

MELMED LAW GROUP, P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
Laura Supanich (SBN 314805)
lms@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828
Facsimile: (310) 862-6851

Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

FRANCISCO RODRIGUEZ, an individual,
on behalf of himself, the State of California,
as a private attorney general, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LAND SERVICES LANDSCAPE
CONTRACTORS, INC., a California
Corporation; and DOES 1 TO 50,
Defendants.

Case Number: 23CV028674

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Notice of Motion and Motion for Final
Approval of Class Action Settlement,
Declarations of Jonathan Melmed and
Francisco Rodriguez filed concurrently
herewith]*

Date: September 25, 2025
Time: 10:00 a.m.
Dept.: 23
Judge: Hon. Michael Markman

Reservation ID: A-28674-001

Complaint Filed: March 2, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Alameda

10/23/2025

Clad Fike, Executive Officer / Clerk of the Court

By: A. Ampsonah Deputy
A. Ampsonah

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[Proposed] Order

This matter having come for hearing on September 25, 2025 at 10:00 a.m. regarding Plaintiff Francisco Rodriguez’s (“Plaintiff”) *Motion for Final Approval of Class Action Settlement* (the “Motion”) on the terms set forth in the *Stipulation of Class Action Settlement and Release of Claims* and the *Amendment to Stipulation of Class Action Settlement and Release of Claims* (collectively the “Settlement Agreement”). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement Agreement and the Motion. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.

2. The Court has personal jurisdiction over Plaintiff and Defendant Land Services Landscape Contractors, Inc. (“Defendant”) (collectively, the “Parties”) to this litigation and subject matter jurisdiction to approve this Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement Agreement and as follows: *all individuals who are or were employed by Defendant as non-exempt employees in the State of California during the Class Period. (See Settlement Agreement, at ¶ 4.)* The Class Period is defined as the period of time from March 2, 2019, through October 15, 2023. (*See Settlement Agreement, at ¶ 8.*)

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

1 5. The Court finds that an ascertainable class of 133 class members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the context
3 of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions;
4 **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating,
5 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have
6 fairly and adequately represented and protected the interest of the Class Members.

7 6. The Court is satisfied that Apex Class Action, LLC, which was appointed as the
8 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
9 comports with California Rule of Court 3.766. The Class Notice informed 133 prospective Class
10 Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to
11 receive their settlement share, their rights to submit a request for exclusion, their rights to comment
12 on or object to the Settlement Agreement, and their rights to appear at the Final Approval and
13 Fairness Hearing, and be heard regarding approval of the Settlement Agreement. Sufficient periods
14 of time to respond and to act were provided by each of these procedures.

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
19 and any other applicable law, and in the best interests of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all Class Members.

22 9. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
25 their respective positions.

26 10. The Court also finds that the Settlement Agreement will avoid additional and
27 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
28 litigate the case. Additionally, after considering the monetary recovery provided as part of the

1 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
2 that Class Counsel secured significant relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant.

5 12. The Court appoints Plaintiff Francisco Rodriguez as Class Representative and finds
6 him to be adequate for purposes of settlement.

7 13. The Court appoints Jonathan Melmed and Laura M. Supanich of Melmed Law Group
8 P.C. as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class
9 action litigation.

10 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$150,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
12 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
13 Settlement Agreement, subject to this order.

14 15. The Court approves the following allocations, which fall within the ranges stipulated
15 by and through the Settlement Agreement:

16 A. The Court awards \$4,500.00 to Apex Class Action, LLC, the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court grants final
18 approval of it and orders the Parties to make the payment to the Settlement Administrator in
19 accordance with the Settlement Agreement.

20 B. The Court awards \$50,000.00 to Plaintiff's counsel as attorneys' fees and
21 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
22 Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be
23 made in accordance with the Settlement Agreement.

24 C. The Court awards \$13,449.30 in litigation costs, an amount which the Court
25 finds to be reasonable in light of actual costs incurred. The Court grants final approval of
26 these costs and orders the litigation expenses payment in this amount to be made to
27 Plaintiff's counsel in accordance with the Settlement Agreement.
28

1 D. The Court awards \$7,500.00 to the class representative as payment requested
2 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval
3 of this amount, and orders the class representative payment to be made in accordance with
4 the Settlement Agreement.

5 E. The Court approves the \$20,000.00 allocation for penalties under the Labor
6 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to
7 be paid to the California Labor and Workforce Development Agency in accordance with the
8 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

9 16. The Court orders the Parties to comply with and carry out all terms and provisions
10 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
11 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

12 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive
13 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
14 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
15 other case without limitation.

16 18. As represented by the Settlement Administrator, no Class Members requested
17 exclusion. All Class Members who did not request exclusion from the Settlement shall be bound by
18 the Settlement and this order, including the release of claims as set forth in the Settlement
19 Agreement.

20 19. The Parties shall bear their own respective attorneys' fees and costs except as
21 otherwise provided in this order and the Settlement Agreement.

22 20. All checks mailed to the Class Members must be cashed within one hundred and
23 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
24 the Settlement Administrator shall submit such funds to the *cy pres* recipient Legal Aid at Work.
25 The Court finds that this meets the requirements of Code of Civil Procedure section 384.

26 21. Within seven days of this order, the Settlement Administrator shall give notice of
27 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
28 posting a copy of this order and final judgment on its website.

1 22. The Court retains continuing jurisdiction over the Action and the Settlement,
2 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
3 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable
5 law.

6 23. Plaintiff shall file with the Court a report regarding the status of distribution within
7 180 days after all funds have been distributed.

8 24. This final judgment is intended to be a final disposition of the above-captioned action
9 in its entirety and is intended to be immediately appealable. This final judgment resolves and
10 extinguishes all claims released by the Settlement Agreement against Defendant.

11 25. The Court hereby sets a hearing date of June 18, 2026 at 10:00 a.m. for a hearing on
12 the final accounting and distribution of the settlement funds.

13 **IT IS SO ORDERED.**

14
15 Dated: 10/23/2025



16 Hon. Michael Markman
17 Judge of the Superior Court, Alameda County
18 **Michael Markman / Judge**

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 10/23/2025
PLAINTIFF/PETITIONER: Francisco Rodriguez	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampersah</u> Deputy
DEFENDANT/RESPONDENT: Land Services Landscape Contractors, Inc.	A. Ampersah
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV028674

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Andrew Levine
Melmed Law Group P.C.
dl@melmedlaw.com

HARMAN DEOL
LITTLER MENDELSON, P.C.
hdeol@littler.com

Kurt R. Bockes
Littler Mendelson, P.C.
kbockes@littler.com

Dated: 10/23/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampersah

A. Ampersah, Deputy Clerk