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FILED
 Superior Court of California
 County of Sacramento
 03/21/2025
 V. Aleman, Deputy

Attorneys for Plaintiffs SALVADOR ESCOBAR CABRERA
 and JUAN ESCOBAR CABRERA individually
 and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SALVADOR ESCOBAR CABRERA and
 JUAN ESCOBAR CABRERA, individually
 and on behalf of all other similarly situated
 employees,

Plaintiffs,

vs.

MIKE MCCALL LANDSCAPE, INC., a
 California Corporation; and DOES 1 to 100,
 inclusive,

Defendants.

Case No. 23CV005083

*Assigned for All Purposes to Hon. Lauri A. Damrell
 Department 22*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION AND PAGA
 SETTLEMENT**

Date: March 21, 2025
 Time: 9:00 a.m.
 Dept.: 22
 Judge: Hon. Lauri A. Damrell

Filed: July 20, 2023
 FAC Filed: November 20, 2023
 Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on March 21, 2025, at 9:00 a.m., in Department 22 before the
4 Honorable Lauri A. Damrell, presiding. Plaintiffs Salvador Escobar Cabrera and Juan Escobar
5 Cabrera (“Plaintiffs”) filed this putative class action on July 20, 2023. The operative Complaint
6 alleges that Defendant Mike McCall Landscape, Inc. (“Defendant”), violated California law by failing
7 to pay overtime wages, failing to pay minimum wages, committing meal and rest period violations,
8 failing to provide accurate wage statements, failing to pay all final wages, failing to reimburse
9 business expenses, failing to pay prevailing wages, and engaging in unfair competition. Plaintiffs have
10 also alleged Defendant is liable for civil penalties under the Private Attorney’s General Act (“PAGA”)
11 based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this Action. Defendant
12 denied all of Plaintiffs’ claims and denied that this case was appropriate for class treatment. No class
13 has been certified. The class settlement was preliminarily approved by this Court on November 1,
14 2024.

15 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
17 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
18 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
19 in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Final Approval of
20 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
21 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
22 FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All individuals who have, or continue to, work for Defendants in
28 California as non-exempt employees from July 20, 2019, up to July 18,
2024

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiffs' contentions that Defendant caused the violations outlined above
10 by 1) failing to pay for all hours worked as a result of Defendant's failure to accurately record all hours
11 worked, 2) deducting time from employees' hours worked, including deducting forty-five (45) minutes
12 for meal periods that were shorter or not received; 3) failing to correctly calculate employees' regular
13 rates of pay when they earned different rates of pay in the same week, 4) failing to authorize and permit
14 all meal and rest periods, 5) failing to keep accurate records of employee's hours worked, including start
15 and stop times for any meal periods, and 6) failing to pay all business expenses incurred, including
16 mileage and personal cellphone expenses. The PAGA, waiting time penalty, wage statement violation,
17 and unfair competition claims also derive from these violations. Additionally, Class Members seek the
18 same remedies under state law. The typicality requirement for settlement purposes is also satisfied since
19 the claims of the Class Representatives are based on the same facts and legal theories as those applicable
20 to the class members.

21 The Court also finds that certifying the settlement class is required to avoid each Class Member
22 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
23 Members with relatively small individual claims and conserve the resources of the judicial system.

24 The Court finds that Plaintiffs Salvador Escobar Cabrera and Juan Escobar Cabrera and
25 Plaintiffs' counsel, Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez
26 Law, PC, to be adequate representatives of the settlement class. The Court appoints them as Class
27 Representatives and Class Counsel, respectively.

1 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

2 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
3 Plaintiffs’ Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
4 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
5 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
6 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
7 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
8 were able to object to the Agreement and its terms through the administration process and at a fairness
9 hearing or opt-out of being bound by the preliminarily approved Agreement.

10 No objections were made by Class Members and no Class Members opted out of the settlement.
11 Because the Court finds the Parties’ settlement to have been agreed upon only after extensive
12 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
13 gives final approval to the Agreement and all terms therein as if stated here in full, including the
14 \$685,000 Gross Settlement Amount.

15 The Court approves of the Forty Thousand Dollars (\$40,000) PAGA Payment, which shall be
16 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
17 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
18 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
19 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the
20 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
21 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
22 and LWDA.

23 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
24 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
25 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
26 Workers’ Rights. See *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
27 Gross Settlement Amount will revert to Defendant for any reason.
28

1 The releases and waivers for Class Members who did not opt out of being bound by the
2 Agreement (i.e. Participating Class Members), Aggrieved Employees, and the Class Representatives are
3 also approved by the Court as set forth in the Agreement.

4 Class Counsel sought attorneys' fees of \$239,750, attorney's costs of \$7,076.20, an
5 Enhancement Payment to each Class Representative in the amount of \$10,000, and for Settlement
6 Administrator Costs in the amount of \$12,850. Defendants do not oppose these requests. The Notice of
7 Settlement sent to Class Members included information regarding the maximum allocations for these
8 amounts and that they would be requested in connection with final approval of the Agreement. Class
9 Members have been given the opportunity to object to these amounts and no objections have been
10 submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel
11 regarding their hourly rates, prior fee awards in Sacramento County Superior Court at the requested
12 rates, and the amount of time expended in the litigation for the benefit of Class Members. The Court
13 finds that the requested rates and hours expended are reasonable. The Court has also reviewed the
14 updated itemized costs submitted by Class Counsel, the information provided by the Class
15 Representatives regarding the efforts and burdens undertaken for the benefit of the class, and the cost
16 information provided by the Settlement Administrator. The Court finds that these amounts are fair and
17 reasonable, and awarded as requested, which will be deducted from the Gross Settlement Amount. This
18 finding is further supported by the lack of objection by Class Members to these amounts. The difference
19 between the actual attorney's costs and Settlement Administrator Costs awarded and the originally
20 allocated attorney's costs of \$10,000 and Settlement Administrator Costs of \$20,000 will be added to the
21 Net Settlement Amount and distributed to Participating Class Members on a pro rata basis pursuant to
22 the terms of the Agreement.

23 **III. APPROVING THE NOTICE PROCEDURES AND NOTICE OF SETTLEMENT** 24 **SATISFYING DUE PROCESS**

25 The Court finds that the Notice of Settlement, attached as Exhibit A to Declaration of Nathalie
26 Hernandez, fairly and adequately advised Class Members of the terms of the Agreement, the rights
27 being waived, their right to opt out, the ability to dispute the number of workweeks worked during the
28 Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement,

how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
2 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
3 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement pursuant to California Civil Procedure Code section 664.6.

5 The Court Sets a further compliance hearing for ~~November 21, 2025~~ ^{January 30, 2026}, at 10:30 a.m. At least 15
6 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement
7 Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied
8 that the settlement funds have been fully distributed, no appearance will be required.

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10 **IT IS SO ORDERED.**

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12 Date: 3/21/25



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By: 
Judge of the Superior Court