

FILED
Superior Court of California
County of Los Angeles

09/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LUIS ESPINOZA, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

PACIFIC COAST TREE EXPERTS, a
California Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 22STCV35361

Assigned for all Purposes to Hon. William
F. Highberger, Dept. 10

**~~PROPOSED~~ ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Dept.: 10

Complaint filed: November 7, 2022

1 A hearing was held on the motion of Plaintiff Luis Espinoza (“Plaintiff”) for approval of a
2 settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004
3 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* The Court having considered all papers filed and
4 proceedings herein and otherwise being fully informed, and having made this Judgment which
5 constitutes a final adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
8 have the same meaning as given in the PAGA Settlement Agreement (the “Settlement”) executed
9 between the Parties.

10 2. The Labor Workforce and Development Agency (“LWDA”) has been given notice
11 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
12 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
13 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
14 finds and determines that Plaintiff’s notice of the Settlement complied with the statutory
15 requirements of PAGA.

16 3. The Court confirms approval of the Settlement as to the following group of
17 individuals, collectively referred to as the “Settlement Group Members”:

18 All current and former non-exempt hourly employees of Defendant
19 at any time from November 2, 2021, until August 8, 2024 (the
20 “PAGA Period.”)

21 4. This Court has jurisdiction over the subject matter of this litigation, over all
22 Settlement Group Members, and over those persons and entities undertaking affirmative
23 obligations under the Settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
25 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court approves the Notice of Settlement (Exhibit A to the Settlement
27 Agreement) to be mailed to Settlement Group Members.
28

1 7. The Court finds that each Settlement Group Member, in accordance with the
2 Settlement, releases the following “Released PAGA Claims” against Defendant and the other
3 Released Parties, as defined by the Settlement Agreement.

4 In consideration for their awarded portions of the Settlement Group
5 Allocation, as of the date the Settlement becomes Final and is fully
6 funded, the State of California and all Settlement Group
7 Members/Aggrieved Employees generally, release and discharge the
8 Released Parties from all claims, transactions, or occurrences that
9 occurred during the PAGA Period, including, but not limited to: any
10 and all claims under PAGA for civil penalties against Defendant and
11 the other Released Parties that arise out of or reasonably relate to the
12 allegations asserted in the Operative Complaint and the LWDA
13 Notice pursuant to PAGA that, during the PAGA Period, Defendant
14 is allegedly liable for: (1) failing to pay for all hours worked
including overtime hours worked (§204, 206, 206.5, 210, 216, 218,
218.6, 221, 222, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing
to pay wages due upon termination (§201, 202, 203, 256); (3) failing
to provide rest breaks (§226, 226.7, 512, 558, 1198); (4) failing to
provide uninterrupted meal breaks & second meal breaks (§226,
226.7, 512, 558, 1198); (5) failing to reimburse for required business
expenses (2802); and (6) and failing to provide accurate wage
statements and maintain accurate records (§226, 1174, 1174.5) (the
“Released PAGA Claims”).

15 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
16 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
17 are fair and reasonable. The Settlement is allocated as follows as further detailed below:

18 Gross Settlement Amount: \$945,000.00

19 Litigation Enhancement to Plaintiff: \$ 7,500.00

20 Actual Case Costs: \$ 14,294.56

21 Claims Administration: \$ 6,250.00

22 Attorneys’ Fees: \$ 314,968.00

23 **Net Settlement Amount/Penalties Fund: \$601,987.44**

24 (\$451,490.58 to the LWDA; \$150,496.86 to Settlement Group Members)

25
26 9. The Court authorizes the Settlement Administrator to calculate and pay the
27 Settlement Shares, in accordance with the terms of the Settlement.
28

1 10. The Court awards the Settlement Administrator in this Action its fees and costs of
2 \$6,250, to be paid from the Total Settlement Amount, in accordance with the terms of the
3 Settlement.

4 11. The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement
5 Amount for their attorneys' fees (\$314,968.00), and an additional \$14,294.56 in costs, to be paid
6 from the Total Settlement Amount, in accordance with the terms of the Settlement.

7 12. The Court awards to Plaintiff in this Action \$7,500 as a PAGA Representative
8 Payment, to be paid from the Total Settlement Amount, to compensate him for initiating and
9 pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the
10 event he was unsuccessful in the prosecution of the Action.

11 13. The Court approves the allocation and payment of \$601,987.44 (the "PAGA
12 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with
13 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties
14 (\$451,490.58) will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of
15 the PAGA Penalties (\$150,496.86) shall be distributed to the Settlement Group Members in
16 accordance with the terms of the Settlement.

17 14. Checks for the Settlement Shares sent to Settlement Group Members shall be valid
18 for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
19 180 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund,
20 in the name of the Settlement Group Member.

21 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
22 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
23 as well as the Settlement.

24 16. The Settlement and this resulting Order and Judgment represent a compromise of
25 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
26 an admission or concession by any party.

27 17. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
28 the date of this Order.

1 18. The Court notes that the Settlement calls for two installment payments, each 6
2 months apart. Accordingly, within 12 months of the date of this Order, the Parties are directed to
3 file a joint status report regarding the status of the distribution of settlement proceeds. Upon
4 satisfaction that the appropriate payments have been made, the Court will close this case.

5
6 **IT IS SO ORDERED AND ADJUDGED.**

7
8 Dated: 09/13/2024



Hon. William F. Highberger
Judge of the Superior Court

PROOF OF SERVICE

Case No. 22STCV35361

Espinoza v. Pacific Coast Tree Experts, et al.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On August 16, 2024, I served the foregoing document described as:

- 1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
- 2. [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
- 3. DECLARATION OF PLAINTIFF LUIS ESPINOZA IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
- 4. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT;**
- 5. DECLARATION OF SAHAG MAJARIAN II IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT;**
- 6. DECLARATION OF LISA MULLINS**

 X

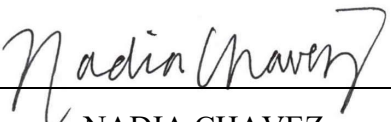
BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Katherine C. Den Bleyker, Esq.
Kris Khodaverdian, Esq.
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Email: KDenbleyker@ohaganmeyer.com
KKhodaverdian@ohaganmeyer.com
Attorneys for Defendant PACIFIC COAST TREE EXPERTS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this August 16, 2024, in Los Angeles, California.



NADIA CHAVEZ