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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SANTIAGO GUTIERREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

M.M.C.L., INC. dba CALIFORNIA
LANDCARE, a California corporation; and
DOES 1 through 100,

Defendants.

Case No. 30-2021-01182371-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2022

Time: 10:00 a.m.

Dept.: CX105

Reservation No.: 73797124

Action Filed: February 2, 2021

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Santiago Gutierrez (“Plaintiff”) for Preliminary Approval of Class
3 Action Settlement came regularly for hearing before this court on October 28, 2022, at 10:00 a.m.
4 The Court, having considered the proposed Stipulation of Settlement (“Settlement Agreement”
5 or “Settlement”), attached as Exhibit A to the Declaration of Matthew K. Moen filed concurrently
6 with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action
7 Settlement, the memorandum of points and authorities in support thereof, and supporting
8 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of
11 a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.

12 2. The Court preliminarily approves the terms of the Settlement Agreement and finds
13 that they fall within the range of approval as fair, adequate and reasonable. Based on a review of
14 the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length
15 negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims
16 and became familiar with the strengths and weaknesses of the claims. The assistance of an
17 experienced mediator in the settlement process supports the Court’s conclusion that the Settlement
18 is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any
19 objections that may be raised pursuant to the terms of the Settlement Agreement.

20 3. For purposes of the Settlement, the Court finds that the proposed Settlement Class
21 is ascertainable and that there is a sufficiently well-defined community of interest among the
22 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
23 only, the Court grants conditional certification of the following Settlement Class:

24
25 All current and former non-exempt employees who worked for Defendant
26 M.M.C.L., Inc. dba California Landcare (“Defendant”) in California at any time
27 between February 2, 2017 and October 31, 2021 (the “Class Period”) and who did
28 not sign a “Release Agreement” with Defendant in connection with its *Chindarah*
v. Pick Up Stix, Inc. campaign.

1 4. For purposes of the Settlement, the Court designates named Plaintiff Santiago
2 Gutierrez as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew
3 K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

4 5. The Court designates Simpluris Class Action Settlement Administration as the
5 third-party Settlement Administrator for mailing notices.

6 6. The Court approves, as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) and the Notice of Individual Settlement Payment (collectively, the “Notice
8 Packet”) attached as Exhibit B to the Declaration of Matthew K. Moen.

9 7. The Court finds that the form of notice to the Settlement Class regarding the
10 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
11 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
12 and sufficient notice to all Settlement Class members. The form and method of giving notice
13 complies fully with the requirements of California Code of Civil Procedure section 382, California
14 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
15 applicable law.

16 8. The Court further approves the procedures for Settlement Class members to opt-
17 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

18 9. The procedures and requirements for submitting objections in connection with the
19 Final Approval Hearing are intended to ensure the efficient administration of justice and the
20 orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance
21 with the due process rights of all Settlement Class members.

22 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
23 Settlement Class members in English and Spanish, in accordance with the terms of the Settlement.

24 11. The Class Notice shall provide at least 60 calendar days’ notice for Settlement
25 Class members to submit disputes, opt-out of, or object to the Settlement.

26 12. The Final Approval Hearing on the question of whether the Settlement Agreement
27 should be finally approved as fair, reasonable and adequate is scheduled on
28

_____, at _____ a.m. / p.m. in Department CX105 of this Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an incentive award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on October 28, 2022):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	November 14, 2022
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	November 30, 2022
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 29, 2023
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing

1 Final Approval Hearing

☐ _____, 2023 at ____ a.m./p.m.

☐ _____, 2022

2
3 16. Pending the Final Approval Hearing, all proceedings in this action, other than
4 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
5 Order, are stayed.

6 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
7 in connection with the administration of the Settlement which are not materially inconsistent with
8 either this Order or the terms of the Settlement.

9 18. In the event the Settlement is not finally approved, or otherwise does not become
10 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
11 void and shall be vacated, and the parties shall revert to their respective positions as of before
12 entering into the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____, 2022

Honorable Hon. Randall J. Sherman
Judge of the Superior Court