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County of Santa Clara
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SANTA CLARA

11 SERGIO ACOSTA, an individual, on behalf of
12 himself, the State of California, as a private
13 attorney general, and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 v.

17 BELLAVISTA LANDSCAPE SERVICES,
18 INC., a California Corporation; and DOES 1 TO
19 50,

20 Defendants.
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Case Number: 23CV415999

**Amended [~~Proposed~~] Order Granting Final
Approval of Class Action and PAGA
Settlement and Final Judgment**

Date: October 15, 2025
Time: 1:30 p.m.
Dept.: 19
Judge: Hon. Theodore C. Zayner

1 [PROPOSED] **ORDER AND FINAL JUDGMENT**

2 This matter came for a hearing on October 15, 2025, regarding Plaintiff Sergio Acosta's
3 ("Plaintiff") unopposed *Motion for Final Approval of Class Action and PAGA Settlement* ("Final
4 Approval Motion"), which seeks final approval of a class action settlement and deductions for
5 attorneys' fees and costs based on the terms set forth in the parties' *Class Action and PAGA Settlement*
6 *Agreement and Class Notice* (the "Settlement Agreement"). In conformity with California Rules of
7 Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the
8 Settlement Agreement and the Final Approval Motion), and having considered the Settlement
9 Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and
10 proceedings had herein, all oral and written comments received regarding the Settlement Agreement,
11 and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** the
12 Final Approval Motion and orders and makes the following findings and determinations and enters
13 final judgment as follows:

14 1. All terms used herein shall have the same meaning as defined in the Settlement
15 Agreement and the Settlement Amendment. A copy of the Settlement Agreement is attached to the
16 *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action*
17 *and PAGA Settlement* (Melmed FAM Decl.) as **Exhibit A** and is made a part of this order.

18 2. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant
19 BellaVista Landscape Services, Inc. ("Defendant") (collectively, the "Parties") in this litigation to
20 approve the Settlement Agreement and all exhibits thereto.

21 3. For settlement purposes only, the Court finally certifies the Class, as defined in the Final
22 Approval Motion and the Settlement Agreement. The Court deems this definition sufficient for the
23 purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the
24 Settlement Agreement.

25 4. The Court finds that an ascertainable class of 368 participating Class Members exists
26 and a well-defined community of interest exists on the questions of law and fact involved because in
27 the context of the Settlement Agreement: **(i)** all related matters, predominate over any individual
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1 questions; **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in
2 negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel
3 have fairly and adequately represented and protected the interest of the Class Members.

4 5. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
5 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
6 California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the
7 Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement
8 share, their rights to submit a request for exclusion, their rights to comment on or object to the
9 Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be
10 heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act
11 were provided by each of these procedures. No Class Members filed written objection to the Settlement
12 as part of this notice process, no Class Members appeared at the Final Approval and Fairness Hearing,
13 and no Class Members submitted a request for exclusion.

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

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

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

25 9. The Court also finds that the Settlement Agreement will avoid additional and potentially
26 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
27 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in
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1 light of the challenges posed by continued litigation, and Court concludes that Plaintiff's counsel
2 secured significant relief for Class Members.

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

5 11. The Court appoints Plaintiff Sergio Acosta and Christian Rodriguez Rea as class
6 representatives and finds her to be adequate.

7 12. The Court appoints as class counsel the following attorneys: Jonathan Melmed and
8 Hannah Becker of Melmed Law Group P.C. The Court finds each of them to be adequate, experienced,
9 and well-versed in class action litigation.

10 13. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$435,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
12 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
13 Agreement, subject to this order.

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

16 A. The Court awards \$8,950.00 to ILYM Group, Inc., the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval
18 of it and orders the Parties to make the payment to the Settlement Administrator in accordance
19 with the Settlement Agreement.

20 B. The Court awards \$145,000.00 to Plaintiff's counsel as attorneys' fees and finds
21 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
22 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in
23 accordance with the Settlement Agreement.

24 C. The Court awards \$15,000.00 in litigation costs, an amount which the Court
25 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and
26 orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in
27 accordance with the Settlement Agreement.
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1 D. The Court awards \$10,000.00 to Plaintiff and \$5,000.00 to Class Representative
2 Christian Rodriguez Rea as the class representatives, in addition to any amount they may be
3 entitled to as a Class Member and/or Aggrieved Employee, as a service payment requested by
4 Plaintiff and Class Representative Rea and finds this amount to be fair and reasonable. The
5 Court grants final approval of, and orders the class representative payment to be made in
6 accordance with the Settlement Agreement.

7 E. The Court approves the \$25,000.00 allocation for penalties under the Labor
8 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$18,750.00) to be
9 paid to the California Labor and Workforce Development Agency in accordance with the terms
10 of the Settlement Agreement and the remainder (i.e., \$6,250.00) to the Aggrieved Employees.

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

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

18 17. All Class Members who did not request exclusion from the Settlement Agreement shall
19 be bound by the Settlement Agreement and this order, including the release of claims as set forth in the
20 Settlement Agreement.

21 18. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement
22 Agreement and this order, including the release of PAGA claims as set forth in the Settlement
23 Agreement.

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

26 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
27 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
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1 Settlement Administrator shall distribute such funds to Bet Tzedek Legal Services. The Court finds
2 that this meets the requirements of Code of Civil Procedure section 384.

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

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

10 23. The Court hereby sets a hearing date of June 10, 2026 at 2:30 p.m. for a compliance
11 hearing. At least ten court days before the hearing, class counsel and the settlement administrator shall
12 submit a summary accounting of the net settlement fund identifying distributions made as ordered
13 herein; the number and value of any uncashed checks; amounts remitted to the *cy pres* recipient; the
14 status of any unresolved issues; and any other matters appropriate to bring to the Court's attention..

15 **IT IS SO ORDERED, ADJUGED, AND DECREED.**

16 **FINAL JUDGMENT IS HEREBY ENTERED.**

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19 Dated: October 24, 2025

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22 Judge of the Superior Court, County of Santa Clara
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