

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
3 Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
4 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
5 Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
6 **WILSHIRE LAW FIRM, PLC**
660 S. Figueroa Street, Sky Lobby
7 Los Angeles, CA 90017
Telephone: (213) 381-9988
8 Facsimile: (213) 381-9989

9 *Attorneys for Plaintiff*

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

12 JOSE CRUZ CHAVEZ, individually, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 v.

16 HEMINGTON LANDSCAPE SERVICES, INC.,
17 a California corporation; and DOES 1 through
10, inclusive,

18 *Defendants.*

Case No.: 34-2022-00324239-CU-OE-GDS
(consolidated with Case No.: 34-2022-
00328975-CU-OE-GDS)

Assigned for all purposes to:
Hon. Jill H. Talley
Dept. 23

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 23, 2026

Time: 9:00 a.m.

Dept.: 23

1 This matter came on for hearing on January 23, 2026 at 9:00 a.m., in Department 23 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On October 21, 2025, this Court
4 issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
5 PAGA Settlement. Plaintiff Jose Cruz Chavez ("Plaintiff") now seeks an order granting final
6 approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"),
7 a copy of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's
8 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action and PAGA Settlement granted on October 21, 2025, and the instant Motion for
12 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
16 These papers informed Class Members of the terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and one (1) Class Member has requested
21 exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate protections
23 to Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representative Jose Cruz Chavez are typical of the
4 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
5 interests of the Class; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
7 to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all persons
9 employed by Hemington in California and classified as an hourly paid, non-exempt employee
10 during the Class Period (from July 26, 2018 through September 5, 2022). The Court deems this
11 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Benjamin H. Haber, Arrash T. Fattahi, Lisa
13 B. Iturriaga and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Jose Cruz Chavez as the Class Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant Hemington Landscape Services, Inc.
25 ("Defendant") shall pay a total of \$425,000.00 to resolve this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid to
27 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
28

1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency will receive 75% (\$7,500.00), and the remaining 25%
6 (\$2,500.00) will be distributed to Aggrieved Employees (defined as a person employed by
7 Hemington in California and classified as an hourly paid, non-exempt employee who worked for
8 Hemington during the PAGA Period [July 26, 2021 through September 5, 2022], regardless of
9 whether the Class Members submitted a valid Request for Exclusion or otherwise opted out of the
10 Settlement). The Court hereby grants final approval to and orders the payment of the amount in
11 accordance with the Settlement. From the Settlement Amount, the Court finds and determines the
12 Class Representative Service Payment of \$12,500.00 to the named Plaintiff is fair and reasonable.
13 The Court hereby grants final approval to and orders the payment of that amount to be paid to the
14 named Plaintiff for his service as a class representative and for his agreement to release claims.

15 11. From the Settlement Amount, the Court finds and determines that the fees and
16 expenses in administering the Settlement incurred by Phoenix Settlement Administrators
17 (“Phoenix”) in the amount of \$9,250.00 are fair and reasonable. The Court hereby grants final
18 approval to and orders the payment of that amount in accordance with the Settlement.

19 12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees
20 in the amount of \$141,666.67 and litigation costs in the amount of \$16,022.80. The Court hereby
21 grants final approval to and orders the payment of those amounts in accordance with the
22 Settlement.

23 13. Without affecting the finality of this Order or the entry of judgment in any way, this
24 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
25 administration, effectuation and enforcement of this order and the Settlement.

26 14. Defendant shall not have any further liability for costs, expenses, interest, attorneys’
27 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.
28

1 15. Neither the making of this Settlement nor the entry into the Settlement constitutes an
2 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
3 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.

7 16. Upon completion of administration of the Settlement, the Settlement Administrator will
8 provide written certification of such completion to the Court, which shall be filed with the Court
9 at least fifteen (15) days prior to the compliance hearing set for **January 22, 2027** at 10:30 a.m. If
10 the Court is satisfied that the settlement funds have been fully distributed, no appearance will be
11 required at the settlement compliance hearing.

12 17. The Court hereby enters final judgment in accordance with the terms of the Settlement,
13 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
14 Settlement, and this Order.

15 18. The Parties will bear their own costs and attorneys' fees except as otherwise provided
16 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

Honorable Jill H. Talley
Judge of the Superior Court