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

ALEJANDRO GONZALEZ AVALOS, an
individual, on behalf of himself and others
similarly situated, and as a private attorney
general on behalf of the State of California,

PLAINTIFF,

v.

XL LANDSCAPE DEVELOPMENT, a
California Corporation; XL LANDSCAPE
DEVELOPMENT, LLC, a Nevada
Corporation; and DOES 1 thru 50, inclusive,

DEFENDANTS.

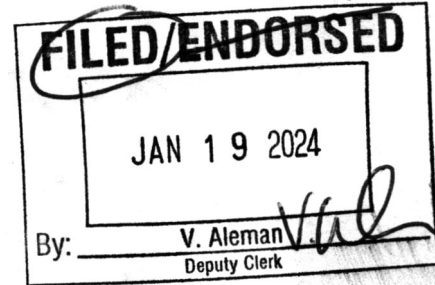
JORGE GONZALEZ AVALOS, an
individual, on behalf of himself and others
similarly situated, and as a private attorney
general on behalf of the State of California,

PLAINTIFF,

v.

XL LANDSCAPE DEVELOPMENT, a
California Corporation, XL LANDSCAPE
DEVELOPMENT, a Nevada Limited Liability
Company, XL CONCRETE MASONRY, LLC,
a Nevada Limited Liability Company, BLACK
IRON REINFORCING, LLC, a Nevada
Limited Liability Company, PREMIER ONE
ELECTRIC, LLC, a Nevada Limited Liability
Company, XL COMPANIES LLC, a Nevada
Limited Liability, Company and DOES 1 thru
50, inclusive,

DEFENDANTS.



Case No. 34-2022-00315272

Reservation No.: A-315272-001

[Assigned For All Purposes to the Hon. Lauri
A. Damrell, Dept. 28]

~~[PROPOSED]~~ ORDER OF FINAL
APPROVAL AND ENTRY OF
JUDGMENT

Date: January 19, 2024
Time: 9:00 am
Dept.: 28

Case No. 34-2022-00315272

[Assigned For All Purposes to the Hon. Lauri
A. Damrell, Dept. 28]

Date Filed: April 29, 2022

~~[PROPOSED]~~ ORDER OF FINAL APPROVAL AND ENTRY OF JUDGMENT



BY FAX

1 The Motion for Final Approval of Class Settlement and For Attorneys' Fees and Costs
2 (the "Final Approval Motion") were heard on January 19, 2024, in Department 28, of the above
3 titled court. The Final Approval Motion, including the requested attorneys' fees, costs, and
4 service awards, were unopposed by Defendants XL Landscape Development, XL Landscape
5 Development, LLC, XL Concrete Masonry, LLC, Black Iron Reinforcing, LLC, Premier One
6 Electric, LLC, and XL Companies LLC. Having considered the Final Approval Motion, the
7 Settlement, the Declarations, the *Kullar* analysis in the Motion for Preliminary Approval and the
8 Supplemental Brief in Support of Preliminary Approval, and all other materials properly before
9 the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g),
10 the Court finds that the Settlement Agreement was entered by all Parties in good faith, and the
11 Settlement Agreement is approved. Due and adequate notice having been given to the Class, and
12 the Court having considered the Settlement Agreement, all papers filed and proceedings had
13 herein, and having reviewed the record in this Litigation, and good cause appearing, IT IS
14 HEREBY ORDERED, ADJUSTED, AND DECREED AS FOLLOWS:

15 1. All terms used in this Order Granting Final Approval of Class Action Settlement
16 and Attorneys' Fees and Costs (the "Order") shall have the same meanings given as those terms
17 are used and/or defined in the Parties' Settlement Agreement.

18 2. The Court has jurisdiction over the subject matter.

19 3. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
20 Administrator, completed the distribution of the Notices of Settlement to the Class Members in a
21 manner that comports with the requirements of California Code of Civil Procedure section 382,
22 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
23 and United States Constitutions, and other applicable law, and constitutes the best notice
24 practicable under the circumstances. The Notice of Settlement informed the potential Class
25 Members of the Settlement terms, their rights to do nothing and receive their Settlement share,
26 their rights to submit a Request for Exclusion, their rights to comment on or object to the
27 Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding
28 approval of the Settlement. Adequate periods of time to respond and to act were provided by

1 each of these procedures. Based on evidence and other material submitted, the actual notice to
2 the class was adequate.

3 4. The Court finds that the instant action presented a good faith dispute of the claims
4 alleged, and the Court finds in favor of settlement approval.

5 5. No Class Members submitted a request for exclusion.

6 6. No Class Members submitted an objection.

7 7. The Court approves the Settlement of the above-captioned action, as set forth in
8 the Settlement Agreement and each of the releases and other terms, as being entered into in good
9 faith, fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
10 directed to perform in accordance with the terms set forth in the Settlement Agreement.

11 8. The Settling Parties are to bear their own costs, except as otherwise provided in
12 the Settlement Agreement.

13 9. For settlement purposes only, the Court finally certifies the Class as defined in the
14 Party's Settlement Agreement and as follows: all non-exempt hourly employees who are
15 employed or have been employed by Defendants in the State of California between August 15,
16 2017 and February 10, 2023. Defendants or Released Parties was defined in the Settlement
17 Agreement as XL Landscape Development, XL Landscape Development, LLC, XL Concrete
18 Masonry, LLC, Black Iron Reinforcing, LLC, Premier One Electric, LLC, and XL Companies,
19 LLC and each of their respective current and former owners, officers, directors, shareholders,
20 executives, and employees.

21 10. The Court deems this definition sufficient for the purpose of California Rule of
22 Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also finds
23 and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all
24 members is impracticable; (b) there are questions of law or fact common to the Settlement Class
25 Members, and there is a well-defined community of interest among the Settlement Class
26 Members with respect to the subject matter of the Action; (c) the claims of the Class
27 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
28 have fairly and adequately protected the interests of the Class Members; (e) a class action is

1 superior to other available methods for an efficient adjudication of this controversy; and (f) the
2 counsel of record for the Class Representatives, *i.e.*, Class Counsel is qualified to serve as
3 counsel for Plaintiffs in their individual and representatives capacity and for the Settlement
4 Class.

5 11. The Court appoints and confirms Plaintiffs Alejandro Gonzalez Avalos and Jorge
6 Gonzalez Avalos as Class Representatives.

7 12. The Court finds David S. Winston of Winston Law Group, P.C. to be adequate
8 Class Counsel and appoints David S. Winston and Winston Law Group, P.C. as Class Counsel.

9 13. Upon the Effective Date, the Class Representative and each of the Settlement
10 Class Members shall be deemed to have, and by operation of this Order and Judgment shall have,
11 fully, finally, and forever released, relinquished, and discharged the Class Released Claims as
12 defined in the Settlement Agreement.

13 14. Upon the Effective Date, the State of California and the Aggrieved Employees
14 will be deemed to have released the PAGA Released Claims for alleged Labor Code violations
15 committed against the Aggrieved Employees during the PAGA Period. The Aggrieved
16 Employees are defined as all non-exempt hourly employees who are employed or have been
17 employed by Defendants in the State of California between February 2, 2021 and February 10,
18 2023.

19 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
20 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
21 of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence
22 of, the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability
23 of Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be
24 used as an admission of, or evidence of, any fault or omission of Defendants or any of the other
25 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
26 agency, or other tribunal.

27 16. The Gross Settlement Amount to be funded under the Settlement Agreement is
28 \$400,000.00. From this amount, Class and PAGA Counsel sought an award of attorneys' fees of

1 \$133,333.33 (1/3 of the monetary Gross Settlement Amount), case costs of \$20,673.39, Service
2 Awards for Class Representative Alejandro Gonzalez Avalos of \$7,500.00 and Class
3 Representative Jorge Gonzalez Avalos of \$7,500.00; Settlement Administration Costs on behalf
4 of ILYM Group, Inc. of \$15,500.00, and requested an award of PAGA penalties of \$20,000.
5 Defendants did not oppose these requests. Of the Gross Settlement Amount, The Court finds that
6 the Amount to be Funded is fair, reasonable, adequate, and awards the payments set forth below
7 from the Amount to be Funded:

- 8 a. \$133,333.33 to Class Counsel for attorneys' fees;
- 9 b. \$20,673.39 to Class Counsel for litigation costs/expense reimbursements;
- 10 c. \$7,500.00 to Class Representative Alejandro Gonzalez Avalos as a Service
11 Award;
- 12 c. \$7,500.00 to Class Representative Jorge Gonzalez Avalos as a Service Award;
- 13 d. \$10,640.00 to the Settlement Administrator ILYM Group;
- 14 e. PAGA Penalties of \$20,000.00 (with 75% (\$15,000.00) awarded to the California
15 LWDA and 25% (\$5,000.00) awarded to the Aggrieved Employees);
- 16 f. After deducing the foregoing payments from the Amount to be Funded, the
17 remainder of \$195,493.28 shall form the Net Settlement Amount payable to the participating
18 Class Members and shall be distributed as set forth in and in accordance with the Settlement
19 Agreement and as calculated by the Settlement Administrator.
- 20 g. The \$20,000.00 in PAGA Penalties shall be distributed in accordance with Labor
21 Code § 2699(i) with 75% distributed to the California Labor and Workforce Development
22 Agency and 25% to the aggrieved employees.
- 23 h. In awarding the attorneys' fees to Class Counsel, the Court considered both the
24 common fund method and the lodestar information presented by Class Counsel as part of a
25 lodestar crosscheck and finds that the fees sought were reasonable under either method.

26 17. The Court finds that distribution of any residual funds to the proposed *cy pres*
27 beneficiary the Court Appointed Special Advocates of Sacramento County complies with the
28 requirements of Code of Civil Procedure section 384. The Court hereby appoints the Court

1 Appointed Special Advocates of Sacramento County as the *cy pres* beneficiary for any residual
2 funds, pursuant to the terms of the Settlement. Upon the expiration of the check cashing
3 deadline, the Settlement Administrator shall promptly send all unclaimed funds to the Court
4 Appointed Special Advocates of Sacramento County and provide a report to Class Counsel after
5 the transmission of the funds that shall be filed with this Court evidencing that such payment has
6 been made.

7 18. The Court shall hold a compliance hearing on 11/22/24, at 9:00 a.m. in
8 Department 28 to confirm the distribution of funds under Code of Civ. Proc. section 384. Class
9 Counsel or the Settlement Administrator shall submit a compliance report no later than 5 court
10 days before the date of the hearing, which shall include the total amount that was actually paid to
11 the class members.

12 19. Upon entry of this Order, compensation to the Settlement Class shall be effected
13 pursuant to the terms of the Settlement.

14 20. This Judgment is intended to be a final disposition of the class action and
15 representative claims in the above captioned action and is intended to be immediately applicable
16 and appealable.

17 21. This document shall constitute a Judgment for purposes of California Rule of
18 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
19 Class Representatives, the Class Members, and Defendants for purposes of supervising the
20 implementation, enforcement, construction, administration, and interpretation of the Settlement
21 Agreement and this Judgment.

22
23
24 DATED: 11/19/24



Hon. Lauri A. Damrell
Judge of the Superior Court

LAURI A. DAMRELL