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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 30 2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ARNULDO AVELIO ARGUETA, as an
individual and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

EXCEL LANDSCAPE, INC, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. CVRI2302720

*[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: October 28, 2024

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 779409554860

Complaint filed: May 24, 2023

Trial Date: None Set.

1 This matter came on regularly for hearing before this Court on October 28, 2024 at 8:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(1). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Arnuldo Avelio Argueta's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
12 employees who worked for Defendant Excel Landscape, Inc. ("Defendant") in California at any
13 time during the PAGA Period. The "PAGA Period" means May 24, 2022 through the date of this
14 Order.

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
17 (1)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
18 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
19 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
20 requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

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27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 4. The Court orders that Defendant shall deposit the Gross Settlement Amount of
2 \$300,000.00 into a Qualified Settlement Account within thirty (30) of this Order, pursuant to the
3 terms of this Settlement.

4 5. The Court hereby approves, as to form and content, the Explanatory Letter
5 submitted by the parties and included as Exhibit A to the Settlement.

6 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
7 Administrator.

8 7. Within thirty (30) business days of this Order, Defendant shall provide the
9 Settlement Administrator with a list containing each Aggrieved Employee's full name, last known
10 mailing address, last known telephone number, number of pay periods worked during the PAGA
11 Period, and Social Security numbers to the extent available from Defendant's records, pursuant
12 to the terms of the Settlement.

13 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
14 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of the
15 Settlement being fully funded and after receiving approval from counsel of the payment
16 calculations, pursuant to the terms of the Settlement.

17 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
18 Settlement Amount (currently estimated to be \$100,000.00) for Plaintiff's Counsel, and
19 reimbursement of litigation costs of up to \$11,978.21 to Plaintiff's Counsel, are fair, reasonable,
20 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
21 Counsel as provided for in the Settlement Agreement.

22 10. The Court orders that the Settlement Administrator shall be paid up to \$5,250.00
23 for all of its work done and to be done until the completion of this matter, and finds that sum
24 appropriate.

25 11. The Court finds that the requested Enhancement Payment of \$7,500.00 to Plaintiff
26 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
27 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
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1 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
2 Agreement.

3 12. The Court finds that the amount of \$131,453.84, representing 75% of the Net
4 Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the
5 California Labor and Workforce Development Agency ("LWDA") as provided for by the
6 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
7 accordance with the terms of the Settlement Agreement. The Court further finds that the amount
8 of \$43,817.95, representing 25% of the Net Settlement Amount, allocated as PAGA civil penalties
9 under the Settlement, to be paid to the Aggrieved Employees (i.e., Individual PAGA Payments)
10 as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be
11 made to Aggrieved Employees on a pro rata basis in accordance with the terms of the Settlement
12 and this Order.

13 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
14 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
15 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's
16 Office Unclaimed Property Division in the name of the Aggrieved Employee.

17 14. The Court approves the scope of the release as set forth in the Settlement.
18 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
19 the State of California will release the PAGA Released Claims against the Released Parties that
20 arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment
21 entered thereon and the Settlement being fully funded, Plaintiff and the State of California will
22 be forever barred from pursuing any and all of the PAGA Released Claims that arose during the
23 PAGA Period against the Released Parties.

24 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
25 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

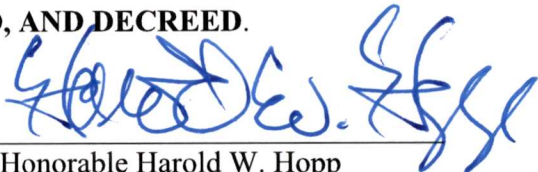
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1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before November 04, 2025. Final Report (nonappearance) hearing set
3 for November 12, 2025.

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

5 Dated: 10/28/24

6 By: 

Honorable Harold W. Hopp
Judge of the Superior Court