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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF SAN BERNARDINO

18 MARIO CRUZ and BENITO MAYO JIJON,
as aggrieved employees pursuant to the Private
19 Attorneys General Act ("PAGA"), on behalf of
the State of California and other aggrieved
20 employees,

21 Plaintiffs,

22 vs.

23 BEMUS LANDSCAPE, INC., a California
corporation; and DOES 1 through 10, inclusive,

25 Defendants.

26 AND RELATED CASES
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2022

BY 
JESSICA MORALES, DEPUTY

Lead Case No. CIVSB-2105787

(Consolidated with Case No. CIVSB-2112488)

ASSIGNED FOR ALL PURPOSES TO JUDGE
HON. DAVID COHN, DEPT. S26

**~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING THE PARTIES' PAGA
SETTLEMENT AGREEMENT**

Date: April 19, 2022
Time: 10:00 a.m.
Place: Department S26

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1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant.

5 9. The settlement of civil penalties under PAGA in the amount of approximately
6 ~~\$392,020.49~~ ^{\$392,218.60} is hereby approved. Seventy-Five Percent (75%), or approximately ~~\$294,015.37~~ ^{\$294,163.97}, shall be
7 paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent
8 (25%), or approximately ~~\$98,005.12~~ ^{\$95,054.60}, shall be paid to Aggrieved Employees. ~~\$21,536.36~~ ^{\$21,536.36}

9 10. The Court hereby awards a total of \$225,000 in attorneys' fees and ~~\$21,729.51~~ ^{\$21,536.36} in costs
10 to Plaintiffs' Counsel, Capstone Law APC and Lavi & Ebrahimiian, LLP. The award of attorneys' fees
11 and costs will be divided as follows: (i) \$135,000 in attorneys' fees and \$9,759.00 in litigation costs to
12 Capstone Law APC; and (ii) \$90,000 in attorneys' fees and ~~\$11,970.51~~ ^{\$11,772.36} in litigation costs to Lavi &
13 Ebrahimiian, LLP.

14 11. The Court approves Service Awards of \$10,000, each, to Mario Cruz, Benito Mayo
15 Jijon, and Samuel Dominguez.

16 12. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.

17 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
18 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
19 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
20 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
21 under PAGA is binding not only on the named employee plaintiff but also on state labor law
22 enforcement agencies and any aggrieved employee not a party to the proceeding).

23 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
24 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
25 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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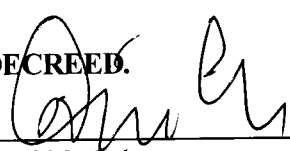
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15. This document shall constitute a judgment under California Code of Civil Procedure §
664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

4/19/22



Hon. David S. Cohn

San Bernardino County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **February 10, 2022**, I served the document(s) described as: **[PROPOSED] ORDER AND JUDGMENT APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

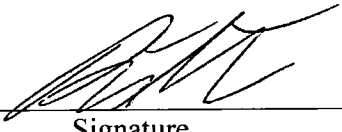
☐ **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 10, 2022**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature

PROOF OF SERVICE

BY FAX