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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF MONTEREY**  
13 **(UNLIMITED JURISDICTION)**

14 ARTURO VERA LOPEZ,

15 *Plaintiff,*

16 vs.

17 GREEN VALLEY LANDSCAPE, INC.;  
18 MITSUGU MORI; and DOES 1 to 25,  
19 inclusive,

20 *Defendant(s).*

Case No.: 22CV003751

**[PROPOSED] ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

Action filed: December 2, 2022

Hearing Date: July 14, 2023

Hearing Time: 8:30 a.m.

Hearing Dept: 15, Hon. Thomas Wills

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004  
2 ("PAGA"), the Motion of Plaintiff Arturo Vera Lopez ("Plaintiff") for Approval of Settlement  
3 under PAGA came before this Court on July 14, 2023.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and  
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in  
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the  
7 letter to the Labor Workforce and Development Agency ("LWDA") dated March 30, 2022 (the  
8 "LWDA Letter"), on behalf of all nonexempt employees who are or were employed by GREEN  
9 VALLEY LANDSCAPE, INC. and MITSUGU MORI ("Defendants") within the State of  
10 California from March 30, 2021 through March 31, 2023 (the "Aggrieved Employees").

11 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review  
12 and approve any settlement of any civil action filed pursuant to this part." Lab. Code §  
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the  
14 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §  
15 2699(1)(2), having considered the papers filed in support of the proposed settlement and the  
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;  
18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement  
19 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and  
20 other terms, as fair, just, reasonable, and adequate;

21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of  
22 California, by operation of this Order and Judgment hereby releases and forever discharges  
23 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all  
24 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's  
25 Complaint, including any and all known and unknown claims for civil penalties under the Private  
26 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;

27 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the  
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1 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved  
2 Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

3 5. The Parties are directed to comply with all terms of the Settlement Agreement, and  
4 Defendants are directed to make all payments required by the Settlement Agreement;

5 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Two  
6 Hundred Thirty Thousand Dollars (\$230,000.00) (the “Gross Settlement Amount”). The Gross  
7 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA  
8 Counsel’s Fees, PAGA Counsel’s Costs, and Administration Costs. No portion of the Gross Settlement  
9 Amount will revert to Defendants. Plaintiff’s Counsel requests an award of attorney’s fees of Eighty  
10 Thousand Five Hundred Dollars (\$80,500.00) and litigation costs of Nine Thousand Ten Dollars and  
11 Eighteen Cents (\$9,010.18). The settlement administrator, ILYM Group, Inc., requests administration  
12 costs of Three Thousand Seven Hundred Fifty (\$3,750.00). Defendants do not oppose these requests.  
13 The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of  
14 these payments, and directs the Settlement Administrator to make the above payments to payments  
15 from the Gross Settlement Amount as follows:

- 16 a. \$80,500.00 in attorney's fees to Messrelian Law Inc.;
- 17 b. \$9,010.18 in litigation costs to Messrelian Law Inc.;
- 18 c. \$3,750.00 in administration costs to ILYM, Inc.
- 19 d. After deducting the foregoing payments, the estimated remainder of approximately  
20 \$136,739.82 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section  
21 2699(i), the NSA will then be distributed 75 percent (\$102,554.87) to the LWDA, and the  
22 remaining 25 percent (\$34,184.95) to the Aggrieved Employees on a pro rata basis, as set forth  
23 in the Settlement Agreement. The Court approves these payments, and directs the Settlement  
24 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice  
25 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its  
26 duties as set forth in the Settlement Agreement; and

27 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and  
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1 all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and  
2 the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,  
3 enforcement, construction, administration, and interpretation of the Settlement Agreement.

4 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5  
6 DATED: \_\_\_\_\_

\_\_\_\_\_  
7 **HON. THOMAS W. WILLS**  
8 **JUDGE OF THE SUPERIOR COURT**