

PETER HORTON, SBN 227678
peter@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
GERARDO BRAVO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA

STATE OF CALIFORNIA ex rel.
GERARDO BRAVO, as a Private Attorney
General,

Plaintiff,

vs.

MCY TREE INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendant.

Case No.: CVCV25-00706

*Assigned for All Purposes to the Hon. Stephen W.
Berrier, Dept. 4*

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

Complaint Filed: April 30, 2025
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on August 17, 2026, the Honorable Stephen W. Berrier,
3 in Department 4 of the above-entitled Court, located at 215 5th Street in Marysville California
4 95901, executed and entered the final order and judgment in this matter. Attached hereto as
5 **Exhibit A** is a true and correct copy of the Final Order and Judgment which was executed and
6 filed on August 17, 2026.

7
8 Dated: August 28, 2026

PROTECTION LAW GROUP, LLP

9
10 By:



11 Peter J. Horton, Esq.
12 Shadi Shaebghalam, Esq.
13 Kiryl Karpiuk, Esq.
14 *Attorneys for Plaintiff*
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

FILED

8/17/2026

YUBA COUNTY SUPERIOR COURT
HEATHER PUGH
SUPERIOR COURT CLERK
BY: Anderson, M

PETER HORTON, SBN 227678
peter@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
KIRYL KARPIUK, SBN 359697
kiryk@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA**

STATE OF CALIFORNIA ex rel.
GERARDO BRAVO, as a Private Attorney
General,

Plaintiff,

vs.

MCY TREE INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendant.

Case No. CVCV25-00706

*Assigned for All Purposes to the Hon. Stephen
W. Berrier, Dept. 4*

PAGA

PROPOSED ORDER AND JUDGMENT

Complaint Filed: April 30, 2025
Trial Date: None Set

PROPOSED ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

1 Having reviewed and considered Plaintiff Gerardo Bravo's ("Plaintiff") Motion for Order
2 Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and
3 Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED, ADJUDGED,**
4 **and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release of
6 Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or
7 "Settlement") as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the
8 Action.

9 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
10 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
11 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
12 in this order.

13 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
14 to this Action, including Plaintiff, the State of California, and all "PAGA Members" defined as "all
15 current and former hourly-paid non-exempt employees of Defendant MCY Tree, Inc. ("Defendant")
16 who worked for Defendant in the state of California at any time from January 13, 2024, through
17 April 19, 2026 (the "PAGA Period")."

18 4. The Court designates Phoenix Class Action Administration Solutions ("Phoenix") as
19 the third-party Settlement Administrator for mailing the PAGA Members' explanatory letters,
20 calculating the payments to the PAGA Members, distributing the settlement payments approved by
21 the Court from the Gross Settlement Amount, and other duties set forth in the Settlement. Pursuant
22 to the terms of the Settlement, within 14 days of the Effective Date Defendant shall deposit with the
23 Settlement Administrator the Gross Settlement Amount of Two Hundred and Ninety-Nine
24 Thousand Dollars (\$299,000.00) and provide the Settlement Administrator with a list of the PAGA
25 Members that identifies for each PAGA Member their full name, social security number, last known
26 address, and the number of pay periods worked by each PAGA Member during the PAGA Period.

27 5. Within 14 days of the funding of the Settlement, the Settlement Administrator shall
28 distribute the Gross Settlement Amount of Two Hundred and Ninety-Nine Thousand Dollars
(\$299,000.00) as provided in the Settlement Agreement and set forth below:

- 1 a. Ninety-Nine Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents
2 (\$99,666.66) to Plaintiff's Counsel for attorneys' fees and attorneys' costs in the
3 amount of Twenty-Five Thousand Dollars (\$25,000.00), from the Gross Settlement
4 Amount as final payment for and complete satisfaction of any and all attorneys' fees
5 and costs incurred by and/or owed to Plaintiff's Counsel related to the Action;
- 6 b. Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Gerardo Bravo from
7 the Gross Settlement Amount, to compensate him for his services in prosecuting the
8 Action and performing work in support of the Action and for the release of his
9 individual claims;
- 10 c. Four Thousand Dollars (\$4,000.00) to the Settlement Administrator, Phoenix, from
11 the Gross Settlement Amount for administration expenses incurred by the Settlement
12 Administrator; and
- 13 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and
14 the payment to the settlement administrator, the remaining Net Settlement Amount
15 shall be distributed to the California Labor and Workforce Development Agency
16 ("LWDA") and the PAGA Members. 65% of the Net Settlement Amount shall be
17 distributed to the LWDA. 35% of the Net Settlement Amount shall be distributed to
18 the PAGA Members on a pro rata basis based on the number of Pay Periods worked
19 by each PAGA Member during the PAGA Period. The Settlement Administrator
20 shall mail each PAGA Member their Individual Payment check along with the
21 explanatory letter attached to the Settlement Agreement as Exhibit A in both English
22 and Spanish.

22 7. All checks to the PAGA Members shall remain valid and negotiable for 180 days
23 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days
24 of mailing, those funds shall be transmitted to the California State Controller's Office Unclaimed
25 Property Fund.

26 8. Upon the funding of the Gross Settlement Amount, Plaintiff, all other PAGA
27 Members, the state of California, and the LWDA, shall be deemed to have released MCY Tree, Inc.,
28 and its past, present and future officers, directors, members, managers, employees, agents,

1 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
2 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venture
3 (the "Released Parties") from all claims for penalties and attorneys' fees and costs recoverable under
4 PAGA which Plaintiff, PAGA Members, the state of California and/or the LWDA had, or may claim
5 to have, against Released Parties, based on the facts alleged in Plaintiff January 13, 2025, PAGA
6 Notice and Operative Complaint, including PAGA penalties arising from the following claims:
7 unpaid straight and overtime wages (including any work off-the-clock and non-productive time);
8 failure to pay employees all minimum wages and overtime wages; failure to provide compliant meal
9 and rest breaks; failure to pay all premium wages owed for short, late or missed meal and rest
10 periods; failure to pay all wages owed at discharge or resignation; failure to timely pay wages within
11 the times permissible under Labor Code section 204; failure to provide complete and accurate wage
12 statements; failure to keep complete and accurate payroll records; and violations of Labor Code
13 sections 201 , 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5,
14 1194, 1197, 1197.1 , 1198, and 2698, et seq. (collectively, the "Released Claims"). This release shall
15 apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiff,
16 PAGA Members, the state of California and the LWDA regardless of whether any PAGA Members
17 fails to cash their respective settlement checks. This release does not release any individual's non-
18 PAGA claims, except for Plaintiff as detailed below.

18 9. Upon the funding of the Gross Settlement Amount, in addition to the release for
19 penalties arising under PAGA, Plaintiff shall release the Released Parties from the Released Claims
20 and any and all claims, demands, rights, liabilities, and/or cause or causes of action, whether known
21 or unknown, which have been or could have been asserted by Plaintiff, or Plaintiffs heirs, successors
22 and/or assigns, against Defendant and/or any of the Released Parties arising at any time prior to the
23 execution of this Agreement, including but not limited to any and all claims which arose out of or
24 are in any way connected to Plaintiff's employment with Defendant and all claims alleged in the
25 Action. This release specifically excludes claims for unemployment insurance, social security,
26 workers' compensation (except for claims pursuant to Labor Code sections 132a and 4553), and any
27 other claims that cannot be released by law. As to Plaintiff's Additional Released Claims, Plaintiff
28 expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code.

1 Section 1542 reads as follows:

2 "A general release does not extend to claims that the creditor or releasing
3 party does not know or suspect to exist in his or her favor at the time of
4 executing the release and that, if known by him or her, would have
materially affected his or her settlement with the debtor or released party."

5 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
6 and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges
7 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
8 Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the
9 Settlement contemplates the extinguishment of all such Released Claims. By and through this order
10 Plaintiff's individual wage claims and the individual claims alleged in *Gerado Bravo v. MCY Tree,*
11 *Inc.* Yuba County Superior Court Case No. CVCV25-0083 are hereby dismissed with prejudice.

12 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
13 Development Agency ("LWDA") and to Defendant of his intention to pursue claims for civil
14 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
15 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
16 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
17 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
18 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
19 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
20 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
21 collecting any penalties due to any of them, or any unpaid wages due to PAGA Members, to the
22 extent those penalties or unpaid wages arise out of the Released Claims or the facts giving rise to
those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

23 11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
24 California Labor and Workforce Development Agency within ten (10) days of entry of the
25 Judgment.

26 12. Without affecting the finality of this Order and Judgment, the Court shall retain
27 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
28

1 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
2 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
3 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
4 Agreement shall be presented to the Court for resolution.

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

6 DATED: 8/17/2026

7 
8 JUDGE OF THE SUPERIOR COURT
9 Stephen W. Berrier
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28