

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 315664)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox.wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

WILIAN CHAVARRIA RUIZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

DEL CONTE'S LANDSCAPING, INC., a
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. RG21113047
Consolidated Case No.: 21CV003134

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael
Markman, Dept. 23]

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 24, 2025
Time: 10:00 a.m.
Dept.: 23

Complaint filed: September 7, 2021
PAGA Complaint filed: November 24, 2021
Trial date: Not set

\\
\\
\\
\\

FILED

Superior Court of California
County of Alameda

07/03/2025

Clad Flake, Executive Officer/Clerk of the Court

By: T. Lopez Deputy

1 On or around December 5, 2024, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Willian Chavarria Ruiz ("Plaintiff") now
3 seeks an order granting final approval of the Class Action and PAGA Settlement Agreement and
4 Class Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to
5 the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Del Conte's Landscaping, Inc. ("Del Conte" or
17 "Defendant," and together with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. The Class Period is September 17, 2017, through December 5, 2024.

27 6. The PAGA Period is September 17, 2020, through December 5, 2024.

28 7. Plaintiff and all Eligible Class Members shall have, by operation of this Final Order

1 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all
2 Released Claims as defined in the Settlement.

3 8. All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns, release Released Parties from all claims charges, complaints, liens, demands, causes of
6 action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that
7 each participating class member had, now has, or may hereafter claim to have, and that were
8 asserted in the Action, or that arise from or could have been asserted based on any of the facts,
9 circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or
10 failures to act alleged in Plaintiffs Complaint, regardless of whether such claims arise under
11 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law,
12 and specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7,
13 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-
14 2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of
15 these Labor Code and Wage Order provisions) and all other claims, such as those under the
16 California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have
17 been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay
18 employees upon separation or discharge; (2) failure to pay all wages due and owing for time
19 worked; (3) failure to reimburse necessary business expenditures; (4) failure to provide meal or
20 rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage
21 statements; (6) all related violations of the applicable Wage Orders; (7) all related violations of
22 California's unfair competition law; and (8) interest, fees, and costs. The enumeration of these
23 specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that
24 were asserted in the Action or could have been asserted in the Action.

25 9. Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff is the
26 designated agent of the California Labor and Workforce Development Agency ("LWDA"), and is
27 proceeding as a private attorney general, by bringing this enforcement action to recover civil
28

penalties pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

10. Upon final approval of the Settlement by the Court, Eligible Class Members will release the aforementioned claims against all Released Parties.

11. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

12. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – all hourly-paid or non-exempt employees who worked for Del Conte in California during the Class Period.

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

14. No Class Member has requested exclusion from the Settlement.

15. The Notice provided to the Class conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

16. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Eligible Class Members' Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Eligible Class Members in accordance with the terms of the Settlement.

17. Defendant shall pay a total of \$650,000.00 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

18. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff Willian Chavarria Ruiz, for his services as a class representative and for his agreement to release claims.

19. From the Gross Settlement Amount, \$9,995.00 shall be paid to the Settlement Administrator, ILYM Group, Inc. ("ILYM").

20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC as Class Counsel.

1 21. From the Gross Settlement Amount, Class Counsel is awarded \$195,000.00 for their
2 reasonable attorneys' fees and \$19,935.93 for their reasonable costs incurred in the action. The fees
3 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
4 the fees and costs are reasonable in light of the benefit provided to the Class. Ten percent of the
5 attorney's fee award (\$19,500.00) must be kept in the administrator's interest-bearing trust fund until
6 the completion of the distribution process and court approval of a final accounting, with this portion
7 of the attorney's fee award and any interest earned thereon to be delivered by the Administrator to
8 Class Counsel.

9 22. Without affecting the finality of this Order in any way, this Court retains continuing
10 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
11 to all Parties to this action, and their counsel of record.

12 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted,
13 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

14 24. A final compliance hearing regarding distribution and accounting is set for April 2,
15 2026, at 10:00 a.m. in Department 23 of the above-named Court. Plaintiff must file a final report and
16 declaration regarding distribution at least ten (10) court days before the compliance hearing. If the
17 report and declaration establish that the distributions are complete, appearances may not be required.
18 If the report and declaration are filed early, the Court may advance the final compliance hearing and
19 allow early release of the withheld attorneys' fee award.
20

21 **IT IS SO ORDERED.**
22

23 DATE: 07/03/2025



Hon. Michael Markman
Alameda County Superior Court
Michael Markman / Judge

Wilian Chavarria Ruiz v. Del Conte's Landscaping, Inc., et al.
RG21113047

I, Christina Hicklin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is christina.hicklin@wilshirelawfirm.com.

Mollie M. Burks
mburks@grsm.com
 Sat Sang Khalsa
skhalsa@grsm.com
 Patrick Crawl
pcrawl@grsm.com
{F9490102}.LEGAL@worksite.gordonrees.com
GORDON & REES SCULLY MANSUKHANI
 275 Battery Street, Suite 2000
 San Francisco, CA 94111
 Tel: (415) 986-5900; Fax: (415) 986-8054

(X) **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 email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on June 26, 2025, at Los Angeles, California.


Christina Hicklin