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

PERFECTO CHAVEZ GONZALEZ,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General;

Plaintiff,

vs.

NIEVES LANDSCAPE, INC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV15266

*Assigned for All Purposes to the Hon. Carolyn B.
Kuhl, Dept. 12*

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

Complaint Filed: April 22, 2021
FAC Filed: January 16, 2024
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on October 10, 2024, the Honorable Carolyn B. Kuhl, in
3 Department 12 in the above-entitled Court, located at 312 N Spring Street, Los Angeles,
4 California 90012, executed the Final Order and Judgment. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Order which was executed and filed on October 10, 2024.

6
7 Dated: October 18, 2024

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Carlos Jimenez

11 Jeffrey Jimenez

12 Stephanie Papayanis

13 Afife Bicakci

14 *Attorneys for Plaintiff*

15 PERFECTO CHAVEZ GONZALEZ

EXHIBIT A

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Case No.: 21STCV15266

*Assigned for All Purposes to the Hon. Carolyn
Kuhl, Dept. 12*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: October 10, 2024

Time: 11:30 a.m.

Dept.: 12

Complaint Filed: April 22, 2021
FAC Filed: January 16, 2024
Trial Date: None Set

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 October 10, 2024, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action
6 and PAGA Settlement Agreement (hereinafter “Settlement” or “Agreement”), and due and
7 adequate notice having been given to all Class Members as required in the Preliminary Approval
8 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED AS FOLLOWS:**

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

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former non-exempt employees of
14 Defendant Nieves Landscape, Inc. (“Defendant”) who were employed by Defendant in the State
15 of California at any time from July 1, 2017, through September 20, 2023.”

16 3. This Court has jurisdiction over the subject matter of this Action (“Action” means
17 *Perfecto Chavez Gonzalez v. Nieves Landscape, Inc.*, Los Angeles County Case No.
18 21STCV15266) and over all Parties to this Action, including all Class Members.

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

27 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
28 and within the meaning of California Code of Civil Procedure section 877.6. The Court further

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

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

17 7. Upon remittance of the Gross Settlement Amount and all applicable payroll taxes
18 by Defendant to the Settlement Administrator, all Participating Class Members shall fully release
19 and discharge Defendant, and its respective past, present and/or future, direct and/or indirect,
20 owners, officers, directors, members, managers, agents, representatives, attorneys, accountants,
21 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
22 affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”)
23 from all claims, debts, rights, demands, liabilities, obligations and causes of actions that are
24 alleged, or reasonably could have been alleged, based on the facts alleged in the operative
25 Complaint, First Amended Complaint in the Action, as well as the claims asserted in Plaintiff’s
26 correspondence of June 25, 2021, October 2, 2023, and October 10, 2023 to the Labor and
27 Workforce Development Agency seeking penalties against Defendant for violations under the
28 California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA

Letter”, including factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due pursuant to California Labor Code sections 510, 1194, 1197, 1197.1, 1198, and 1199, and the Industrial Welfare Commission (“IWC”) Wage Orders; (ii) failure to provide meal periods or compensation in lieu thereof pursuant to California Labor Code sections 226.7, 512, and 1198, and the IWC Wage Orders; (iii) failure to provide rest periods or compensation in lieu thereof pursuant to California Labor Code section 226.7 and 1198, and the IWC Wage Orders; (iv) failure to reimburse necessary business expenses, including but not limited to use of personal cell phones and masks, pursuant to Labor Code sections 2800 and 2802 and the IWC Wage Orders; (v) failure to provide complete, accurate wage statements pursuant to Labor Code section 226, 226.3, 1198, and the IWC Wage Orders; (vi) failure to pay wages timely at time of termination or resignation pursuant to Labor Code sections 201, 202, and 203, and the IWC Wage Orders; (vii) failure to provide timely pay wages during employment pursuant to Labor Code sections 204 and 210 and the IWC Wage Orders; (viii) unfair business practices pursuant to Business and Professions Code section 17200 et. seq.; and (ix) unlawful collection and/or receipt of employee’s wages by employer pursuant to Labor Code section 221 and the IWC Wage Orders; (xii) failure to keep and maintain records pursuant to Labor Code sections 1198.5 and 1174 and the IWC Wage Orders; and other related penalties for violations of California Labor Code §§ 201,202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 598, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 6401, 6403, 17200, the applicable Wage Order of the Industrial Wage Commission, and California Business & Professions Code §§ 17200 to 17208, including without limitation all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, et seq., interest on unpaid wages, unpaid wages, attorneys’ fees or litigation costs, and any other related claims and/or penalties. This release shall apply to claims arising during the Class Period.

8. All PAGA Members shall release any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff’s June 25, 2021, October 2, 2023, and October 10, 2023 LWDA Letters, the Complaint, and the First Amended Complaint including but not limited

1 to penalties that could have been awarded pursuant to Labor Code sections 210, 226, 226.3,
2 1174.5, 1197.1, 558, and 2699 (collectively referred to as the “Released PAGA Claims”)

3 9. Named Plaintiff Perfecto Chavez Gonzalez, for himself only, also fully releases
4 the Released Parties from any and all Released Claims and also generally release and discharge
5 the Released Parties from all claims related to his employment or alleged employment with the
6 Defendant including all claims alleged in the Action, and all claims known and unknown, without
7 exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits
8 afforded by California Civil Code Section. Specifically, Plaintiff waives all rights and benefits
9 afforded by California Civil Code Section 1542, which provides:

10
11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

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

18 10. No Class Member has objected to the terms of the Settlement.

19 11. No Class Member, has requested to be excluded from the terms of the Settlement.
20 Accordingly, 1,234 out of 1,234 (100.00%) of the Participating Class Members are bound by this
21 Judgment.

22 12. The Court finds the settlement payments provided for under the Agreement to be
23 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
24 the Court orders Defendant to fund the Gross Settlement Amount of \$600,000.00 as follows:
25 within thirty (30) calendar days of Final Approval of the Settlement, as defined in this Agreement,
26 Defendant will deposit the first installment of the Gross Settlement Amount in the amount of
27 \$300,000, into a Qualified Settlement Fund (“QSF”) to be established by Apex; Defendant will
28 deposit the second installment of \$300,000 into the QSF no later than six (6) months after the first

installment payment is due. Within fourteen (14) calendar days of each of the two fundings of the Gross Settlement Agreement, the Settlement Administrator is to provide payments for class members Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.* The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of ~~thirty-five percent (35%)~~ ^{33 1/3%} the Gross Settlement Amount (~~\$210,000.00~~ ^{\$200,000.00}), and attorneys' costs in the amount of \$22,025.76 to Protection Law Group, LLP 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 Agreement. The fee award is appropriate in light of the benefit obtained for the class.

14. The Court hereby approves and orders Class Representative Enhancement Award of \$7,500.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Agreement.

15. The Court approves and orders the payment in the amount of \$50,000.00 (75% of \$37,500.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The remaining \$12,500.00 (25% of \$50,000) shall be distributed to PAGA Members as set forth in the 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, APEX Class Action Settlement Administrators in the amount of \$17,500.00.

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

1 forth in the Agreement.

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

7 19. Provided the Settlement becomes effective under the terms of the Agreement, the
8 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
9 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

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

25 21. Without affecting the finality of this Judgment, the Court shall retain continuing
26 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
27 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
28 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except

as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

22. A final report on the disbursement of settlement payments shall be filed by no later than June 9, 2025, 2025, following the expiration of uncashed settlement payments.

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

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/10/2024



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
JUDGE OF THE SUPERIOR COURT
HON. CAROLYN KUHL