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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

21 **~~[PROPOSED]~~ ORDER AND JUDGMENT**
22 **APPROVING PAGA SETTLEMENT**

23 Action filed: December 2, 2022

24 Hearing Date: August 25, 2023

25 Hearing Time: 8:30 a.m.

26 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 August 25, 2023.

4 Plaintiff's Complaint in the above-entitled matter ("Plaintiff's Complaint") seeks civil
5 penalties on behalf of the State of California and similarly situated aggrieved employees, as
6 authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the
7 predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and
8 Development Agency ("LWDA") dated March 30, 2022 (the "LWDA Letter") ("Plaintiff's
9 PAGA Claims"), on behalf of all nonexempt employees who are or were employed by
10 GREEN VALLEY LANDSCAPE, INC. and MITSUGU MORI ("Defendants") within the
11 State of California from March 30, 2021 through March 31, 2023 (the "Aggrieved
12 Employees"). Specifically, the causes of action that are the basis for Plaintiff's PAGA
13 Claims are failure to compensate for all hours worked; failure to pay minimum wages; failure
14 to pay overtime; failure to provide accurate itemized wage statements; failure to pay wages
15 when employment ends; failure to pay wages owed every pay period; failure to give rest
16 breaks; failure to give meal breaks; and failure to reimburse for business expenses (the
17 "PAGA Causes of Action").

18 With Plaintiff's Motion for Approval of Settlement under PAGA filed with this
19 Court, Plaintiff submitted the Private Attorneys General Act Settlement Agreement and
20 Release (the "PAGA Settlement Agreement and Release") entered into by the parties.

21 As reflected in the PAGA Settlement Agreement and Release, in addition to the
22 PAGA Causes of Action, Plaintiff's Complaint includes Plaintiff's non-PAGA related
23 individual causes of action for discrimination on the basis of physical disability in violation
24 of the Fair Employment and Housing Act ("FEHA"), failure to accommodate physical
25 disability in violation of FEHA, failure to engage in the interactive process in violation of
26 FEHA, retaliation in violation of FEHA, failure to prevent discrimination and retaliation in
27 violation of FEHA, wrongful termination in violation of public policy, and violation of
28 California Business and Professions Code § 17200 ("Plaintiff's Individual Causes of

1 Action”). As further reflected in the PAGA Settlement Agreement, the Parties agreed that
2 settlement of the Individual Causes of Action would be pursuant to a separate Confidential
3 Settlement Agreement and Release with payment of a confidential settlement sum no later
4 than ten business days after receipt of Court approval of Settlement under PAGA.

5 Under PAGA, in any action brought by an aggrieved employee, the Court “shall
6 review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code
7 § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement of the
8 PAGA Causes of Action set forth in the PAGA Settlement Agreement and Release, including
9 the proposed PAGA penalties, and having considered the papers filed in support of the
10 proposed settlement and the arguments of counsel, and good cause appearing, HEREBY
11 ORDERS AS FOLLOWS:

12 1. The Court finds the above-captioned action presents a good faith dispute of the
13 PAGA Causes of Action alleged;

14 2. The Court finds in favor of approval of settlement of Plaintiff’s PAGA Causes of
15 Action, and therefore approves the settlement of Plaintiff’s PAGA Causes of Action in the above-
16 captioned action, as set forth in the PAGA Settlement Agreement and Release and each of the
17 releases and other terms, as fair, just, reasonable, and adequate;

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

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

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

4 6. Under the PAGA Settlement Agreement and Release, Defendants agree to pay a
5 maximum sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) (the “Gross Settlement
6 Amount”) as settlement for the PAGA Causes of Action. The Gross Settlement Amount is inclusive
7 of payments to the LWDA and Aggrieved Employees, PAGA Counsel’s Fees, PAGA Counsel’s
8 Costs, and Administration Costs. No portion of the Gross Settlement Amount will revert to
9 Defendants. Plaintiff’s Counsel requests an award of attorney’s fees of Eighty Thousand Five
10 Hundred Dollars (\$80,500.00) and litigation costs of Nine Thousand Ten Dollars and Eighteen Cents
11 (\$9,010.18). The settlement administrator, ILYM Group, Inc., requests administration costs of Three
12 Thousand Seven Hundred Fifty (\$3,750.00). Defendants do not oppose these requests. The Court
13 finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
14 payments, and directs the Settlement Administrator to make the above payments from the Gross
15 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 PAGA Settlement Agreement and Release. The Court approves these payments, and
24 directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees,
25 along with the Notice of PAGA Settlement, as set forth in the PAGA Settlement Agreement
26 and Release, and to otherwise carry out its duties as set forth in the PAGA Settlement
27 Agreement and Release; and
28

1 7. The Court reserves exclusive and continuing jurisdiction over the Action and the
2 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
3 enforcement, construction, administration, and interpretation of the PAGA Settlement
4 Agreement and Release.

5 8. Plaintiff will dismiss his Individual Causes of Action with prejudice upon the
6 fulfillment of the terms of the Confidential Settlement Agreement and Release of Plaintiff's
7 Individual Claims.

8 9. This matter is set for proof of disbursement of unclaimed funds on 3/29/24 at 8:30 in
9 Dept. 15. **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10 DATED: August 25, 2023



HON. THOMAS W. WILLS
JUDGE OF THE SUPERIOR COURT