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Attorneys for Plaintiffs
ADRIAN SANCHEZ, RICARDO MAYA
TEJADA, and MIGUEL ANGEL ESTRELLA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ADRIAN SANCHEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General; RICARDO MAYA TEJEDA,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General; and MIGUEL
ANGEL ESTRELLA, individually and on
behalf of others similarly situated,

Plaintiffs,

vs.

COMMUNITY TREE SERVICE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CIVSB2116442

*Assigned for All Purposes to: Hon. Joseph T.
Ortiz, Dept. S-17*

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

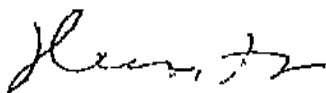
Action Filed: June 3, 2021
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on February 7, 2023, the Honorable Joseph T. Ortiz, in
3 Department S-17 in the above-entitled Court, located at 247 West 3rd Street, San Bernardino,
4 California 92415, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is
5 a true and correct copy of the Final Order and Judgment which was executed and filed on February
6 7, 2023.

7
8 Dated: February 9, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 
11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiffs*
15 ADRIAN SANCHEZ, RICARDO MAYA and
16 MIGUEL ANGEL ESTRELLA
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EXHIBIT A

File by Fax

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11 *Attorneys for Plaintiffs*
12 ADRIAN SANCHEZ. RICARDO MAYA
13 TEJADA. and MIGUEL ANGEL ESTRELLA

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN BERNARDINO**

16 ADRIAN SANCHEZ. individually and on
17 behalf of others similarly situated. and as an
18 aggrieved employee and Private Attorney
19 General: RICARDO MAYA TEJEDA,
20 individually and on behalf of others similarly
21 situated. and as an aggrieved employee and
22 Private Attorney General: and MIGUEL
23 ANGEL ESTRELLA. individually and on
24 behalf of others similarly situated.

25 Plaintiffs.

26 vs.

27 COMMUNITY TREE SERVICE. INC.. a
28 California corporation: and DOES 1 through
50. inclusive.

Defendants.

Case No.: CIVSB2116442

*Assigned for All Purposes to: Hon. Joseph T.
Ortiz, Dept. S-17*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: February 7, 2023
Hearing Time: 8:30 a.m.
Dept.: S-17

Complaint Filed: June 3, 2021
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB - 7 2023

BY Jessica Garcez
JESSICA GARCEZ, 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 February 7, 2023, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary
5 Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter "Settlement Agreement" or "Settlement"), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term
14 "Class" and "Class Members" shall mean the following: "All current and former hourly-paid,
15 non-exempt employees who are or were employed by Community Tree Service, Inc. in the State
16 of California from June 3, 2017 through July 9, 2022."

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

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

28 5. The Court hereby finds the Settlement Agreement was entered into in good faith

1 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
2 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
3 satisfied the standards and applicable requirements for final approval of this class action
4 settlement under California law, including the provisions of California Code of Civil Procedure
5 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
6 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

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

18 7. According to the terms of the Settlement Agreement, upon the complete funding
19 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, all
20 Participating Class Members shall fully release and discharge Defendant COMMUNITY TREE
21 SERVICE, INC. ("Defendant") and any of its past, present and/or future, direct and/or indirect,
22 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
23 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
24 divisions, predecessors, successors, assigns, and joint ventures (the "Released Parties") from all
25 claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have
26 been alleged based on the facts and claims asserted in the operative Complaint in this Action
27 including but not limited to the following claims: (i) failure to pay all regular wages, minimum
28 wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu

thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories described above or any of the claims, causes of action, or legal theories pleaded in the operative Complaint (the "Released Class Claims"). The release of the Released Class Claims shall be applicable for the period between June 3, 2017 and July 9, 2022. This release shall be binding on all Participating Class Members.

8. According to the terms of the Settlement Agreement, upon the complete funding of the Gross Settlement Amount by Defendant, the California Labor and Workforce Development Agency ("LWDA") and the State of California, through Plaintiffs as their agent and/or proxy, shall release and discharge the Released Parties from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative Complaint (the "Released PAGA Claims") for the PAGA Period (May 3, 2020 to July 9, 2022).

9. Named Plaintiffs Adrian Sanchez, Ricardo Maya Tejeda, and Miguel Angel Estrella, for themselves only, also fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and

1 whether or not specifically or particularly described herein. Specifically, Plaintiffs Sanchez,
2 Tejada, and Estrella, waive all rights and benefits afforded by California Civil Code Section 1542,
3 which provides:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR OR RELEASED PARTY.

10 This release specifically excludes claims for unemployment insurance, disability, social security,
11 and workers compensation (with the exception of claims arising pursuant to California Labor
12 Code Sections 132(a) and 4553).

13 10. No Class Member objected to the terms of the Settlement.

14 11. No Class Member requested to be excluded from the terms of the Settlement.

15 Accordingly, 730 Participating Class Members are bound by this Judgment.

16 12. The Court finds the settlement payments provided for under the Settlement
17 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
18 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
19 \$2,215,000.00 on May 12, 2023, or the Effective Date, whichever is later, as set forth in the
20 Settlement Agreement to provide payments for Individual Settlement Payments to all
21 Participating Class Members and all PAGA Members, the PAGA Penalties to the to the California
22 Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.*,
23 Plaintiffs' Representative Enhancement Payments, Class Counsel's Fees and Costs, and the
24 Settlement Administrator's Costs. The calculations and the payments shall be administered in
25 accordance with the terms of the Settlement Agreement.

26 13. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
27 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
28 in the amount of thirty-five percent (35%) from the Gross Settlement Amount (\$775,250.00) and

attorneys' costs in the amount of \$12,774.94 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

14. The Court hereby approves and orders a Class Representative Enhancement Payment of \$7,500.00 to each named Plaintiff Adrian Sanchez, Ricardo Maya Tejeda, and Miguel Angel Estrella (total of \$22,500.00) from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

15. The Court approves and orders the payment in the amount of \$161,250.00 (75% of \$215,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the PAGA. The remaining \$53,750.00 (25% of \$215,000) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators in the amount of \$11,000.00.

17. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the Settlement Agreement.

18. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued will be transferred to the California State Controller's Office pursuant to California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

19. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved

1 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative
2 Enhancement Payments is as set forth in the Settlement Agreement.

3 20. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
4 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
5 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
6 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
7 specifically denies it has violated any federal, state, or local law; violated any regulations or
8 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
9 requirements; breached any contract; violated or breached any duty; engaged in any
10 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
11 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
12 nor any of the negotiations connected with it, shall be construed as an admission or concession by
13 Defendant of any such violations or failure to comply with any applicable law. Except as
14 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
15 Agreement and its terms and provisions shall not be offered or received as evidence in any action
16 or proceeding to establish any liability or admission on the part of Defendant or to establish the
17 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
18 local or other applicable law.

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

26 22. A hearing on the disbursement of settlement payments is set for
27 November 7, 2023 at 8:30 (a.m./p.m.) in Department S-17. If Class Counsel submit a
28 declaration from the Settlement Administrator ten (10) days in advance of the hearing indicating

1 all monies have been disbursed, the hearing may be taken off-calendar and no appearance is
2 required.

3 23. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice
4 to the California Labor and Workforce Development Agency (LWDA).

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

6
7 DATED: 2/7/23

8 
9 HON. JOSEPH T. ORTIZ
10 JUDGE OF THE SUPERIOR COURT
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