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FILED
Superior Court of California
County of Los Angeles
09/25/2025

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

Attorneys for Plaintiff Armando Muniz, individually and on behalf of other persons
similarly situated and similarly aggrieved employees

[Additional Counsel Listed after Caption]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARMANDO MUNIZ, HARRY ROBERT
CHILTON, MICHAEL ANTHONY
FITCH, CESAR EDUARDO LICEA
CASTRO, individually and on behalf of
other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

LOT LLC, dba LOT MANAGEMENT
LLC (fka RED COW, INC.), an active
California Limited Liability Company;
HARVEY USA LLC dba HARVEY
GENERAL CONTRACTORS (fka
HARVEY, INC.), an active California
Limited Liability Company; VIVO LLC
dba VIVO dba VIVO LANDSCAPE dba
VIVO LANDSCAPE SERVICES (fka
VIVO GROUP, INC.), and active
California Limited Liability Company;
RCMS LLC dba RED COW
MANAGEMENT SERVICES, an active
California Limited Liability Company;
and DOES 1 through 10,

Defendants.

Case No.: 22STCV32901

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Laura A. Seigle
in Dept. SS-17]*

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION, MOTION, AND
COMPENDIUM OF DECLARATIONS IN
SUPPORT]

Date: September 25, 2025
Time: 9:00 a.m.
Dept.: SS-17

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18 other persons similarly situated and similarly aggrieved employees

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6 behalf of other persons similarly situated and similarly aggrieved
7 employees
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1 On September 22, 2025, the Court considered the motion of Plaintiff Armando Muniz,
2 Plaintiff Harry Robert Chilton, Plaintiff Michael Anthony Fitch, and Plaintiff Cesar Eduardo
3 Licea Castro ("Plaintiffs") for Final Approval of Class Action Settlement and Payment of: (1)
4 Class Representatives' Enhancement Awards, (2) Class Counsel Attorneys' Fees and Costs,
5 (3) Settlement Administration Costs, and (4) LWDA Payment. Having considered the
6 Motion, and all legal authorities and documents concurrently and previously submitted in
7 support thereof, including the Amended Class and Representative Action Settlement
8 Agreement and Release ("Settlement Agreement" or "S.A"), and good cause appearing, IT
9 IS HEREBY ORDERED and ADJUDGED that the motion is GRANTED, subject to the
10 following findings and orders:

11
12 1. This Court has jurisdiction over the subject matter of this litigation and over
13 the Parties to this litigation, including the Class Members;

14 2. Final approval shall be with respect to the Class Members defined as:
15 All current and former non-exempt employees employed by Defendants in California or
16 continuing to be employed by Defendants in California between October 6, 2018 to July 1,
17 2024 ("Class Period");

18 3. The distribution of the Class Notice ("Notice Documents") to the Class
19 Members as set forth in the Settlement Agreement has been completed in conformity with
20 preliminary approval granted on April 18, 2025. The Notice Documents provided adequate
21 notice of the proceedings and about the case, including the proposed settlement terms and
22 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
23 Documents fully satisfied due process requirements. The Notice Documents were sent via
24 U.S. Mail to all persons entitled to such notice and every Class Member who could be
25 identified through reasonable effort. As executed, the Notice Documents constituted the best
26 notice practicable under the circumstances;

4. No Class Member has requested to be excluded from the Settlement;

1 5. The Court hereby approves the terms set forth in the Settlement Agreement
2 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
3 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
4 Court finds that the Settlement Agreement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate
7 their respective positions. The Court also finds that settlement now will avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to
9 continue to litigate the case. The Court has reviewed the monetary recovery being provided
10 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

11 6. The class release, as set forth in the Settlement Agreement and Notice
12 Documents, is as follows:

13 As of the Effective Date, and subject to Defendants' full payment of all consideration
14 due, the Participating Class Members, including Plaintiffs, shall be deemed to have fully
15 released the Released Parties from the Released Claims. These releases will take effect
16 whether or not a Participating Class Member receives his or her Individual Settlement
17 Payment or cashes and/or deposits any check for the Individual Settlement Payment.

18 As of the Effective Date, and subject to Defendants' full payment of all consideration
19 due, all PAGA Settlement Group Members, including Plaintiffs and the State of California,
20 shall be deemed to have fully released the Released Parties from any and all claims
21 contemplated under the PAGA Release. These releases will take effect whether or not a
22 PAGA Settlement Group Member receives his or her Individual PAGA Payment or cashes
and/or deposits any check for the Individual PAGA Payment.

23 Released Claims: All claims and/or causes of action arising from or related to this
24 case under any federal, state or local law or administrative order that were or could have
25 been pleaded during the Class Period based on the facts alleged in the operative class action
26 complaint and amendments, and administrative claims, whether known or unknown,

1 including the failure to pay wages, the failure to pay overtime compensation, the failure to
2 provide meal periods, the failure to provide rest periods, the failure to maintain or provide
3 accurate itemized statements, the failure to maintain records, and any other claims
4 whatsoever that were or could have been alleged in this case based on the facts of the
5 complaints, including all related claims for restitution and other equitable relief under
6 Business and Professions Code section 17200, liquidated damages, waiting-time penalties,
7 including but not limited to California Business and Professions Code sections 17200, et
8 seq., 17203; Labor Code sections 200, 201, 202, 203, 204, 206.5, 210, 218.5, 226-226.5,
9 226.7, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, and 2802; related IWC Wage
10 Orders including Wage Order Nos. 5 and 7; Fair Labor Standards Act, 29 U.S.C. sections
11 201, et seq. Any release under the Fair Labor Standards Act shall become effective only
12 upon negotiation of the settlement check by a Participating Class Member. (“Released
Claims”).

13 PAGA Release: Any and all claims and/or causes of action for civil penalties and other
14 relief available pursuant to PAGA against Released Parties that were or could have been pled
15 based on any and all of the underlying allegations and/or the alleged Labor Code violations pled
16 in the original and amended Complaints in the Lawsuits and/or the LWDA notice during the
17 PAGA Period. Class Members who are PAGA Settlement Group Members and opt out of the
18 Settlement will still be bound by the PAGA Release.

19 “Released Parties” means Defendants Lot LLC dba Lot Management LLC (fka Red Cow,
20 Inc.), Harvey USA LLC dba Harvey General Contractors (fka Harvey, Inc.), Vivo LLC dba Vivo
21 dba Vivo Landscape dba Vivo Landscape Services (fka Vivo Group, Inc.), RCMS LLC dba Red
22 Cow Management Services, Stephen Harvey, and Steven Harmon, and each of their respective
23 parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related
24 parties and all of their past and present directors, officers, shareholders, members, managers, joint
employers, coemployers, integrated enterprises, representatives, employees, and their agents.

25 7. Defendant shall pay the Class pursuant to the procedure described in the
26 Settlement Agreement and the Notice Documents;

1 8. The Court hereby confirms the appointment of Plaintiff Armando Muniz,
2 Plaintiff Harry Robert Chilton, Plaintiff Michael Anthony Fitch, and Plaintiff Cesar Eduardo
3 Licea Castro as Class Representatives for settlement purposes and awards a ~~\$10,000~~ ^{\$7,500}
4 payment to each Plaintiff for their services to the Class. The Court finds that these amounts
5 are fair and reasonable in light of Plaintiffs' contributions to this litigation and the risks they
6 undertook in being the named plaintiffs. The enhancement awards awarded under this
7 paragraph shall be paid in accordance with the terms of the Settlement Agreement;

8 9. The Court hereby confirms the appointment of Mooradian Law, APC, Berger
9 & Williams, LLP, The Law Offices of Samuel Dagan, Lavi & Ebrahimian, LLP, and
10 Wilshire Law Firm as Class Counsel;

11 10. The Court hereby awards attorneys' fees in the amount of \$983,333.33 and
12 finds that the attorneys' fees requested are reasonable in light of the relevant factors under
13 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
14 with the terms of the Settlement Agreement;

15 11. The Court also awards costs in the amount of \$26,442.86 and finds that the
16 costs requested are reasonable in light of the relevant factors under California law. The costs
17 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
18 Agreement;

19 12. The Court approves the payment of \$14,500 to Phoenix Settlement
20 Administrators for the fees and costs of administering the settlement. The payment
21 authorized by this paragraph shall be made in accordance with the terms of the Settlement
22 Agreement;

23 13. The Court approves a \$50,000 allocation for release of the PAGA claims.
24 From this allocation, the Court approves the payment of \$37,500 (75%) to the California
25 Labor and Workforce Development Agency ("LWDA") and \$12,500 (25%) to Aggrieved
26 Employees i.e. "all Class Members employed by Defendants from September 21, 2021 to
July 1, 2024. ("PAGA Period")." The payments authorized by this paragraph shall be made
in accordance with the terms of the Settlement Agreement;

1 14. The Gross Settlement Amount of the Settlement is \$2,950,000.00 (plus
2 Defendants' employer share of taxes), from which the above noted awards shall be deducted
3 \$30,000 \$7,500
as follows: ~~\$40,000~~ for service awards to Plaintiffs (~~\$10,000.00~~ each), \$983,333.33 for
4 attorneys' fees, \$26,442.86 in litigation costs, \$14,500 in administration costs, and a
5 \$50,000 allocation for release of PAGA claims. The remaining amount of \$1,835,723.81
6 (which excludes the employer share of taxes), or Net Settlement Amount, shall be paid to
7 the 1,343 Participating Class Members in accordance with the terms of the Settlement
8 Agreement;

9 15. The Court shall have and retain continuing jurisdiction over this action and
10 the Parties and the Class, including after the entry of this Order, to the fullest extent
11 necessary to interpret, enforce and effectuate the terms and intent of the Settlement
12 Agreement and this Order and Judgment;

13 16. A Non-Appearence Review Hearing re Final Distribution is scheduled for
14 December 18, 2026 at 8:30 a.m. and a distribution report is to be filed by
15 December 14, 2026; and

16 17. Plaintiffs shall provide notice of this Order and Judgment to the LWDA as
17 required under PAGA.

18 Dated: 09/25/2025



19 By: Laura Seigle
20 Honorable Laura A. Seigle
21 Judge of the Superior Court
22 Laura A. Seigle / Judge
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