Case No. HG20051571

Case No. RG20062042

Assigned for All Purposes to:

Hon. Judge Brad Seligman

Dept. 23

**~~[PROPOSED]~~ AMENDED FINAL
JUDGMENT**

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.

AMENDED FINAL JUDGMENT

The Motion for Final Approval of a Class Settlement, Attorneys' Fees, Costs, and Service Awards set forth in the Joint Stipulation of Settlement and its Amendment ("Settlement Agreement") came before this Court, Hon. Brad Seligman presiding, for hearing on July 27, 2021 at 3:00 p.m, at which time the Court granted final approval. Plaintiffs submitted a Compliance Status Report, with a Declaration from the Settlement Administrator, Lluvia Islas of ILYM Group, Inc. Regarding Disbursement of Settlement Funds, dated May 31, 2022, providing a final report on the settlement administration process. The Court, having granted final approval to the Settlement Agreement, and having received the Declaration of Lluvia Islas, it is hereby **ORDERED THAT FINAL JUDGMENT BE ENTERED** as follows:

1. The Settlement Agreement shall be enforced according to its terms.
2. The Court certifies the class for settlement purposes.
3. The Court finds that there are a total of 74 participating Class Members, and zero (0) Class Members objected or requested exclusion from the Settlement.
4. The total settlement amount paid to the Class Members was \$360,248.87.
5. All settlement checks were valid for 180 days from the date of issuance. The check cashing period ended on April 30, 2022. As of May 31, 2022, six (6) outstanding settlement checks totaling \$2,063.16 were not cashed and have been cancelled. This amount constitutes unpaid cash residue or unclaimed or abandoned Class Member funds. The Court now orders, pursuant to the terms of the Settlement Agreement and Code of Civil Procedure section 384, that the unpaid cash residue or unclaimed or abandoned Class member funds, plus any accrued interest that has not otherwise been distributed pursuant to Order of the Court, be transmitted to *cy pres* recipient Centro Legal de la Raza in Oakland.
6. A total of \$22,500 was paid to the LWDA for PAGA penalties (75% of \$30,000 PAGA penalty).
7. Class Representatives Maurillio Salcedo Flores and Juan Manuel Lopez were paid a service award of \$7,500 each.

1 8. ILYM Group, Inc. is awarded administration fees amounting to \$4,000.

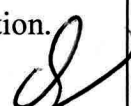
2 9. The Court approved attorneys' fees in the amount of \$180,000 and costs of
3 \$16,187.97. Pursuant to the Court's Final Approval Order, \$18,000 in fees was withheld by
4 ILYM pending submission of the final compliance report. The Court now orders ILYM to
5 release all remaining attorneys' fees to Class Counsel.

6 10. As of the date of this Final Judgment and the Effective Date, and except as to all
7 rights and claims created by this Settlement, the Named Plaintiffs MAURILIO SALCEDO
8 FLORES and JUAN MANUEL LOPEZ and all Participating Class Members, without the need
9 to manually sign a release document, shall be deemed to have fully release and discharged
10 Defendants SWANSON LANDSCAPING, INC. and GEOFFREY O. SWANSON and their
11 past, present and/or future parent companies, subsidiaries, related or affiliated companies,
12 officers, directors, shareholders, employees, agents, operators, principals, owners, heirs,
13 spouses, beneficiaries, representatives, accountants, auditors, consultants, insurers and
14 reinsurers, successors and predecessors in interest, subsidiaries, affiliates, members, divisions,
15 fiduciaries, trustees, partners, shareholders, investors, benefit plans, parents, and any
16 individual or entity that could be jointly liable with Defendants, and attorneys, if any
17 ("Released Parties") from any and all claims alleged or that could have been alleged in Named
18 Plaintiffs' Consolidated Complaint, during the Class Period, including but not limited to (1)
19 failure to pay minimum wages (2) failure to pay overtime and double time wages (3) failure to
20 provide meal periods (4) failure to authorize or permit rest periods (5) failure to furnish
21 accurate itemized wage statements and wage statement violations (6) failure to pay wages
22 upon separation of employment and within the required time (7) violation of California
23 Business and Professions Code §§17200, et seq. and (8) any claims asserted under the Private
24 Attorney General Act, based on the preceding claims ("Released Claims"). The Released
25 Claims shall be released as to Defendants and the Released Parties from the period beginning
26 January 23, 2016 through March 15, 2021. In addition, the State of California and Class
27 Members release the Released Parties from all claims exhausted in Named Plaintiffs' notices
28 sent to the LWDA and alleged in the consolidated complaint, which arose during the PAGA

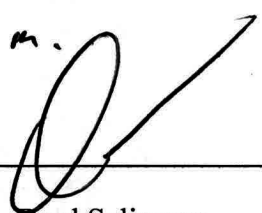
1 Period, regardless of whether Class Members opted out of the Class Settlement.

2 11. The Court finds that the settlement is fair, adequate, and reasonable.

3 12. Without affecting the finality of this Judgment, the Court shall retain continuing
4 jurisdiction over this action and the parties, including all Class Members, and over all matters
5 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
6 pursuant to Cal. Rules of Court, Rule 3.769(h). Except as provided to the contrary herein, any
7 disputes or controversies arising with or with respect to the interpretation, enforcement, or
8 implementation of the Settlement Agreement shall be presented to the Court for resolution.

9 13. See attached addendum. 

10 Date: 6/1/22


11 _____
12 Hon. Brad Seligman
13 Judge of the Superior Court
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Addendum:

No later than 5 days after receipt of notice of the entry of this amended judgment, the parties shall submit the amended judgment to the Judicial Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of service with this court confirming this.

A handwritten signature in black ink, consisting of a stylized 'Q' followed by a long, sweeping horizontal line that extends to the right.