

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GODOFREDO HERNANDEZ, individually,
on behalf of all others similarly situated, and
on behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

MARINA LANDSCAPE SERVICES, INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

Case No.: 21STCV31406

*[Assigned for All Purposes to the Hon.
William F. Highberger, Dept. 10]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: June 8, 2026

Time: 10:30 a.m.

Dept: 10

Complaint filed: August 25, 2021

FAC filed: September 1, 2022

SAC filed: August 10, 2023

Trial date: Not set

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came
2 before this Court on June 8, 2026, at 10:30 a.m., in Department 10 of the Superior Court of
3 California, County of Los Angeles, located 312 North Spring Street, Los Angeles, California
4 90012. The Court, having considered the proposed Class Action and PAGA Settlement
5 Agreement and Class Notice entered into by and between Plaintiff Godofredo Hernandez
6 (“Plaintiff”) and anticipated plaintiffs, Jorge Cruz Ruiz, Mynor Ramos Gomez, Oscar Burgos,
7 Victor Ugo Maldonado, and Victor Maldonado-Jimenez (Jorge Cruz Ruiz, Mynor Ramos
8 Gomez, Oscar Burgos, Victor Ugo Maldonado, and Victor Maldonado-Jimenez, collectively,
9 “Anticipated Plaintiffs”) and Defendant Marina Landscape Services, Inc. (“Defendant,” and
10 together with Plaintiffs and Anticipated Plaintiffs, the “Parties”), attached as **Exhibit 4** to the
11 Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of
12 Class Action and PAGA Settlement (hereinafter collectively, the “Settlement” or “Settlement
13 Agreement”); having considered the Motion for Preliminary Approval of Class Action and
14 PAGA Settlement; having considered the points and authorities and declaration submitted by
15 the Parties in support thereof; and good cause appearing, HEREBY ORDERS THE
16 FOLLOWING:

17 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
19 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
20 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
21 of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
22 and PAGA Settlement as **Exhibit 4**.

23 2. The Settlement falls within the range of reasonableness of a settlement which
24 could ultimately be given final approval by this Court, and appears to be presumptively valid,
25 subject only to any objections that may be raised at the Final Approval Hearing and final
26 approval by this Court. Defendant has agreed to pay \$325,000.00 to cover (a) Individual Class
27 Payments to Participating Class Members (class members who do not validly opt out); (b)
28 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$10,000.00 with 75%

(\$7,500.00) allocated to the California Labor & Workforce Development Agency (“LWDA”) PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments to be paid to aggrieved employees; (c) Class Representative Service Payments of up to \$10,000.00 to Plaintiff Godofredo Hernandez, and \$5,000.00 each to Jorge Cruz Ruiz, Mynor Ramos Gomez, Oscar Burgos, Victor Ugo Maldonado, and Victor Maldonado-Jimenez (\$35,000.00 total); (d) Class Counsel Fees Payment not to exceed one third (1/3) of the Gross Settlement Amount (\$108,333.33) and Class Counsel Litigation Expenses Payment up to \$40,000.00 for actual litigation expenses incurred by Class Counsel; and (e) Administrator Expenses Payment not to exceed \$11,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final approval hearing on the question of whether the proposed Settlement, attorneys’ fees and costs to Class Counsel, payment to the LWDA and aggrieved employees for their share of the settlement of claims for penalties under the PAGA, and the Class Representative Service Payments should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class

(the “Settlement Class”): “all persons employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the Class Period.”

6. “Class Period” means the period from August 25, 2018 to March 29, 2025.

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiff Godofredo Hernandez and Anticipated Plaintiffs, Jorge Cruz Ruiz, Mynor Ramos Gomez, Oscar Burgos, Victor Ugo Maldonado, and Victor Maldonado-Jimenez. The Court further preliminarily approves Plaintiff’s ability to request a Class Representative Service Payment of up to \$10,000.00, and Anticipated Plaintiffs’ ability to request a Class Representative Service Payment of up to \$5,000.00 each (\$35,000.00 total).

9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Arrash T. Fattahi, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel’s ability to request attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount (\$108,333.33), and costs not to exceed \$40,000.00.

10. The Court appoints Phoenix Settlement Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$11,000.00.

11. Plaintiff is granted leave to amend to file a Third Amended Complaint, a finalized version of **Exhibit 3** to the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, in material form.

12. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that the plan for distribution of

the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. 10 of the above-referenced Court.

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1 16. The Court further ORDERS that, pending further order of this Court, all proceedings
2 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 **IT IS SO ORDERED.**

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6 DATE: _____

HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT