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9 *Attorneys for Plaintiff, the Putative Class and Aggrieved Employees*

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 ENRIQUE JOSE MEDINA-RIVERA, an
13 individual, on behalf of himself, the State of
14 California, as a private attorney general, and
on behalf of all similarly situated,

15 Plaintiff,

16 v.

17 TREEBEARD LANDSCAPE, INC., a
18 California corporation; and DOES 1 TO 50,

19 Defendants.
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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

02/23/2023 at 12:22:16 PM

Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

FILED
Clerk of the Superior Court

MAR 17 2023

By: R. Day, Deputy

Case No. 37-2021-00050044-CU-OE-CTL

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

Date: March 17, 2023

Time: 9:00 a.m.

Dept: C-73

Judge: Hon. Joel R. Wohlfeil

Complaint Filed: November 29, 2021

FAC Filed: February 28, 2022

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on March 17, 2023, in Department C-73, the Honorable Joel R. Wohlfeil,
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms
9 used herein shall have the same meaning as defined in the Settlement Agreement. The settlement
10 set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and
11 the Court preliminarily approves the terms of the Settlement Agreement, including, without
12 limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$260,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$86,666.67**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to
21 the California Labor & Workforce Development Agency for its portion of
22 the PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representative is typical of the claims of the proposed
28 Class Members; (e) Class Representative's counsel has and is able to adequately represent the

1 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
2 treatment of this dispute is superior to individual litigation because common issues predominate
3 over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the Implementation Schedule.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement and Hearing Date for Court Approval ("Class Notice"), in substantially the form attached
13 to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to participate in,
14 to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendants as non-exempt*
24 *employees from November 29, 2017 through the date of preliminary approval of the settlement. See*
25 *Settlement Agreement, at § 1.39. The Class Period is defined as November 29, 2017 through the*
26 *date of preliminary approval of the settlement. See Settlement Agreement, at § 1.10.*

27 9. All Settlement Class members who do not timely opt out will release any and all
28 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees,

1 damages, actions or causes of action which are alleged, or reasonably could have been alleged based
2 on the facts and claims asserted in the operative complaint filed in this action, including without
3 limitation to, claims for restitution and other equitable relief associated with the underlying causes
4 of action in the operative complaint, claims for unpaid wages, unpaid overtime wages, meal/rest
5 period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage
6 statements, civil penalties brought under the Labor Code Private Attorneys General Act of 2004
7 (Labor Code Section 2698 et seq.), or claims for penalties of any nature whatsoever arising out of
8 the Released Claims. This release shall apply to claims arising at any point during the Settlement
9 Period. The release shall exclude claims for vested benefits, unemployment insurance, disability,
10 workers' compensation, and claims outside of the Settlement Period.

11 10. The Court confirms Plaintiff Enrique Jose Medina-Rivera as Class Representative,
12 and Jonathan Melmed, Laura M. Supanich, Anne Kramer, and Maria Burciaga of Melmed Law
13 Group P.C. as Class Counsel.

14 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

15 12. To facilitate administration of the Settlement pending final approval, the Court
16 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
17 administrative proceedings (including filing claims with the Division of Labor Standards
18 Enforcement of the California Department of Industrial Relations) regarding claims released by the
19 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the
20 Settlement Administrator and the time for filing claims with the Settlement Administrator has
21 elapsed.

22 13. The Court orders the following **Implementation Schedule** for further proceedings:

23	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
24		
25	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
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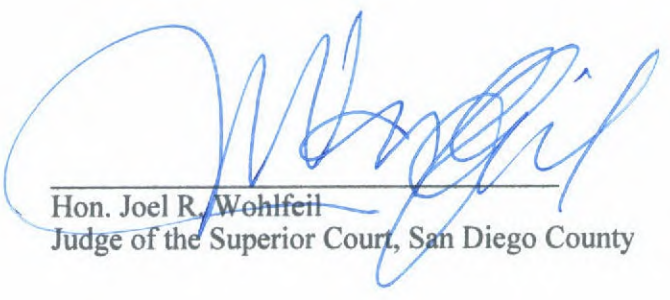
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after June 1, 2023)	<u>6-2</u> , 2023 at <u>9:00</u> a.m./p.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 3-17-23


Hon. Joel R. Wohlfeil
Judge of the Superior Court, San Diego County